### BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

### **AGENDA**

### **REGULAR MEETING**

Leon County Courthouse
Fifth Floor County Commission Chambers
301 South Monroe Street
Tallahassee, FL 32301

Tuesday, April 10, 2018 3:00 p.m.

### **COUNTY COMMISSIONERS**

Nick Maddox, Chairman At-Large

Jimbo Jackson, Vice Chair District 2

Bryan Desloge District 4

Mary Ann Lindley At-Large



John E. Dailey District 3

Kristin Dozier District 5

Bill Proctor District 1

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." Commission Meeting Agendas are available on the Leon County Home Page at: <a href="www.leoncountyfl.gov">www.leoncountyfl.gov</a>. Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at <a href="www.clerk.leon.fl.us">www.clerk.leon.fl.us</a>.

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 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, Florida Statutes).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator by written or oral request at least 48 hours prior to the proceeding, at 850-606-5011 or Facilities Management at 850-606-5000, or 7-1-1 (TTY and Voice) via Florida Relay Service. Accommodation Request Forms are available on the website www.LeonCountyFl.gov/ADA.

### **Board of County Commissioners**

Leon County, Florida

### Agenda

Regular Public Meeting Tuesday, April 10, 2018, 3:00 p.m.

### INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Commissioner John Dailey

### **AWARDS AND PRESENTATIONS**

- Proclamation Recognizing the 2017-2018 Citizen Charter Review Committee (*Chairman Nick Maddox*)
- Proclamation Recognizing April 21 and 22, 2018 as the Official Weekend of the Chain of Parks Art Festival

(Chairman Nick Maddox)

- Proclamation Recognizing May 20-26, 2018 as Public Works Week (Chairman Nick Maddox)
- Proclamation Recognizing the Tallahassee Pridefest 2018 Annual Celebration on April 21, 2018 (Commissioner Dozier)
- Presentation of Federal Alliance for Safe Homes (FLASH) declaring Leon County #HurricaneStrong (Leslie Chapman-Henderson)

### **CONSENT**

- 1. Annual Investment Report for Fiscal Year 2016-2017 (Clerk of Court)
- 2. Payment of Bills and Vouchers (County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
- 3. Revisions to Leon County Human Resources Policies and Procedures Manual to Implement the Recommendations from the Hurricane Irma After-Action Report (County Administrator/ County Administration/ Human Resources)

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

4. 2017 Status Report on the Leon County Real Estate Portfolio (County Administrator/ Office of Financial Stewardship/ Real Estate)

### 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.

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### **GENERAL BUSINESS**

5. Bid Award to COMANCO Environmental Corp. in the Amount of \$12,966,650 for the Landfill Closure

(County Administrator/ Public Works/ Engineering Services)

6. Appointment of Commissioners to the Value Adjustment Board (County Administrator/ County Administration)

7. Full Board Appointments to the Tallahassee Sports Council and the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee (County Administrator/ County Administration)

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

- 8. Joint County/City Adoption, Transmittal and Rezoning Public Hearings on the 2018 Cycle Comprehensive Plan Amendments (County Administrator/ P.L.A.C.E./ Planning)
- 9. First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses Miscellaneous) of the Code of Laws of Leon County, adding Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" (County Attorney)
- 10. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning District (Bannerman & Bull Headley) (County Administrator/ P.L.A.C.E./ Planning)
- 11. First and Only Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, Adoption of the Resolution and Approval of the Interlocal Agreement with Holy Comforter Episcopal School, Inc. (County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
- 12. First and Only First and Only Public Hearing to Consider an Ordinance to Amend the Leon County Charter to Provide for a Code of Ethics Upon Voter Approval at the November 6, 2018 General Election

(County Administrator/ County Attorney/ County Administration)

13. First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney (County Administrator/ County Attorney/ County Administration)

### 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**

<u>Items from the County Attorney</u>

<u>Items from the County Administrator</u>

**Discussion Items by Commissioners** 

### **RECEIPT AND FILE**

• Capital Region Community Development District Meeting Minutes: October 12, 2017, December 14, 2017 and January 11, 2018.

### **ADJOURN**

The next Regular Board of County Commissioner's meeting is scheduled for <u>Tuesday, April 24, 2018 at 3:00 p.m.</u>

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 Clerk website at <a href="https://www.leoncountyfl.gov">www.leoncountyfl.gov</a>

### **PUBLIC NOTICE**

### Leon County Board of County Commissioners 2018 Tentative Regular Meeting Schedule

Date	Day	Time	Meeting in 5 <sup>th</sup> Floor Chambers
January 23	Tuesday	1:00 p.m.	Joint Workshop Comp Plan Amendments
January 23	Tuesday	3:00 p.m.	Regular Board Meeting
February 13	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	6:00 p.m.	Transmittal Hearing on 2018 Cycle Comp Plan Amendments
March 27	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	6:00 p.m.	Adoption Hearing on 2018 Cycle Comp Plan Amendments
April 10	Tuesday	6:00 p.m.	Public Hearing on Proposed Charter Amendments
April 24	Tuesday	9:00 a.m.	Preliminary Budget Workshop
April 24	Tuesday	3:00 p.m.	Regular Board Meeting
May 8	Tuesday	3:00 p.m.	Regular Board Meeting
May 22	Tuesday	3:00 p.m.	Regular Board Meeting
June 19	Tuesday	9:00 a.m.	Budget Workshop
June 19	Tuesday	3:00 p.m.	Regular Board Meeting
July 10	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 10	Tuesday	3:00 p.m.	Regular Board Meeting
August 21	<del>Tuesday</del>	<del>6:00 p.m.</del>	Public Hearing on Charter Amendments
September 4	Tuesday	3:00 p.m.	Regular Board Meeting
September 4	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 24	Monday	3:00 p.m.	Regular Board Meeting
September 24	Monday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 9	Tuesday	3:00 p.m.	Regular Board Meeting
October 23	Tuesday	3:00 p.m.	Regular Board Meeting
November 20	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
December 10	Monday	9:00 a.m.	Board Retreat
December 11	Tuesday	3:00 p.m.	Regular Board Meeting
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### **PUBLIC NOTICE**

### **Leon County Board of County Commissioners** 2018 Tentative Regular Meeting Schedule

All Workshops, Meetings, and Public Hearings are held in the Leon County Courthouse,

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### **PUBLIC NOTICE**

## **Leon County Board of County Commissioners 2018 Tentative Schedule**

Month	Day	Time	Meeting Type
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 9	No meeting	BOARD RECESS
	Monday 15		MARTIN LUTHER KING, JR. DAY
	Tuesday 16	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider the Recommended Order and Exceptions on the Site and Development Plan Application for Brookside Village Residential Subdivision
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Thursday 25 & Friday 26	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
		<u>'</u>	
February 2018	Wednesday 7	7:30 a.m7:00 p.m.	FAC Legislative Day Challenger Learning Center – 200 S. Duval St.
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending of Official Zoning Map to change Zoning Classification from Urban Fringe (UF) District to Light Industrial (M-1) District
March 2018	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Saturday 3 – Wednesday 7		NACO Legislative Conference Washington Hilton - Washington, DC
	Monday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 22	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

Month	Day	Time	Meeting Type
March 2018 (cont.)	Tuesday 27	6:00 p.m.	First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision.
		6:00 p.m.	First and Only Public Hearing for the Type 'C' Site and Development Plan Application for the Benners Sand Mine on Tram Road
April 2018	Tuesday 10	<del>12:00 3:00 p.m.</del> Cancelled	Workshop on Charter Review Committee Final Report
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption and Transmittal Hearings on 2018 Cycle Comprehensive Plan Amendments
		6:00 p.m.	First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single-and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District (Barcelona Offices)
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning District (Bannerman & Bull Headley)
		6:00 p.m.	Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing to Consider Issuance of Bonds for Holy Comforter
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms"
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend the Leon County Charter to Provide for a Code of Ethics Upon Voter Approval at the November 6, 2018 General Election
	Tuesday 17	1:30 p.m. Cancelled	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 19 & Friday 20	Seminar 3 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Tuesday 24	9:00 a.m. – 3:00 p.m	n. Preliminary Budget Workshop

Month	Day	Time	Meeting Type
April 2018 (cont.)	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
May 2018	Tuesday 8	1:00 p.m.	Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)
		6:00 p.m.	First & Only Public Hearing on proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two-Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (5819 W. Tennessee St. – Ceballos Mixed Use Development)
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single Family Two-Family Residential (R-3) Zoning District (3700 Deshazier Lane – Redwood Villas)
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 24	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 28	Offices Closed	MEMORIAL DAY
June 2018	Monday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 19	9:00 a.m. – 3:00 p.m. 3:00 p.m.	Budget Workshop  Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election
	Thursday 21	1:00 – 3:00 p.m.	Workshop on Blueprint 2020 Implementation Plan for Infrastructure and Economic Development Programs City Commission Chambers
		3:00 p.m.	Adoption Hearing for the 2018 Comprehensive Plan Amendments on the proposed text amendment to the Intergovernmental Coordination Element City Commission Chambers

Month	Day	Time	Meeting Type
June 2018 (cont.)	Thursday 21	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency meeting City Commission Chambers
	Tuesday 26 - Friday 29		FAC Annual Conference & Educational Exposition Orange County; Hyatt Regency, Orlando, FL
July 2018	Wednesday 4	Offices Closed	INDEPENDENCE DAY
	Monday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 10	9:00 a.m. – 3:00 p.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Friday 13 - Tuesday 16		NACo Annual Conference & Exposition
	Tuesday 24	No Meeting	Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS
	Tuesuay 24	Tro weeting	BOTAL RECESS
August 2018	Wednesday 1 – Saturday 4		National Urban League Annual Conference Columbus, Ohio
	Thursday 9 - Sunday 12		Chamber of Commerce Annual Conference Amelia Island, FL
	Tuesday 21	<del>6:00 p.m.</del> Cancelled	Public Hearing on Charter Amendments (if
	Tuesday 28	Primary Election	necessary) PRIMARY ELECTION DAY
	Tuesuay 20	Timuly Election	
September 2018	Monday 3	Offices Closed	LABOR DAY
	Tuesday 4	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 18/19*
	Thursday 13	4:00 p.m. & 6:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing, City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 19 – Sunday 23		Congressional Black Caucus Annual Legislative Conference Washington DC
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 25 Monday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19*
	Wednesday - 26 Thursday 27		FAC Innovation, Education & Leadership Summit Charlotte Harbor Event & Conference Center – Charlotte County- Punta Gorda, FL
* These public hearin	g dates may change becaus	se of the School Board's sche	duling of its budget adoption public hearings.
October 2018	Tuesday 9	3:00 p.m.	Regular Meeting
OCTUBEL 2016	Tuesday 9	3.00 p.m.	County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 16	9:00 - 11:00 a.m.	Capital Region Transportation Planning Agency Workshop TBA
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Month	Day	Time	Meeting Type
October 2018 (cont.)	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
November 2018	Tuesday 6	General Election	ELECTION DAY
	Monday 12	Offices Closed	VETERAN'S DAY OBSERVED
	Thursday 15	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 22	Offices Closed	THANKSGIVING DAY
	Friday 23	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Monday 26	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 28 - Friday 30		FAC Legislative Conference - Marriott Tampa Waterside – Hillsborough County-Tampa, FL
December 2018	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 24	Offices Closed	CHRISTMAS EVE
	Tuesday 25	Offices Closed	CHRISTMAS DAY
	Monday 31	Offices Closed	NEW YEAR'S EVE
			_
January 2019	Tuesday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 8	No Meeting	BOARD RECESS
	Monday 21		MARTIN LUTHER KING, JR. DAY
	Tuesday 22	3:00 p.m.	Regular Meeting

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## Citizen Committees, Boards, and Authorities 2018 Term Expirations and Vacancies

www.leoncountyfl.gov/committees/list.asp

### **CURRENT VACANCIES**

none

### **UPCOMING TERM EXPIRATIONS**

### **APRIL 30, 2018**

### **Tallahassee Sports Council**

Board of County Commissioners (2 appointments)

### TLC Minority, Women, & Small Business Enterprise Citizen Advisory Committee

Board of County Commissioners (2 appointments)

### **JUNE 30, 2018**

### **Affordable Housing Advisory Committee**

Board of County Commissioners (1 appointment)

#### **Architectural Review Board**

Board of County Commissioners (3 appointments)

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

Board of County Commissioners (1 appointment)

### **CareerSource Capital Region Board**

Board of County Commissioners (3 appointments)

#### **Planning Commission**

Board of County Commissioners (1 appointment)

### **JULY 31, 2018**

### Big Bend Health Council, Inc.

Board of County Commissioners (4 appointments)

### **Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

#### **Water Resources Committee**

Commissioner - District II: Jackson, Jimbo (1 appointment)

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

### **SEPTEMBER 30, 2018**

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

Board of County Commissioners (2 appointments)

### **Joint School Coordinating Committee**

Board of County Commissioners (1 appointment)

### **Leon County Research and Development Authority**

Board of County Commissioners (3 appointments)

### **Science Advisory Committee**

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

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

Board of County Commissioners (4 appointments) Commissioner - District I: Proctor, Bill (1 appointment) Commissioner - District III: Dailey, John (1 appointment) Commissioner - District V: Dozier, Kristin (1 appointment)

### **OCTOBER 31, 2018**

### **Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointments)

### **Tourist Development Council**

Board of County Commissioners (3 appointments)

### **DECEMBER 31, 2018**

### **Audit Advisory Committee**

Board of County Commissioners (2 appointments)

### Joint City/County Bicycling Workgroup

Board of County Commissioners (3 appointments)

### **Library Advisory Board**

Commissioner - At-large II: Maddox, Nick (1 appointment) Commissioner - District I: Proctor, Bill (1 appointment) Commissioner - District V: Dozier, Kristin (1 appointment)

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #1** 

### **Leon County Board of County Commissioners**

### Agenda Item #1 April 10, 2018

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

**From:** Gwendolyn Marshall, Clerk of the Circuit Court and Comptroller

**Title:** Annual Investment Report for Fiscal Year 2016-2017

Review and Approval:	Vincent S. Long, County Administrator			
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Jordan Steffens, Finance Director, Clerk of the Circuit Court and Comptroller			
Lead Staff/ Project Team:	Norma Parrish, Treasury Manager			

### **Statement of Issue:**

As required by Leon County's Investment Policy (17-4), this agenda item seeks the Board acceptance of the FY 2016-2017 Annual Investment Report as provided by the Leon County Clerk of Circuit Court and Comptroller.

### **Fiscal Impact:**

This item has no current fiscal impact; however, the report details investment income earned of approximately \$1.9 million for the Fiscal Year 2016-2017.

### **Staff Recommendation:**

Option #1: Accept the Annual Investment Report for Fiscal Year 2016-2017 (Attachment #1).

Title: Annual Investment Report for Fiscal Year 2016-2017

April 10, 2018

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### **Report and Discussion**

### **Background:**

The Surplus Funds Investment Ordinance No. 02-18, established the Investment Oversight Committee (IOC) to monitor investments and established specific authority for the investment of surplus funds as required by state statutes. Additionally, County Policy No. 17-4 states that the IOC will provide the Board of County Commissioners with an annual report on the performance and conditions of the County's investments.

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

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

### **Analysis:**

Clerk staff, in conjunction with the external manager, developed an Annual Investment Report that outlines the investment activities of Leon County (Attachment #1). This report was presented to the IOC at its quarterly meeting on March 14, 2018. The IOC reviewed and approved the report, and authorized it to be forwarded to the Board of County Commissioners. The Clerk and IOC report that the investment of all funds this year was consistent with the Leon County Investment Policy No. 17-4, implemented pursuant to Ordinance No. 02-18.

The total income of \$1,943,409 provided an effective rate of return of 1.17% on an average daily balance of \$165,941,591 in fiscal year 2017. For comparison, the portfolio earned a total income of \$2,346,541 during the fiscal year ending September 30, 2016. This total income provided an effective rate of return of 1.34% on an average daily balance of \$175,731,432.

Income year-over-year dropped by 17% as a result of several factors including the \$9.8 million drop in overall portfolio average daily investable balances. The primary reasons for the reduction in average daily balance of investable cash year-over-year included expenditure of funds for capital construction projects as well as disaster recovery. The County will be reimbursed from the federal and state government for most of the prior year disaster related expenditures during the current fiscal year.

Title: Annual Investment Report for Fiscal Year 2016-2017

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The Florida Division of Treasury manages the fixed income investment operation for both general revenue and trust funds in the State Treasury, and funds of organizations such as Leon County Board of County Commissioners opting to participate in the Treasury's Special Purpose Investment account (SPIA). However, in March 2015, the State of Florida closed the Florida Treasury Investment Pool to any new members that are non-component units of the State of Florida. The IOC will oversee a strategy to allocate more funds to this unique local government higher earning investment opportunity, because the participation in this state managed pool meets the Leon County policy objectives of return maximization with acceptable levels of risk. During the fiscal year the average daily balance invested in SPIA was increased from \$65 million to \$76 million to take advantage of the higher returns.

### **Options:**

- 1. Accept the Annual Investment Report for Fiscal Year 2016-2017 (Attachment #1).
- 2. Do not accept the Annual Investment Report for Fiscal Year 2016-2017.
- 3. Board direction.

### **Recommendation:**

Option #1.

### Attachment:

1. Annual Investment Report for Fiscal Year 2016-2017.

FOR THE YEAR ENDED SEPTEMBER 30, 2017

GWEN MARSHALL CLERK OF CIRCUIT COURT AND COMPTROLLER

LEON COUNTY, FLORIDA

Fiscal Year Ended September 30, 2017 Leon County, Florida

### **EXECUTIVE SUMMARY**

The Commission approved Investment Policy provides for a conservatively managed portfolio that performed as expected during fiscal 2017. Policy controls related to portfolio duration, credit quality, liquidity and instrument selection have been established to reduce volatility with respect to investment returns. The portfolio earned \$2,101,797 in interest and realized losses of \$158,388 for a total income of \$1,943,409 during the fiscal year ending September 30, 2017. This total income provided an effective rate of return of 1.17% on an average daily balance of \$165,941,591. For comparison, the portfolio earned \$2,153,602 of interest and realized gains of \$192,938 for a total income of \$2,346,541 during the fiscal year ending September 30, 2016. This total income provided an effective rate of return of 1.34% on an average daily balance of \$175,731,432.

Income year over year dropped by 17% as a result of several factors including the \$9.8 million drop in overall portfolio average daily investable balances. The primary reasons for the reduction in average daily balance of investable cash year over year included expenditure of funds for capital construction projects as well as disaster recovery. The county will be reimbursed from the state and local government for most of the prior year disaster related expenditures during the current fiscal year. In addition, the external portfolio realized losses from active management in the portfolio for the 12-months ending September 30, 2017. The \$158,388 in realized losses for the period was attributed to selling investments to take advantage of new opportunities to reinvest at higher yields. Reloading the portfolio into a higher yield environment is expected to translate into higher income in the future. From a total return perspective, Insight's active management style has also translated into incremental returns over the passive benchmark.

Section 218.415 (15), Florida Statutes, requires Leon County Clerk of Circuit Court and Comptroller to provide an annual report to the Board of County Commissioners of the securities in the portfolio by investment type, book value, market value and income earned. This information is included in Table I below and the chart on page 7 as of September 30, 2017.

Portfolio	Book Value	Market Value
Insight Investment	66,016,496	65,815,566
FL Local Govt Investment Trust	5,878	5,878
FL State Treasury SPIA	51,183,462	51,055,706
FL Prime	5,679	5,679
Wells Fargo Cash	9,109,533	9,109,533
Wells Fargo Sweep	1,398,558	1,398,558
Total Cash and Investments	127,719,606	127,390,920

### Table II Average Daily Balance and Income

Investment Type	FY 2016 Ave Daily Balance	FY 2017 Ave Daily Balance	Total Income FY 2017
Insight Investment	78,831,746	71,975,030	778,992
FL Local Govt Investment Trust	10,447,425	347,543	1,581
FL State Treasury SPIA	64,762,094	76,399,622	1,068,171
Florida Prime	1,159,153	114,113	1,051
Wells Fargo Cash	20,531,013	12,572,945	78,636
Wells Fargo Sweep Account		4,532,338	14,979
Total Daily Average	175,731,432	165,941,592	
Total Income			1,943,409
Income / Ave. Daily Bal			1.17%

Fiscal Year Ended September 30, 2017 Leon County, Florida

### **Investment Oversight Committee**

The Investment Policy of the Board of County Commissioners provides for an Investment Oversight Committee to work with the Clerk of the Circuit Court and Comptroller in the investment of the portfolio. The Committee meets quarterly unless interim issues require more frequent meetings. Meetings are noticed, open to the public and the minutes of each meeting recorded. The IOC consists of the Clerk; the County Administrator Designee, Director of Financial Stewardship, Scott Ross; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. They are David Reid, CPA, Michael Kramer, managing partner, K3 Investments, and J. Ben Watkins III, State of Florida Director of the Division of Bond Finance.

During the fiscal year ending September 30, 2017, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception.

### **Investment Managers**

The investment portfolio quarterly ending balances ranged from \$127,390,920 to \$203,908,253 during the fiscal year, with higher balances during the winter as tax collections are distributed by the Leon County Tax Collector. The internal portfolio was generally allocated to the Florida Treasury Special Purpose Investment Account (SPIA) during the year due to the higher returns.

Insight Investment, the external manager invested an average of 42% of the Leon County portfolio. Currently, Insight Investment manages approximately \$65 million fixed income assets that results in a portfolio duration ranging between 1.5 and 2.0 years. The established performance benchmark for Insight is the Bank of America/Merrill Lynch 1-3 Year Government Index. Insight Investment, formerly known as Cutwater Asset Management, has managed the County's external portfolio since June 1, 2010.

The Clerk completed bidding out its banking relationships pursuant to a competitive selection process and entered into a new contract on April 1, 2012, with Wells Fargo Bank. During the most recent fiscal year, the contract was renewed for an additional two years starting April 1, 2017. In March 2017, an account was added with Wells Fargo to sweep overnight balances in excess of a \$9 million compensating balance. The return in September 2017 on the compensating cash balance used to fund service charges was 1.25%, while the overnight sweep account earned 86 basis points.

Fiscal Year Ended September 30, 2017 Leon County, Florida

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Fiscal Year Ended September 30, 2017 Leon County, Florida

### I. <u>INVESTMENT POLICY</u>

Section 218.415, Florida Statutes provides units of local government the ability to adopt a written investment plan to govern the investment of their investment portfolio. The Leon County Board of County Commissioners on September 17, 2002 adopted an investment policy. One requirement is to present an annual report to the Board of County Commissioners. On October 11, 2011 and again on February 25, 2014, the Board adopted revisions to the Policy to provide the flexibility to manage the portfolio in the volatile market environment. During Fiscal Year 2017, the IOC reviewed the Policy, recommended revisions, and submitted an agenda item to the Board. The draft policy was approved by the Board on July 11, 2017.

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

### II. INVESTMENT OVERSIGHT COMMITTEE

The Clerk established the Investment Oversight Committee (IOC) to formulate investment strategies, to provide short-range direction, and to monitor the performance and structure of the County's portfolio. The IOC consists of the Clerk; the County Administrator Designee, Director of Financial Stewardship, Scott Ross and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members are David Reid, CPA, Michael Kramer, managing partner, K3 Investments, and J. Ben Watkins III, State of Florida Director of the Division of Bond Finance.

### III. ACTIVITIES OF THE INVESTMENT OVERSIGHT COMMITTEE

The Investment Oversight Committee (IOC) conducted periodic meetings to discuss issues relating to the investments of the County. During the current year, the IOC continued to maintain the average annual effective duration for the portfolio of approximately two years. Given the Federal Reserve forecasts for three rate hikes in 2018, the IOC will continue to carefully monitor the portfolio duration and allocation of assets.

### IV. INVESTMENT OBJECTIVES

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

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

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

Fiscal Year Ended September 30, 2017 Leon County, Florida

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

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

### V. PORTFOLIO PERFORMANCE

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

The portfolio earned \$2,101,797 in interest and realized losses of \$158,388 for a total income of \$1,943,409 during the fiscal year ending September 30, 2017. This total income provided an effective rate of return of 1.17% on an average daily balance of \$165,941,591. For comparison, the portfolio earned \$2,153,602 of interest and realized gains of \$192,938 for a total income of \$2,346,541 during the fiscal year ending September 30, 2016. This total income provided an effective rate of return of 1.34% on an average daily balance of \$175,731,432.

The external portfolio did realize losses from active management in the external portfolio for the 12-months ending September 30, 2017. Of the \$158,388 in realized losses for the period, approximately \$111,000 was attributed to selling investments to take advantage of new opportunities for the external portfolio. The \$47,000 remaining portion of the realized losses was due to selling investments in March 2017 to transfer to the internal portfolio to invest in the Florida State Treasury SPIA. Insight is actively managing the account to take advantage of new opportunities. The new issue market and higher short-term yields allow Insight to reinvest at higher yields. So on Sept 30, 2016, the yield on the portfolio was 1.05%. On Sept 30, 2017, it was 1.59% and as of February 28, 2018, it is 2.43%. Reloading the portfolio into a higher yield environment should translate into higher income in the future. From a total return perspective, Insight's active management style has also translated into incremental returns over the passive benchmark.

The Following is an overall market and portfolio specific commentary provided by the County's investment advisor, Insight Investment.

### Insight Investment Fourth Quarter 2017 Review & Outlook

During the fourth quarter, the Federal Reserve (Fed) made good on their 2017 forecast by raising the overnight lending rate for the third time during the calendar year. The upper bound of 1.5% is still historically accommodative as inflation measures range closer to 2.0%. This implies a negative real borrowing rate for member banks. This nuance partially explains why financial conditions remain benign despite the rising central bank rate.

The other significant explanatory variable for and low volatility market environment is the observed strength of the US and global economies. In the third quarter of 2017, US GDP growth was 3.2% despite the potential slow down effects from the summer hurricanes. The unemployment rate has dropped to new lows of 4.1% through December. Higher consumer and business confidence

Fiscal Year Ended September 30, 2017 Leon County, Florida

measures remain high both domestically and globally, with Europe and Japan in particular experiencing upticks in economic activity. The resulting narrative is being characterized as a "synchronization" of global growth.

The fixed income market returns for the fourth quarter and for the year were positive. Beginning with Treasuries, an active Fed combined with accommodative financial conditions and modest inflation expectations resulted in a flattening of the Treasury curve. For the year, 2-year Treasuries rose by 70bp while 30-year Treasuries fell by 32bp. This stability in longer maturity securities coupled with the higher yields being earned on shorter maturity securities actually resulted in positive absolute returns for the year. Intermediate term Treasuries returned 2.09% and long maturity Treasuries returned 2.69% in 2017 according to Bloomberg Barclays indexes.

Non-Treasury fixed income investments fared even better. Risk premiums narrowed for the unsecured corporate and structured credit sectors alike. Investment grade spreads narrowed 29bp for the year to add 3.35% in excess returns versus Treasuries. High yield excess returns registered 6.10% versus Treasuries and 7.50% in absolute returns for the year. The structured credit sectors including agency MBS, commercial MBS and consumer ABS also enjoyed positive absolute and Treasury-relative returns for the year.

Thinking ahead, 2018 appears to be on track to build on what occurred in 2017: namely, sustained economic growth, further improvement in labor markets, and central bank policy that continues to step back from an ultra-accommodative stance. This is true not only in the US, but in other developed markets as well. Treasury yield curves could therefore continue to flatten and risk premiums for the credit sectors could continue to narrow.

While this outlook is the most likely outcome, we would caution that these themes are market-consensus views and perhaps pricing already reflects this outcome. Market volatility is notably low and probably continues to remain low with stable economic growth and central bank gradualism. Yet if volatility does spike, avoiding the most crowded positioning should result in the most prudent portfolio.

### VI. PERMITTED INVESTMENTS AND ALLOWABLE MATURITIES

Table 1 summarizes the permitted investments, composition limits, and maximum allowable maturities. The County's available funds are invested according to Leon County Investment Policy Section XV, which authorizes the County to invest in specific permitted investment types. The permitted investments are restricted by the Policy in their composition limits and maximum allowable maturities. The Policy permits maturities of the operating portfolio establishing a range of 60 days to 10 years. Table 1 gives a brief description of each investment type. It is generally regarded that the following investment types are safe investments and meet the Policy's first objective: safety.

Table 1 - Permitted Investments

Investment Type	Composition Limit	Max Maturity/ WAL Limit
Repurchase Agreements	15%, 5% any one issuer	60 Days
Bankers' Acceptances	15%, 5% any one issuer	270 Days
Commercial Paper	20%, 5% any one issuer	270 Days
Financial Deposit Instruments	30%	2-Year, 1-Year Avg
Federal Agencies	100%, 20% any one issuer	5-Year
Federal Instrumentalities	45%, 15% any one issuer	5-Year
Corporate Debt	25%, 3% any one issuer	5-Year
Municipal Bonds	35%, 3% any one issuer	5-Year

Fiscal Year Ended September 30, 2017 Leon County, Florida

Mortgage Backed Securities (MBS), including CMOs	35%, 5% any one issuer	5-Year WAL
Asset Backed Securities	10%,3% any one issuer	5-Year WAL
Commercial Mortgage Backed Securities (CMBS)	8% , 3% any one issuer	5-Year WAL
Treasuries	100%	10-Year
SBA,FLGIT, FMIT 0-2, and FMIT 1-3	15% each	NA
SPIA. Money Markets	100%	NA

The internal portfolio was invested in the following government pools during fiscal year ending September 30, 2017:

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

Florida PRIME is administered by the Florida State Board of Administration (SBA) for the purpose of pooling investment funds of local governments in an investment portfolio of money market instruments that provide liquidity while preserving capital. On February 13, 2008, the Trustees of the SBA hired Federated Investors to manage Florida PRIME, effective on March 1, 2008. As of October 1, 1997, the SBA had converted Florida PRIME to a "2a-7 like" investment pool (SEC Rule 2a-7 of the Investment Company Act of 1940). The SBA generally intends to maintain a weighted average maturity of 60 days or less, to invest at least 50% of the pooled assets in securities rated A-1+ or deemed of comparable quality, and to have no more than 25% of assets in a single industry sector, except the financial services industry. On September 30, 2017, Florida PRIME was invested in fixed rate and floating rate bank instruments, repurchase agreements, fixed rate and floating rate corporate commercial paper, floating rate corporate notes, money market mutual funds, and fixed rate and floating rate asset backed commercial paper. A maximum of 15% of the portfolio may be invested in Florida PRIME.

### B. The Florida Local Government Investment Trust Government Fund (FLGIT)

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

### C. Special Purpose Investment Trust (SPIA)

Effective July 1, 2004, Section 17.61(1), Florida Statutes was amended to permit organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool "Special Purpose Investment Account (SPIA)." Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. During the current fiscal year, the Board of County Commissioners approved revisions to the County's Investment Policy effective July 11, 2017, to remove the 50% limit and allow up to 100% of the County portfolio to be invested in SPIA.

In March 2015, the Florida Treasury implemented procedures to provide better cash forecasting and an increase in funds available for longer term investments which should increase the interest

Fiscal Year Ended September 30, 2017 Leon County, Florida

earnings of the pool as a whole. These enhancements include (1) closing the pool to new noncomponent unit entities, (2) requiring new withdrawal notices and minimum balance requirements and (3) setting a cap on investment amounts. Instead of 100% liquidity with 3 days' notice, the Florida Treasury now requires 5 days' notice for liquidations between \$20 and \$75 million and 20 days' notice for liquidations over \$75 million. In addition, 6 months' notice is required for liquidations planned below a floor calculated as 60% of the previous 3 months average balance. The changes by the Florida Treasury will reduce the possibility of large unplanned liquidations from the pool. The IOC evaluated these changes and determined that the associated risks would be monitored and dollars reallocated between asset classes (including SPIA) based on periodic analysis of the market risk.

The financial details and disclosures for the Treasury Investment Pool are made in Note 2 to the State of Florida Comprehensive Annual Financial Report (CAFR).

The Treasury Investment Pool (Pool) earned \$34,636,567.77 in September 2017. For the month of September, these earnings resulted in a gross effective interest rate (annualized) of 1.8207%. The Pool's fair value factor was 0.9975 for September. A factor more than 1.0000 provides that the market value of the Pool's investments is more than the funds invested in the Pool. For more information relating to the Treasury Investment Pool, please visit the website at <a href="http://www.myfloridacfo.com/Division/Treasury/">http://www.myfloridacfo.com/Division/Treasury/</a>.

### VII. LIQUIDITY REQUIREMENTS

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

### VIII. INVESTMENT OPERATIONS

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

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

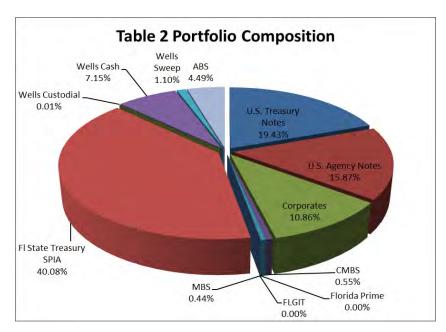
### A. Portfolio Balances

The portfolio's ending balance for fiscal year 2017 was \$127,390,920 while the ending balance for 2016 was 143,341,397, a decrease of \$15,950,477.

Fiscal Year Ended September 30, 2017 Leon County, Florida

### B. Portfolio Composition

The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting. The portfolio was managed in compliance with diversification requirements for investment types as shown in the following Table 2.



### C. Portfolio Maturities

Portfolio management was also accomplished in compliance with the Policy that requires ensuring sufficient liquidity as well as diversity in maturities. Shown in Table 3 are the average terms of each investment type held as of fiscal year end 2017 and 2016. Average term is the weighted average number of days remaining to maturity of the investment. Average terms greater than one year represent investments of non-current funds, including the non-current operating portfolio, and investments of bond proceeds and debt service reserve funds. The externally managed portfolio was invested for a weighted average term of approximately 867 days in fiscal year 2017, as compared with a weighted average term of 797 days in fiscal year 2016.

Table 3- External Manager Average Term by Investment Type (Days)

	FY 2017	FY 2016
US Treasury Notes	904	835
US Agency Notes	622	755
Commercial Mortgage Backed Securities	871	1,454
Asset Backed Securities	1,003	1,225
Mortgage Backed Securities	5,935	1,725
Municipal Notes	-	346
Corporate Notes	513	739

### D. Earnings and Yields

Fiscal Year Ended September 30, 2017 Leon County, Florida

The portfolio earned \$2,101,797 in interest and realized losses of \$158,388 for a total income of \$1,943,409 during the fiscal year ending September 30, 2017. This total income provided an effective rate of return of 1.17% on an average daily balance of \$165,941,591. For comparison, the portfolio earned \$2,153,602 of interest and realized gains of \$192,938 for a total income of \$2,346,541 during the fiscal year ending September 30, 2016. This total income provided an effective rate of return of 1.34% on an average daily balance of \$175,731,432. The range of duration of the County's overall portfolio is defined as 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above. The duration of the portfolio was an annual average of 2.3 years.

Table 4- Quarter Wt. Average Yields

	09.30.16	12.31.16	03.31.17	06.30.17	09.30.17
Insight	1.05%	1.43%	1.48%	1.54%	1.59%
FI Local Govt Investment Trust	1.11%	1.12%	1.28%		1.33%
FI State Treasury SPIA	1.58%	0.83%	1.13%	1.75%	1.70%
Florida Prime	0.78%	0.90%	1.07%		1.34%
Wells Fargo Cash Pool	0.50%	0.75%	0.88%	1.13%	1.25%
Wells Fargo Money Market					0.86%
Quarter Wt. Average Yields	1.15%	1.06%	1.25%	1.63%	1.60%

The dollar amount of interest earnings is used in historical and budgetary comparisons, and in cash flow analysis. Actual interest earnings totaled \$2,101,797 in fiscal year 2017 and \$2,153,692 in fiscal year 2016. Actual interest earnings were \$1,008,245, more than the budget in fiscal year 2017 and \$1,055,776 more than the budget in fiscal year 2016.

Table 5- Budget and Actual Income

	FY 2017	FY 2016
1	2,101,797	2,153,692
	1,093,552	1,097,916
)	\$1,008,245	\$1,055,776

### IX. CONCLUSION

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

- Investment income decreased 17% year over year due to lower investible cash and active portfolio management. The primary reasons for the \$9.8 reduction in average daily balance of investable cash year over year included expenditure of funds for capital construction projects as well as disaster recovery during the fiscal year, much of which will be reimbursed from various grants. The active portfolio management of reloading the external portfolio into a higher yield environment should translate into higher income in the future.
- The Investment Portfolio activity was in full compliance with the Investment Policy.
- The economic environment continued to be highly volatile. The external manager advised that Insight would tactically manage the duration as changes in the market occurred.

Fiscal Year Ended September 30, 2017 Leon County, Florida

### **Investment Oversight Committee**

The IOC met quarterly to oversee the performance of the external manager. The investment policy requires staff to notify the IOC any time that any holdings drop below the minimum credit ratings required under the policy. The IOC will consider the then current market environment and make recommendations to either hold and monitor the investments or to liquidate the investments. It was determined at the February 23, 217 meeting that going forward it is the intent of the IOC to invest as much as possible in SPIA. During the June 7, 2017 meeting, the IOC approved various changes in the Investment Policy including removing the limit on investments in SPIA to allow up to 100% of the internal portfolio to be invested in SPIA. The draft policy was approved by the Board of County Commissioners on July 11, 2017.

On March 14, 2018 the IOC met to review and approve this annual report summarizing the performance of the internal portfolio and the external manager.

Presented by:

David Reid, Chairman

Investment Oversight Committee

Gwendolyn Marshall, Clerk of the Court and Comptroller, Leon County, Florida

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #2** 

### **Leon County Board of County Commissioners**

### Agenda Item #2

**April 10, 2018** 

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers

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:	Tiffany Fisher, Management Analyst

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted April 10, 2018 and pre-approval of payment of bills and vouchers for the period of April 11, 2018 through April 23, 2018.

### **Fiscal Impact:**

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

### **Staff Recommendation:**

Option #1: Approve the payment of bills and vouchers submitted for April 10, 2018, and pre-

approve the payment of bills and vouchers for the period of April 11, 2018

through April 23, 2018.

Title: Payment of Bills and Vouchers

April 10, 2018

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### **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the April 10<sup>th</sup> meeting, the morning of Monday, April 9, 2018. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

### **Analysis:**

Due to the Board not holding a regular meeting until April 24, 2018, it is advisable for the Board to pre-approve payment of the County's bills for April 11, 2018 through April 23, 2018 so that vendors and service providers will not experience hardship because of delays in payment. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

### **Options:**

- 1. Approve the payment of bills and vouchers submitted for April 10, 2018, and pre-approve the payment of bills and vouchers for the period of April 11, 2018 through April 23, 2018.
- 2. Do not approve the payment of bills and vouchers submitted for April 10, 2018, and do not pre-approve the payment of bills and vouchers for the period of April 11, 2018 through April 23, 2018.
- 3. Board direction.

### **Recommendation:**

Option #1.

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #3** 

### **Leon County Board of County Commissioners**

Agenda Item #3

**April 10, 2018** 

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Revisions to Leon County Human Resources Policies and Procedures Manual

to Implement the Recommendations from the Hurricane Irma After-Action

Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Mathieu Cavell, Assistant to the County Administrator
Lead Staff/ Project Team:	Candice Wilson, Director of Human Resources Amy Cox, Human Resources Manager

### **Statement of Issue:**

This agenda item seeks Board approval of revisions to the Leon County Human Resources Policies and Procedures Manual to implement the recommendations from the Hurricane Irma After-Action Report by clarifying and enhancing the County's policies related to staff responsibilities during a disaster.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve revisions to Leon County Human Resources Policies and Procedures Manual to implement the recommendations from the Hurricane Irma After-Action Report (Attachments #1 and #2).

Title: Revisions to Leon County Human Resources Policies and Procedures Manual to Implement the Recommendations from the Hurricane Irma After-Action Report

April 10, 2018

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### **Report and Discussion**

### **Background:**

This agenda item seeks Board approval of revisions to the Leon County Human Resources Policies and Procedures Manual to implement the recommendations of the Hurricane Irma After-Action report by clarifying and enhancing the County's policies related to staff responsibilities during a disaster.

Hurricane Irma was a historic and unprecedented storm which inflicted far-reaching damage throughout Florida and other areas in the United States and Caribbean island nations. One of the most destructive storms to impact Florida in recorded history, Hurricane Irma caused the largest mass evacuation in the history of the state and resulted in the largest-ever activation of emergency personnel and resources in Leon County. As is the case with any emergency event or disaster, Hurricane Irma presented a unique set of challenges for residents and responders and specific opportunities for improvements and refinements to continue to enhance our resiliency for the next disaster.

Following any large-scale emergency event, Leon County conducts an extensive after-action review to assess the preparedness, response, and recovery activities taken and to identify strengths and weaknesses in these efforts as well as recommendations for improvement during future emergencies. The Hurricane Irma After-Action Report presented 95 findings and 65 specific recommendations to build upon our community's successful response efforts and become even stronger for the next emergency. The Board accepted the report at the December 12, 2017 meeting. Relative to staffing, the report included the following:

- Finding #27: Many County staff reported that they were unsure whether their position was designated "EOC Essential" for the Hurricane Irma activation or whether they had an approved hardship exemption.
  - o Recommendation 27.1: Review the County's staff roster on an annual basis and update "Department Essential" and "EOC Essential" designations as appropriate in coordination with Department Directors.
  - o *Recommendation 27.2*: Review approved hardship exemptions for existing County employees on an annual basis and verify with employees and supervisors that approved exemptions are still needed.
  - o Recommendation 27.3: Evaluate whether additional emergency-related designations are needed for staff who will coordinate and/or support emergency operations, such as emergency shelters, comfort stations, points of distribution, the Citizens Information Line, and others.
  - o Recommendation 27.4: On an annual basis, prior to the start of the hurricane season on June 1, host a kickoff event with all staff designated essential to review the County's emergency plans, policies, and procedures and essential employees' roles during an emergency activation.

Title: Revisions to Leon County Human Resources Policies and Procedures Manual to Implement the Recommendations from the Hurricane Irma After-Action Report

April 10, 2018

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o Recommendation 27.5: Update the Employee Disaster Response Portal to include information about staff assignments during future emergencies and related training requirements and opportunities.

Recommendation 27.6: Update the Leon County CEMP and Personnel Policy as appropriate to incorporate the recommendations listed above.

To ensure that all emergency response functions are managed with adequate staffing levels and to clarify each County employee's roles and responsibilities during future emergency activations, this agenda item recommends specific revisions to the County's current personnel policy, consistent with the recommendations contained in the Hurricane Irma After-Action Report.

This policy revision is essential to the following FY2017-FY2021 Strategic Initiative:

• Implement the recommendations of the Hurricane Irma After-Action Report. (2017-14)

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

- (G2) Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.
- (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:**

Throughout Hurricane Irma, over 530 Leon County staff from 20 departments and divisions of Leon County government participated in response and recovery activities from the EOC and in the field. These personnel contributed nearly 18,000 staff hours coordinating efforts to keep citizens prepared and informed, establishing shelters to ensure the safety of Leon County citizens and evacuees from other areas, clearing roadways and restoring critical infrastructure following the storm, providing relief to citizens without power and air conditioning, assisting citizens with navigating the recovery process, collecting and managing storm debris, and much more.

However, as indicated in Finding #27 of the Hurricane Irma After-Action Report many County staff reported that they were unsure whether their position was designated "EOC Essential" for the Hurricane Irma activation or whether they had an approved hardship exemption. Based on the recommendations outlined in the After-Action Report, staff reviewed internal operations and procedures to further clarify and enhance the County's emergency plans and strategies that involve County employees who are an essential and important component of emergency response and recovery efforts.

Title: Revisions to Leon County Human Resources Policies and Procedures Manual to Implement the Recommendations from the Hurricane Irma After-Action Report

April 10, 2018

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In developing the revisions, Leon County Human Resources staff reviewed disaster policies from other local jurisdictions for best practices related to employee responsibilities in providing services during a Declared Local State of Emergency (DLSOE). The vast majority included disaster classifications for employees who had necessary pre-determined functions during disaster, and also classifications for all other employees who could support service delivery throughout an emergency.

In addition to clarifying disaster classifications, staff also further refined and strengthened how Leon County will work with employees who have certain hardships and cannot report to work following a disaster due to medical or family related issues. For future disasters, supervisors will continue to remain flexible when assigning and scheduling so as to accommodate staff who assist with disaster response and recovery operations.

The following revisions to Section V Pay Plan - 5.13 Emergency Guidelines for Compensation Work Hours and Work Assignments and Section X Discipline - 10.05(D) Guidelines for Disciplinary Actions for First Offenses, of the Leon County Human Resources Policies and Procedures Manual (Attachments #1 and #2) implement the specific recommendations of the Irma After-Action Report:

- All County employees will be classified as either "Emergency Critical" or "Emergency Support", the policy provides clarification of responsibilities for each category;
- Statement of the expectation that all employees are required to work before, during, and after a DLSOE;
- Statement of the responsibility of each employee to make arrangements for family and personal needs in advance of an emergency;
- Requirement for all employees to work either in their own divisions or in work locations outside their divisions unless released from work by the County Administrator;
- Clarification that working during a DLSOE is a condition of employment and that failure to respond is subject to disciplinary action up to and including termination of employment;
- Provision for employees to request a Hardship Exemption for medical or family related issues.

Upon the Board's approval of the policy revisions recommended herein, Human Resources staff will provide the updated policy to all County employees.

Title: Revisions to Leon County Human Resources Policies and Procedures Manual to Implement the Recommendations from the Hurricane Irma After-Action Report

April 10, 2018

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#### **Options:**

- 1. Approve the revisions to Leon County Human Resources Policies and Procedures Manual, Section V and Section X, to implement the recommendations from the Hurricane Irma After-Action Report (Attachments #1 and #2).
- 2. Do not approve revisions to Leon County Human Resources Policies and Procedures Manual, Section V and Section X, to implement the recommendations from the Hurricane Irma After-Action Report.
- 3. Board direction.

#### **Recommendation:**

Option #1.

#### Attachments:

- 1. Revisions to Leon County Human Resources Policies and Procedures Manual, Section V Pay Plan; 5.13-Emergency Guidelines for Compensation, Work Hours and Work Assignments
- 2. Revisions to Leon County Human Resources Policies and Procedures Manual Section X Discipline; 10.05D-Guidelines for Disciplinary Actions for First Offenses

#### 5.12 On-Call, Stand-By, and Call-Out Pay

Employees in positions that provide "emergency" service on a recurring basis may volunteer or be designated "on-call" during other than normal working hours. Employees in such "on-call" status are expected to be constantly available in order to respond immediately to the need for their services. Such employees shall receive "ON-CALL" pay consisting of a weekly premium in an amount designated by the Board, and shall be paid for the time worked.

When an emergency requires employees not scheduled for "ON-CALL" duty to be in preparedness status to come to work upon call, they are considered to be on "STAND-BY," and are compensated according to the established "ON-CALL" premium amount. Should these employees' status move from ON-CALL or STAND-BY into "CALL-OUT," or should any employee with no prior notice be called out, they are compensated from the time of the call and provided a minimum of two hours worked. Compensation differs between normal weekday (Monday thru Friday), weekend (Saturday & Sunday), and Holiday.

On-Call pay is \$10.00 per day, \$15.00 per weekend day and \$20.00 per Holiday. (Weekend days are defined as Saturday and Sunday.) Should the employee be called out, a minimum of two (2) hours pay will be granted

#### 5.13 Emergency Guidelines for Compensation, Work Hours, and Work Assignments

The purpose of this policy is to provide guidelines for compensating employees and designating work hours and work assignments for employees <u>under the County Administrator</u> during a Declared Local State of Emergency (DLSOE). <u>This policy applies to all employees—regular full time and part-time</u>, <u>OPS and PRN. Participation is considered a condition of employment. All County employees are essential and important to the organization for the emergency service delivery system.</u>

Employees may be reassigned to other work areas, <u>locations</u>, and work hours altered in order to ensure continuation and restoration of community services, maintain safety, and fulfill the County's responsibilities to its citizens.

The County shall make a reasonable effort to release employees from work prior to, during, and after any DLSOE to take care of personal and family related safety matters. <u>It is the responsibility of employees to prepare and make arrangements for family and personal needs in advance of the emergency.</u>

Whether the County remains operational or shuts down operations due to a DLSOE, all employees will be required to report to work, if needed. <u>During a period of emergency, day to day operations may be altered and temporary duties outside the normal scope of employment may be required.</u> All employees are required to work before, during and after a DLSOE. Employees may be required to perform their normal essential functions or they may required to perform work specific to an emergency (Emergency Operations Center, evacuation shelters, comfort stations or any other facility).

#### **DEFINITIONS:**

DLSOE: A Declared Local State of Emergency made pursuant to the authority granted the Board of County Commissioners under Chapter 252, F.S. in accordance with the Emergency Management Ordinance (93-16).

**Emergency Critical** Department Essential: An employee designated by the County, who is required to report to their regular work assignment to assist with the department's essential functions as designated in the department's Continuity of Operation Plan or emergency operating procedures.

EOC <u>Emergency Support</u>: An employee not designated as <u>Emergency Critical</u> will be designated as an <u>EOC <u>Emergency Support</u> employee and assist with assigned functions at the Emergency Operations Center (EOC), <u>evacuation shelters</u>, <u>comfort stations</u> <u>or any other duty to support emergency operations</u>.</u>

Non-Exempt (Hourly): An employee who is paid an hourly wage under the Fair Labor Standards Act (FLSA) to receive overtime pay for hours worked in excess of 40 in a workweek.

Exempt (Salaried): An employee who is paid a salary (not an hourly wage) to perform the duties and responsibilities of a job regardless of hours worked in a workweek. In accordance with the Fair Labor Standards Act, this category of employee is exempt from the overtime pay provisions of the Act.

#### PROCEDURE:

- A. All Leon County employees will be designated as either <u>Emergency Critical</u> Department Essential in accordance with the Departments Continuation of Operations Plan (COOP) and/or emergency operating procedures; or <u>Emergency Operations Center (EOC)</u> <u>Emergency Support.</u> Each department is responsible for making this designation for its employees and providing an annual listing of employee's assigned in each category to the <u>Division of Volunteer Services and Human Resources annually, prior to the start of hurricane season.</u> by the end of March each year.
- B. Upon issuance of a DLSOE and activation of the County's EOC, the County Administrator, or designee, may initiate implementation of this policy. Emergency Management will issue the date and time that the EOC activation occurs.
- C. Upon activation of the EOC as identified above, all County employees designated as EOC Emergency Support may be required to report to the EOC or the VRC, or at any other location to assist in the County's disaster response efforts. Roles may be pre-assigned or assigned as the situation dictates. Only the County Administrator or designee may authorize the release of some employees from work.

D. Administration: Volunteer Services will assume the responsibility for assigning and training County employees in their respective emergency management functions.

#### **APPLICATION:**

Non-Exempt Employees on Duty. Non-exempt Career Service employees reporting for duty during a DLSOE will be compensated as follows:

- Pay equal to their regular rate of pay for the time they are required to work during a DLSOE, up to 40 hours actually worked.
- Overtime Pay at one-and one half times their regular pay for hours actually worked over 40 hours in accordance with FLSA.
- Pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave (See Personnel Policy Section 7.19 D.)
- This provision does not apply to EMS Special Risk employees.

Exempt Employees on Duty. Exempt employees reporting for duty during a DLSOE will be compensated as follows:

- Exempt Career Service and Executive Support employees will receive one hour of compensatory time for each hour worked over 40 hours in a workweek.
- Exempt Career Service, Executive Support, and Senior Management employees will receive pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave.
- Senior Management employees designated as EOC Essential Emergency Support will be required to work, as needed, at the EOC or the VRC during a DLSOE. Senior Management employees will not receive any additional compensation for hours worked over 40 hours in a workweek.

Employees off Duty. Any employee who is off duty and is requested to report to work will be expected to report to work during a DLSOE.

- If the employee is unable to report to work due to hardship reasons at the time of the DLSOE, the employee will not be eligible for Administrative leave during a DLSOE.
- If it is determined that the employee is not needed to report to work or is not needed at the EOC *or any other location*, the employee will be eligible for Administrative Leave.

Employees on Approved Scheduled Leave: Any employee on scheduled leave during a DLSOE may be called in and required to report for duty, if needed. Employees on previously approved leave and who report to work shall be eligible for Administrative Leave and/or regular pay, whichever is applicable. *Employees on previously approved leave (annual, sick, personal, compensatory or unpaid), who do not report to duty, will not be eligible to receive Administrtive Leave andwill be charged leave time accordingly.* 

Employees on Extended Leave: Any employee away from work on sick leave, extended FMLA, Military Leave, Workers Compensation, or other extended leave will not be required to report for duty during a DLSOE. Employees on extended leave will not be eligible for Administrative Leave.

Emergency Preparedness Process: Human Resources will administer a process for confirming the designation of employees as Emergency Critical or Emergency Support.

This process will also allow employees to request a Hardship Exemption for certain circumstances.

Hardship Exemption: Employees who are already aware that they will not be able to work during a DLSOE should request a hardship exemption approval form from their supervisor. Upon approval by the Division Director and <u>Department</u> Group Director, the approved hardship exemption form <u>shall</u> be submitted to Human Resources and placed in the employees personnel file. <u>The Exemption Form must be turned into Human Resources annually prior to hurricane season. Hardship Exemptions will be reviewed prior to each disaster occurrence to determine if the exemption still applies.</u>

Employees claiming hardship exemptions will not be eligible for Administrative leave during a DLSOE.

Reassignment of Employees: Employees who are released from their regular job duties will be reassigned to other work areas, as needed, and will be expected to report for duty. Employees may be required to work alternative shifts during a DLSOE. Non-exempt employees shall be paid their normal rate of pay for all hours actually worked, including overtime when applicable.

If an employee and their spouse both work for the County, they may both be required to work; however the County will allow them to work different shifts if requested. This applies to employees whose spouse works for another first responding agency, as determined by the appropriate supervisor(s).

Required Training: Annually, the Director of Volunteer Services will determine the EOC <u>Emergency Support</u> employees that will be required to complete EOC and/or VRC Training as appropriate.

Communications: In the event the employee has not heard where and when to report to work, it is each employee's responsibility to contact their Supervisor, Manager, and Director to receive instructions on where to report to work. Employees who willfully fail to make contact in order to receive instructions on where and when to report during an emergency will be subject to immediate disciplinary action up to and including termination. Employees should not assume that they are not required to work based solely on any media or news reports regarding closings.

Failure to Report for Duty: During a DLSOE, employees who refuse to report to work may be subject to disciplinary action *up to and including termination of employment*.

On Call/Stand By: Non-Exempt Career Service employees who are directed by appropriate supervisory or management staff to remain available to return to work during an off-duty

Form are furnished to the employee. The original Personnel Action Form and Employee Disciplinary Report Form are forwarded to the Human Resources Division.

#### 10.03.9 Termination

Termination is the most severe form of discipline. Terminations may be necessary due to unacceptable personal conduct, unsatisfactory work performance, or failure to observe County rules and regulations. This action may only be taken after consultation with the Human Resources Director.

#### 10.03.10 Procedure: Termination

1. The procedure for termination is outlined in Section XII of this manual.

#### 10.04 Application of Disciplinary Action to Offenses

The severity of any disciplinary action should be related to the gravity of the offense, the employee's work and discipline record, length of County service, and past County practice in similar cases. When employees are disciplined for the same or similar offenses, the disciplinary action should be progressive.

#### 10.05 Guidelines for Disciplinary Action for First Offenses

Listed below are guidelines for disciplinary action involving first offenses. The list is not intended to be exhaustive nor are the suggested actions for any offense required. The circumstances of each case shall govern the disciplinary action.

#### A. Misconduct Normally Resulting in an Oral Warning

- 1. Absenteeism;
- 2. Tardiness; and
- 3. Failure to perform assigned duties properly or in a timely manner.
- 4. Failure to notify supervisor of absences.
- 5. Failure to follow documented office practices, procedures and protocol.

#### B. Misconduct Normally Resulting in a Written Warning for First Offense

- 1. Absence without authorized leave;
- 2. Offensive conduct or abusive language;
- 3. Improper use of County equipment;
- 4. Leaving assigned work station without permission, when responsibility mandates a presence; and
- 5. Abuse of sick leave.

#### C. Misconduct Normally Resulting in Suspension for First Offense

- 1. Flagrant violation of safety rules, resulting in a dangerous situation;
- 2. Insubordination; (i.e. including but not limited to intentional failure or refusal to carry out directive from supervisor(s).
- 3. Sleeping on the job;
- 4. Fighting;
- 5. Inappropriate conduct resulting in a violation of County policy.

#### D. Misconduct Normally Resulting in Termination for First Offense

- 1. Conviction of a felony;
- 2. Abuse or theft of County property;
- 3. Willfully making false statements about the County or its employees;
- 4. Falsification of records such as, but not limited to, time and attendance, employment history, travel vouchers;
- 5. Illegal acceptance of gratuities;
- 6. Possession or use of intoxicants or controlled substances on the job;
- 7. Violence leading to the injury of another or destruction of County property;
- 8. Abandonment of job (three successive work days missed without notification to supervisor); and
- 9. Threat or use of weapon on the job.
- 10. Violation of EMS Medical Protocols
- 11. Sexual Harassment, Workplace Harassment or Workplace Violence
- 12. Discrimination
- 13. Willful failure to report for duty during a Declared Local State of Emergency
- 14. Willful failure to contact Supervisor, Manager, Division or Department

  Director in order to receive instructions on when and where to report to work

  during a Declared Local State of Emergency

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #4** 

## **Leon County Board of County Commissioners**

Agenda Item #4

**April 10, 2018** 

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

**Title:** 2017 Status Report on the Leon County Real Estate Portfolio

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:	Michael Battle, Real Estate Specialist					

#### **Statement of Issue:**

This agenda item seeks acceptance of the 2017 Leon County Real Estate Portfolio Annual Report consistent with the Board's previous direction to provide annual updates on the County's real estate holdings.

#### **Fiscal Impact**

This item has a no fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the status report on the 2017 Leon County Real Estate Portfolio

(Attachment #1).

April 10, 2018

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#### **Report and Discussion**

#### **Background:**

In January 2013, the Board directed that a report of all real estate related activities occurring with Leon County real property be prepared and submitted on an annual basis. The following item is a summary of the real estate related activities during 2017 (Attachment #1).

#### **Analysis:**

#### Portfolio of the County-Owned Properties

At the close of 2017, the portfolio of the County real estate consisted of 507 parcels of property totaling 6,269 acres. During 2017, 41 parcels were acquired by Leon County and nine parcels were modified or sold to another entity. As a result, the net change in the portfolio over the past year was 32 parcels, with a net reduction of 41.1 acres. Almost all of the reduction is accounted for in the transfer of approximately 42 acres of drainage easement to the City of Tallahassee for maintenance approved by the Board on September 26, 2017.

Tables #1, #2 and #3 show a summary of the changes to the Leon County Real Estate Portfolio through the acquisition, modifications or sales of properties owned by the County.

	Table 1: New Parcels Added to the County Land Portfolio							
Parcels	Portfolio Classification	Description						
		Parcel containing 4.7 acres located in the northeast central part of the county just west of Thomasville Road.						
1	Right of Way	Conveyed to the County via an Escheatment Tax Deed in November 1983, the parcel comprises the right of way for Lake Hall Road. It was discovered that the parcel had not been accounted for in the Leon County Real Estate Portfolio and was corrected in 2017.						
1	Surplus	Parcel containing 0.5 acres located in the southwest central part of the County 0.5 miles southwest of the intersection of Capital Circle SW and Crawfordville Highway at 5017 Saray Way.						
		Conveyed to the County as a result of a foreclosure action resulting from Code Enforcement violations.						
31	Tax Deeds	Parcels containing 16.4 acres located in various locations throughout Leon County. These parcels were acquired through escheatment from the Tax Deed statutory process.						
		Parcel containing 1.02 acres located in the east central part of the County, 1.07 miles south of Mahan Drive and 0.22 miles North of Buck Lake Road.						
1	Water Management Drainage	Parcel was acquired in September 2017 through escheatment from the Tax Deed statutory process.						
		Storm Water Drainage from Pasadena Drive within FEMA Flood Zone A.						

Title: 2017 Status Report on the Leon County Real Estate Portfolio April 10, 2018
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	Table 1 Continued: New Parcels Added to the County Land Portfolio								
Parcels	Portfolio Classification	Description							
4	Water Management Flood	Parcels containing 1.8 acres located in various locations within the County. These parcels were acquired through escheatment from the Tax Deed statutory process.  Review by County staff indicated that the parcels should classify as susceptible to flooding.							
2	Water Management SWMF	Containing 3.4 acres  a. Russell's Pond Lane, 3.16 Acres, County acquired parcel through escheatment from the Tax Deed statutory process. Storm water retention area for Russell's Pond Subdivision located in the northwest part of the County.  b. John Hancock Drive, 0.26 acres, purchased by the County to enhance storm water runoff in the area around John Hancock Drive and Hawkbill Court.							
1	Water Management Wetlands	Parcel containing 2.13 acres located in west central part of the County just south of Blountstown Highway.  Acquired by the County through the Grace program, which allows developers to develop land through an exchange of compatible parcel.							

	Table 2: Parcels Removed from the County Land Portfolio									
Parcels	Portfolio Classification	Description								
1	Surplus - Developable	278 Oakview Road, containing .14 acres and a 1,320 square foot residential dwelling. Parcel was sold for \$27,300 in January 2017.								
2	Tax Deeds – Affordable Housing Developable	Parcels containing 0.24 acres  a. Calloway Street, parcel containing 0.13 acres, sold March 2017 for \$5,900.  b. 2109 Holton Street, parcel containing 0.11 acres, sold February 2017 for \$6,500.								
1	Tax Deeds - Developable	Parcel containing 0.12 acres, located on Lake Bradford Road sold June 2017 for \$3,500.								
2	Water Management - Drainage	2 Parcels containing 42.26 acres conveyed to the City of Tallahassee for their project to improve storm water drainage at the intersection of Orange Ave and Springhill Road.								

	Table 3: Modifications to the Existing Portfolio								
Parcels	Portfolio Classification	Description							
1	Right of Way	Parcel removed, containing 0.12 acres located in northeastern part of the County at Moccasin Road and Creswell Loop.  Conveyance to the county could not be established ownership reverted back to previous owner.							
2	Water Management – Storm Water Management	Two parcels containing 3.67 acres, comprising of subdivision water retention areas that had been dedicated to the County by Plat. Dedication by Plat does not convey ownership; ownership of these parcels was transferred back to subdivision's HOA or developer.							
108	Total Portfolio	During 2017 Property Appraisers modified the acreage of 108 parcels reducing the portfolio by 11.5 acres.							

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#### County Buildings

The Real Estate Portfolio has 83 owned buildings totaling 2,075,749 square feet and two leased buildings (Voting Operation Center and Fort Braden Community Center) amounting to 55,358 square feet for the direct support of the daily business of Leon County. In addition, the County has another 47 building containing 301,202 square feet:

- 6 leases/agreements containing 28 buildings consisting of 280,058 square feet, with the North Florida Fairgrounds comprising approximately one-half of the total.
- 19 buildings (primarily residential) amounting to 21,144 square feet. These buildings were brought into the portfolio by escheatment and donation.

#### Leasing Activity

Leon County Real Estate Division continues to manage County's Real Estate Portfolio and generates revenue from these efforts. One of Real Estate's main functions is the leasing of underutilized space in County-owned buildings. There are two properties that are primarily used for this purpose, Leon County Government Annex (formerly known as the Bank of America Building) and the Lake Jackson Town Center at Huntington (formerly known as Huntington Oaks). To facilitate the leasing of these facilities, Leon County has entered into a contract for commercial broker services to market the properties. A summary of the leased space for each of these properties follows.

- 1) Leon County Government Annex, a complex of three buildings located at 315 S. Calhoun Street:
  - O The annex is a three story building containing 17,061 square feet, which, with the exception of approximately 1,000 square feet, is currently occupied by County functions
  - O An eight-story office tower containing 119,210 rentable square feet. The Tower Building is currently 85% occupied (15% vacancy rate) with 26% of the space occupied by County offices and private tenants occupying 59% of the rentable square feet. For the year ended December 31, 2017, the rental income generated by the leasing activity in the building provided revenue of \$1,756,685.
  - o An 83,130 square foot parking garage is attached to the Tower Building.

#### 2) Lake Jackson Town Center at Huntington

- O A retail shopping center containing 69,115 rentable square feet, that is currently 65% occupied. 48% of the available space is occupied with County offices including the Lake Jackson Library, Community Center and a satellite Tax Collector's Office, 16% is leased to private tenants and 35% vacant. During 2017, the County was successful in attracting a sit-down restaurant to the center with anticipated opening in mid-2018.
- o For the year ended December 31, 2017, the rental income generated by the leasing activity in the center provided revenue of \$157,743.

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#### Eminent Domain/ Property Acquisition for County Projects

Real estate works in tandem with Public Works to acquire property rights for capital improvement projects performed by Leon County. These projects require both temporary and permanent property rights. Leon County acquires property rights through donations, direct purchases and in some cases eminent domain. Real Estate works with the County Attorney's Office to acquire these property rights.

Major projects recently completed and currently underway are:

- Completed Projects
  - o Phase 1 of Multi-use trail along Magnolia Drive Acquired Easements
  - o Serenity Cemetery expansion Under construction
  - o Raymond Tucker, Golden Pheasant, Windwood Hills Drainage Improvements
- Projects in Progress
  - o Tower Oaks Subdivision Paving Project acquire fee simple
  - o Keystone Court Trash Screen acquire easements
  - o Lonnie Road sidewalk project acquire easements
  - o St. Augustine Road sidewalk project acquire easements
  - o Linene Woods Drainage Improvements acquire easements
  - o Meridian Road/Fords Arm South Drainage Improvements acquire easements
  - o Woodside Heights Sanitary Sewer acquire fee simple
  - o Old St. Augustine Rd. / Blairstone Rd. Intersection Improvements acquire easements and fee simple
  - o Crowder Rd. / N. Monroe St. Intersection Improvements acquire easements and fee simple
  - o Safe Route to School Sidewalk Improvement Projects
    - Woodville Elementary School Area acquire easements
    - Chaires Elementary School Area acquire easements and fees simple

#### Surplus Properties including Affordable Housing Category

In 2016, Real Estate accepted and the Board approved a contract to sell a 2.5-acre portion of the Public Works site that became a remnant parcel when Blair Stone Road was extended north. The purchase price is for \$1.425 million. Closing is scheduled for April 2, 2018.

Over the last several years, Real Estate has been working closely with the Division of Housing to create a process where more County-owned properties could be identified to assist with affordable housing. As properties are identified as being suitable for this purpose they are reclassified to the "Affordable Housing" category within the Real Estate Portfolio. This category

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identifies surplus County-owned properties suitable for affordable housing as well as properties being acquired through the escheatment/tax deed process.

As of December 31, 2017, 24 Parcels are designated as suitable for affordable housing. Real Estate and the Division of Housing are currently reviewing 29 parcels that escheated to the County during 2017 for suitability for affordable housing. When the review is complete the final list of properties will be presented to the Board for approval to be declared "Affordable Housing". During 2017, three affordable housing parcels were sold for \$39,700. Pursuant to the Real Estate Policy, these funds are earmarked for the Leon County Housing Finance Authority for use in affordable housing projects.

#### Tax Deed Parcel Acquisitions

The County acquired 41 parcels of property through escheatment as part of the delinquent tax deed process during 2017. These parcels contain 25 acres and 10 structures containing 10,632 square feet. As mentioned above, Real Estate and the Division of Housing are currently reviewing 29 parcels for suitability for affordable housing.

As of December 31, 2017, the Real Estate Portfolio has 47 parcels categorized in "Tax Deeds". Issues such as unpaid ad valorem taxes and special assessments, ownership of title, access and liens are some of the common problems with these properties. Real Estate continues to work with the County Attorney's office to resolve these property issues to make the properties marketable again and to find alternatives uses. Trends in the tax deed properties indicate that more properties will escheat to Leon County in coming years.

As Leon County acquires properties, all departments including Public Works, the Division of Housing, Parks and Facilities Management are notified by Real Estate. Real Estate is constantly working to find alternative uses for the properties such as affordable housing, projects, storm water management expansion, conservation, recreation, etc. A detailed list of the Tax Deed properties as well as all other categories is included in the attached report (Attachment #1).

#### **Options:**

- 1. Accept the status report on the FY 2017 Leon County Real Estate Portfolio (Attachment #1).
- 2. Do not accept the status report on the FY 2017 Leon County Real Estate Portfolio.
- 3. Board Direction

#### **Recommendation:**

Option #1.

#### Attachment:

1. FY 2017 Leon County Real Estate Report

# Leon County Real Estate Portfolio

For Calendar Year 2017 Annual Status Report For Year ended December 31, 2017

The Leon County Real Estate Portfolio is comprised of 507 parcels of land containing 6,269.4 acres and 132 buildings with 2,432.3 square feet. This report is a review and highlights of the activity that took place in the real estate portfolio during calendar year ended December 31, 2017.

Mike Battle
Real Estate Specialist
Office of Financial Stewardship
Division of Real Estate Management
Leon County, Florida
March 15, 2018

### Annual Status Report For Year ended December 31, 2017

This purpose of this report is to provide the highlights and changes in the Leon County Land Portfolio, leasing activity and Tax Deed activities during the period ending December 31, 2017.

#### **The Portfolio**

The Leon County Land Portfolio is comprised of several different land types and uses, from vacant and under developed land, to a variety of developed properties that are improved with multi-story office buildings, retail centers, along with industrial and warehouse buildings. The total portfolio contains over 6,269 acres, comprised of 507 parcels. There are 132 buildings within the portfolio containing over 2,432,309 square feet. These buildings have in various capabilities, 85 buildings, totaling 2,131,107 square feet are used to directly support the staff and the daily business of Leon County government. Twenty-eight buildings containing 280,058 square feet have long and short term leases to tenants. There are also nineteen buildings containing 21,144 square feet (primarily residential and mobile homes) acquired through escheatment as a result of the delinquent property tax process.

At the close of the 2017 year, the Leon County Land Portfolio has grown by 32 parcels from the previous year-end and the total acreage of the portfolio has decreased by 41.1 acres majority of which was caused by the transfer of a drainage easement to The City of Tallahassee. The activity in the portfolio brings the total parcels owned and controlled by Leon County to 507 parcels from the 475 parcels at the end of 2016.

The Leon County Land Portfolio has been categorized into different uses to help the user to quickly and easily identify the use of the property.

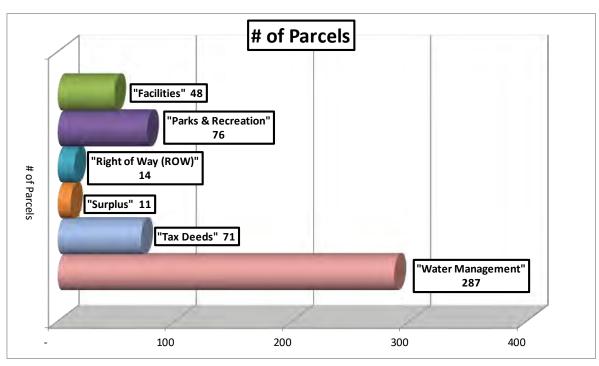
Figures 1 & 2 below illustrate the categorization of all Leon County owned properties. Figure 1 illustrates the net change in the number of parcels, acreage, buildings and there square footage that occurred during 2016. Figure 2 reflects the composition of the portfolio by the number of parcels and the corresponding number of acres encumbered in each category.

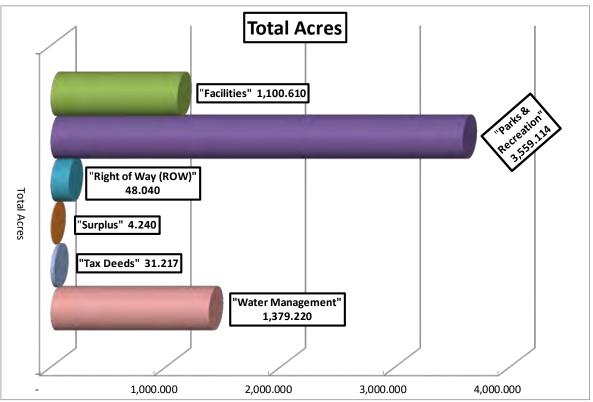
(Figure 1)

<u>Total County Owned & Controlled Properties</u>
for Calendar Year ended December 31, 2017

	Total Parcels as of December 31, 2016				Total	Parcels as of	December 3	31, 2017	Net Portfolio Change			
Use Category	Parcels	Acreage	Buildings	Square Footage	Parcels	Acreage	Buildings	Square Footage	Parcels	Acreage	Buildings	Square Footage
"Facilities"												
"Facilities - Leased"	2	8.300	1	45,286	2	8.300	1	45,286	-	-	-	-
"Facilities - Owned"	46	1,099.350	83	2,170,106	46	1,096.096	87	2,273,702	-	(3.254)	4	103,596
Total "Facilities"	48	1,107.650	84	2,215,392	48	1,104.396	88	2,318,988	-	(3.254)	4	103,596
"Parks & Recreation"												
"Boat Landing"	18	61.860	=	-	18	57.310	4	3,594	-	(4.550)	4	3,594
"Community Center"	6	62.970	6	25,373	6	62.370	6	26,732	-	(0.600)	-	1,359
"Park - Leased"	7	1,419.230	=	-	7	1,419.230	=	-	-	=	-	=
"Park"	45	2,050.164	7	39,257	45	2,052.154	15	61,851	-	1.990	8	22,594
Total "Parks & Recreation"	76	3,594.224	13	64,630	76	3,591.064	25	92,177	-	(3.160)	12	
"Right of Way (ROW)"	14	153.200	-	-	14	157.057	-	-	-	3.857	-	-
"Surplus"												
"Affordable Housing"	2	0.890	1	952	1	0.750	-	-	(1)	(0.140)	(1)	(952)
"Developable"	7	4.530	-	-	7	4.630	-	-	-	0.100	-	-
"Undevelopable"	2	0.690	1	713	3	1.030	1	713	1	0.340	-	-
Total "Surplus"	11	6.110	2	1,665	11	6.410	1	713	-	0.300	(1)	(952)
"Tax Deeds"												
"Affordable Housing- Developable"	22	8.044	1	480	21	7.934	1	930	(1)	(0.110)	-	450
"Affordable Housing- Undevelopable"	4	1.660	1	1,248	3	1.620	-	-	(1)	(0.040)	(1)	(1,248)
"Developable"	10	4.819	2	1,682	37	18.500	11	11,364	27	13.681	9	9,682
"Undevelopable"	7	0.650	1	1,620	10	3.163	2	3,037	3	2.513	1	1,417
Total "Tax Deeds"	43	15.173	5	5,030	71	31.217	14	15,331	28	16.044	9	10,301
"Water Management"												
"Drainage"	31	63.934	2	3,995	30	22.711	1	1,176	(1)	(41.223)	(1)	(2,819)
"Drainage - Federal"	-	-	-	-	-	-	-	-	-	-	-	-
"Flood"	27	39.860	1	2,818	31	41.978	-	-	4	2.118	(1)	(2,818)
"Flood - County"	54	35.835	-	-	54	35.814	2	2,560	-	(0.021)	2	2,560
"Flood - Federal"	44	120.000	-	-	44	113.549	1	1,364	-	(6.451)	1	1,364
"SWMF"	101	342.080	-	-	101	336.818	-	-	-	(5.262)	-	-
"SWMF - Federal"	5	27.600	-	-	5	27.670	-	-	-	0.070	-	-
"Wetlands"	20	742.100	-	-	21	740.680	-	-	1	(1.420)	-	-
"Wetlands - Federal"  Total Water Management	283	62.660 1.434.069	-	6.813	287	60.000 1.379.220	4	5.100	- A	(2.660) (54.849)	- 1	(1,713)
rotal water wanagement	283	1,434.069		6,813	28/	1,3/9.220	4	5,100		(54.849)	1	(1,/13)
Total County Controlled Properties	475	6,310.426	107	2,293,530	507	6,269.364	122	2,432,309	32	(41.062)	25	111,232

(Figure 2)
Real Estate Portfolio Composition
for Calendar Year ended December 31, 2017





#### Changes to the Portfolio during Calendar Year 2017

During 2017 the Leon County Land Portfolio had a net increase of 32 parcels containing a decrease of 41.1 acres, 41 parcels were added to the portfolio, 6 parcels were sold and 3 parcels removed by ownership reversion. At the end of 2016 the portfolio contained 475 parcels comprised of 6,310.4 acres, while at the end of 2017 the portfolio has grown to 507 parcels comprised of 6,269.4 acres.

1) <u>Facilities</u> – Any parcel of land or assemblage of land and buildings that is leased or owned and operated by Leon County in order to provide a clean, safe and fully functional governmental system that serves the citizens and users of Leon County governmental services.

There was no change in the Facilities subcategory during 2017. As of December 31, 2017 there were 48 parcels assigned to the category containing 1,104.4 acres, 88 buildings with 2,318,988 square feet of space.

Appendix 1 contains a detailed list of all parcels in the Facilities Category.

2) <u>Parks & Recreation</u> – Any parcel of land, or an assemblage of parcels of land, that has been acquired and will be utilized for the recreation, well-being and entertainment of the citizens of Leon County.

The Parks & Recreation category is subdivided in four subcategories, Boat Landing, Community Centers, Parks-Leased and Parks. Overall there are 76 parcels classified in this category with no change during 2017.

a) Boat Landing – Is any parcel of land located in Leon County that is owned or leased by the County that serves as a facility for the launching and recovery of boats or any other amphibious vehicles into a body of water.

At the end of 2017 the Boat Landing subcategory consisted of 18 parcels, totaling 57.3 acres, with 4 buildings containing 3,594 square feet of space. During 2017 the Property Appraiser's office adjusted the acreage provided on Property Information sheet, this adjustment caused a decrease of 4.6 acres from 2016.

b) Community Centers – Is any parcel of land, or assemblage of parcels where members of the community can gather for group activities, social support, public information, and other purposes.

At the end of 2017 the Community Center subcategory consisted of 6 parcels (5 owned and 1 Leased), totaling 62.4 acres, with six buildings containing 26,732 square feet of space. During 2017 the Property Appraiser's office adjusted the acreage provided on Property Information sheet, this adjustment caused a decrease of .6 acres from 2016.

- c) Parks Leased Is any parcel of land, or an assemblage of parcels of land that is leased from a third-party, that has developed facilities on the site that are actively being used and maintained as a recreation area for the citizens of Leon County.
  - At the end of 2017, the Park-leased subcategory consisted of 7 parcels, totaling 1,419.2 acres, with no buildings. There was no change in the number of parcels during 2016. No change took place during 2017
- d) Parks A parcel of land, or an assemblage of parcels of land specifically purchased to be used as used and maintained as a recreation area for the citizens of Leon County.

At the end of 2017, the Parks subcategory consisted of 45 parcels, totaling 2,052.2 acres, with 15 building buildings containing 61,851 square feet of space. Due to Property Appraiser's reassessment of acreage during 2017, this subcategory has increased 2 acres.

Appendix 2 contains a detailed list of all parcels in the Parks & Recreation Category.

3) Right of Ways (ROW) — any parcel taken or dedicated for use as a public way or such use as is set forth in the instrument establishing the right-of-way. Any parcel of land area acquired for its use by Leon County to provide temporary and/or permanent access to any other county owned property or county owned projects constructed on public lands.

At the end of 2017, Right of Ways (ROW) category consisted of 14 parcels, totaling 157.1 acres, with no buildings. During 2017, there was one parcel added as a result of a Tax Deed Escheatment containing 4.7 acres; there was also an ownership reversion from Leon County back to original plat owner, this was a reduction of .14 acres for a net increase over 2016 of 3.9 acres.

Appendix 3 contains a detailed list of all parcels in the ROW Category.

4) <u>Surplus</u> - Any parcel of land or building owned by Leon County for which the Real Estate Manager, with input from appropriate County staff, has determined that there is no intended or proposed County use. Upon designating a parcel as Surplus, the Division of Real Estate Management may proceed with its disposition in accordance with the Leon County Real Estate Policy.

The Surplus category is subdivided in three subcategories "Affordable Housing", "Developable", and "Undevelopable". At the end of 2017 the Surplus category consisted of 11 parcels, totaling 6.4 acres, with 1 building (Mobile Home) containing 713 square feet. Activity during 2017 consisted of:

- a) Added -5017 Saray Way a .5 acre lot located in the SW portion of the County, SW of the intersection of Capital Circle SW and Crawfordville Highway. Parcel obtained by Code Fee foreclosure.
- b) Sale 278 Oakview Dr., sold 01/02/2017 for \$27,300. This was an Affordable Housing parcel.
- c) During 2017 the Property Appraiser's office adjusted the acreage provided on Property Information sheet, this adjustment caused a decrease of .1 acres from 2016.
- d) We still have a pending Contract for Sale on the corner of Miccosukee Road & Blair Stone Road, a remnant parcel that was created when the extension of Blair Stone Road

cut through the Public Works site. In late 2015, it was determined that this parcel was surplus and was placed on the market to be sold. In September 2016, the County accepted an offer for the parcel of a \$1,425,000 to be used for a medical facility pending the purchaser's completion of their Due Diligence. Purchaser has asked and we have granted several extensions in the original 180-day due diligence period. Closing is scheduled for April 2, 2018.

Appendix 4 contains a detailed list of all parcels categorized in the Surplus Category.

5) <u>Tax Deeds</u> - Any parcel of land or building conveyed to Leon County through the delinquent property tax process as defined in Florida Statue 197. The parcels are assumed to be immediately disposable with limited action by the County to clear title issues.

Beginning in 2018, in an attempt to reduce the length of time that these parcels are in the Portfolio and to try and get them back on the Tax Roll, The RE Division is implementing new procedures for marketing these parcels. When the parcel is conveyed to the County by an Escheatment Tax Deed the Real Estate Division will notify County Staff that the parcel is now a County parcel and ask them to review and evaluate to determine if it may be useable by the County and if it should remain in the Leon County Land Portfolio. If the parcel is not suitable for future County use, Real Estate Division will evaluate the parcel for marketability, Code Violations, Encroachments or possible flooding. If no hindrance is noted, Real Estate Division will notify adjacent property owners to determine if they have interest in purchasing the parcel. If they do, they will need to submit a bid and the parcel will be sold to the highest bidder. If no bids are received the parcel offered to Affordable Housing for their use.

At the end of 2017 the Tax Deed category consisted of a total of 71 parcels consisting of 31.2 acres with 14 buildings containing 15,331 square feet. During 2017 there were a net of 28 parcels added to the category. The Tax Deed category is sub-divided into four subcategories; "Affordable Housing-Developable", "Affordable Housing-Undevelopable", "Developable" and "Undevelopable".

a) "Affordable Housing-Developable" – parcels that have been reviewed and evaluated by Affordable Housing and initially appear suitable for infill housing and affordable housing. These parcels are usually escheated to the County via the Tax Deed Application process and have no known restrictions to being developed, and can be disposed of with limited action by the County.

At the end of the 2017 there are a total 21 parcels in this subcategory, consisting of 7.804 acres, with one residential (mobile home) building containing 930 square feet. During 2017 two parcels were sold;

- (i) Calloway St, Parcel ID #212635 R0150 sold 03/30/2017 for \$5,900
- (ii) 2109 Holton St, Parcel ID #410127 R0030, sold 02/15/2017 for \$6,500
- b) "Affordable Housing-Undevelopable" parcels that have been reviewed and evaluated by Affordable Housing and found suitable for infill housing and affordable housing. These parcels are usually escheated to the County via the Tax Deed Application process. However, after further review there appears to be restrictions that prevent the speedy disposition of the parcel, such as ingress and egress issues, parcel size, environmental conditions and marketability.

At the end of the 2017 there were a total three parcels in this subcategory, consisting of 1.6 acres, with no buildings. The following activity took place during 2017.

- (i) 6009 Sams LN, Parcel ID #1423200450000, Mobile Home located on the property totaling 1,248 square feet was removed and destroyed.
- (ii) Oak Crest Subdivision Lot 76, Parcel ID #4124550000760 was reclassified from Affordable Housing Undevelopable to Tax Deed-Undevelopable. This action reduced the number of parcels by one and acreage by .04 acres.
- c) Tax Deed/Developable A parcel of land that has been escheated to the County, that has no known restrictions to being developed, and can be disposed of without any further action by the County.

At the end of the 2017 there were a total 37 parcels in this subcategory, consisting of 18.5 acres, with 11 residential buildings containing 11,364 square feet. During the 2017 30 parcels containing 14.4 acres and 10 buildings consisting of 10,632 square feet were added this subcategory by Escheatment related to delinquent property taxes (28 of these parcels are under review for possible inclusion into Affordable Housing). Additional activity during the;

- (i) Sold Lake Bradford RD, a .12 acre parcel containing no buildings was sold to an adjacent property owner for \$3,500.
- d) Tax Deed/Undevelopable A parcel of land that has been escheated to the County; however, there are restrictions that prevent the speedy disposition of the parcel, such as ingress and egress, size, environmental conditions and marketability.

At the end of the year there were a total ten parcels in this subcategory, consisting of 3.2 acres, with two residential (1 mobile home and 1 residential) buildings containing 3,017 square feet. During the year the following activity took place.

- (i) Added 2115 Sandy Creek Ct. a 2 acre parcel containing no buildings. Classified as undevelopable due to a majority of the parcel is located in the Patty Sink Basin
- (ii) Property Appraiser adjustments
  - a. 3689 Ballard Rd, adjustment made to building square footage, adding an additional 144 square feet
  - b. Wade Rd, parcel ID#2234204080000, adjustment made to parcel acreage, reducing the previous acreage by .003 of an acre.
- (iii) Net Change due to Reclassification to/from a Category or Consolidation in other Parcels
  - a. 1579 Balkin Rd, a .459 acre parcel containing a 1,273 square foot residential structure. Classified as undevelopable since it appears that the house is inhabited
  - b. Oak Crest Subdivision Lot 76, a .04 acre parcel determine to be two small to develop.

Appendix 5 contains a detailed list of all parcels categorized in the Tax Deed Category.

6) Water Management - Any parcel of land, or an assemblage of parcels of land acquired to manage and direct storm water from urban and residential areas to reduce flooding, protect rivers, lakes and vital landscape and spur economic revitalization. The water Management Category is subdivided into nine subcategories "Drainage", "Drainage - Federal", "Flood", "Flood - County", "Flood - Federal", "Storm Water Management Facilities - SWMF - Federal", "Wetlands" and "Wetlands - Federal".

At the end of 2017 there were a total 287 parcels in this category, consisting of 1,379.2 acres, with four (4) buildings containing 5,100 square feet. During the year the following activity took place.

a) Drainage - A parcel or an assemblage of parcels with a natural or artificial means for the removal of surface and sub-surface water from an area. Usually acquired for storm water control and prevent flooding to adjacent parcels or contribute to the overall storm water plan for Leon County.

At the end of the 2017 there were a total 30 parcels in this subcategory, consisting of 22.7 acres, with one (1) building totaling 1,176 square foot Single Family dwelling.

During the year the following activity took place.

- (i) Parcels Added Eureka Ct, Parcel ID #121914000350, a 1.0 acre parcel containing no buildings at the end of Pasadena Dr. that was escheated by Tax Deed to the County due to delinquent taxes. It appears that storm water from Pasadena Dr. flows across.
- (ii) Parcels Removed
  - a. Lake Palm Dr., Parcel ID #4111206340000, a 32.4 acre parcel with no buildings, part of the Lake Munson Slough Drainage system. Parcel conveyed to the City of Tallahassee for a drainage improvement project
  - Orange Ave. West, Parcel ID #4111208530000, a 9.9 acre parcel with no buildings, part of the Lake Munson Slough Drainage system. Parcel conveyed to the City of Tallahassee for a drainage improvement project
- (iii) Net Change due to Ownership Correction/Reversion and Property Appraiser adjustments Property Appraiser has adjusted Acreage and Building square footage on five parcels
  - a. Raymond Diehl Rd & Olsen Rd, parcel ID #1109208030000,acreage increased .01 acres
  - b. 4400 Bright Dr. ,parcel ID #21061300000120,acreage increased .01 acres and a 1,176 square foot single family dwelling added
  - c. 6500 OMAHA TRL, parcel ID #0142560 X0040, building removed by demolition
  - d. 289 HAWKBILL CT, parcel ID #211250 N0560, building removed by demolition
  - e. Orange Ave E, parcel ID #310832 0002, acreage decreased .003 acres
- b) Drainage Federal A parcel or an assemblage of parcels of land that meets the drainage criteria through a Federal Grant Program. Usually if acquired with federal grant funds there are

severe restrictions placed within the deed that limits any future conveyance or development of the parcel.

No activity during 2017

c) Flood - A parcel or an assemblage of parcels of land acquired for the following reasons: (i) its nature of being susceptible to flooding from storm water. (ii) any property designated for future acquisition by the County (in accordance with any of the Board's current or future policies, programs, or ordinances) intended to provide relief to owners of homesteaded residential properties prone to flooding, or (iii) any property acquired by the County by tax deed, foreclosure, exchange, or other such means and which thereafter is determined to be unsuitable for resale or other disposition because of its tendency to flood.

At the end of 2017 there were a total 31 parcels in this subcategory, consisting of 42.0 acres, with no buildings.

During the year the following activity took place.

- (i) Parcels Added
  - a. 2712 KENNEDY DR, parcel ID # 4110204120000, a 1.14 acre parcel obtained by Escheatment, parcel located in an X5 FEMA Flood Zone
  - b. KENNEDY DR, parcel ID # 4110204120020, a .24 acre parcel obtained by Escheatment, parcel located in an X5 FEMA Flood Zone
  - c. THOMPSON CIR, parcel ID # 2424050000190, a .23 acre parcel obtained by Escheatment, Public works Staff advised that the parcel should be classified "Flood"
  - d. THOMPSON CIR, parcel ID # 2424050000200, a .23 acre parcel obtained by Escheatment, Public works Staff advised that the parcel should be classified "Flood"
- (ii) Property Appraiser made adjustments to 12 of the 31 Parcels adding .278 acres remove 1 building containing 2,818 square feet due to demolition.
- d) Flood County A parcel or an assemblage of parcels of land that meets the Flood criteria that are acquired via County funded programs. When these parcels are conveyed to the County, restrictive covenants may be placed on the property similar to the land acquired by Federal Funds, However, if a higher and better use is found the restriction may be removed by the county.

At the end of 2017 there were a total 54 parcels in this subcategory, consisting of 35.8 acres, with 2 buildings containing 2,560 square feet.

Property Appraiser made adjustments to 20 of the 54 Parcels reducing acreage .021 acres and adding 2 buildings containing 2,560 square feet.

e) Flood - Federal - A parcel or an assemblage of parcels of land that meets the Flood criteria acquired through a Federal Grant Program. If conveyed to the County under one of these programs there are restrictions on any future conveyance or development except for their

limited use as pocket parks or community gardens. If not used for one of the above, the parcel must be returned to its natural state.

At the end of the current calendar year there were a total 44 parcels in this subcategory, consisting of 113.6 acres, with 1 building containing 1,364 square feet.

Property Appraiser made adjustments to 34 of the 44 Parcels reducing acreage 6.5 acres and adding 1 building containing 1,364 square feet.

f) Storm Water Management Facilities - SWMF - A parcel or an assemblage of parcels of land, acquired for the management of storm water runoff or watershed through natural and engineered structures. These can be any structure that collects, conveys, channels, diverts, stores, absorbs, inhibits, treats, uses, or reuses storm water to control erosion, ponding or flooding.

At the end of the 2017 there were a total 101 parcels in this subcategory, consisting of 336.8 acres, with no buildings.

During the year the following activity took place.

- (i) Parcels Added
  - a. RUSSELLS POND LN, parcel ID # 2431200320000 a 3.16 acre parcel that makes up the storm water retention for Russell's Pond Subdivision
  - b. 3359 JOHN HANCOCK DR, parcel ID # 211250 U0130 a .26 acre parcel to be utilized for storm water runoff from Hawkbill Ct and John Hancock Rd.
- (ii) 2 parcels removed due to Ownership correction
  - a. Meandering Ln, parcel ID # 112227 0002 a 2.080 acre site that comprises a retention pond for the Pine Laurel Subdivision, parcel conveyed back to developer.
  - b. Cavendish Ct, parcel ID # 142321 0002 a 1.590 acre site that comprises a retention pond for the Cavendish Cove Subdivision, parcel conveyed back to developer.
- (iii) Property Appraiser made adjustments to 30 of the 101 Parcels reducing acreage 5.012 acres.
- g) SWMF Federal A parcel or an assemblage of parcels of land that meets the SWMF criteria above acquired through a Federal Grant Program. If conveyed to the County under one of these programs there are restrictions on any future conveyance or development except for their use as Storm Water Management Facilities.
  - At the end of 2017 there were a total five parcels in this subcategory, consisting of 27.7 acres, with no buildings. Property Appraiser made adjustments to 1 of the 5 Parcels adding .07 acres.
- h) Wetlands Any area that is inundated or saturated by surface water or groundwater that does not have any natural method of drainage and would NOT be financially feasible to develop. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, wet meadows, river overflows, mud flat, sand flats, beaches, seepage slopes, and temporary natural ponds.

At the end of 2017 there were a total 21 parcels in this subcategory, consisting of 740.7 acres, with no buildings.

During the year the following activity took place.

- (i) 8052 BABY FARM CT added, parcel ID # 223410 C0030, a 2.130 acre parcel that was conveyed to County through the Grace Program
- (ii) Property Appraiser made adjustments to 11 of the 21 parcels reducing acreage 1.42 acres.
- i) Wetlands Federal a parcel or an assemblage of parcels of land that meets the Wetland criteria above acquired through a Federal Grant Program. If conveyed to the County under one of these programs there are restrictions on any future conveyance or development except for their use as Wetlands Preservation.

At the end of the year there were a total one parcels in this subcategory, consisting of 60 acres, with no buildings. Acreage is down 2.66 acres from last year due to Property Appraiser adjustment.

Appendix 6 contains a detailed list of all parcels categorized in the Water Management Category.

#### **Buildings in the Portfolio**

There are a total 132 buildings within the Real Estate Portfolio, containing 2,432,309 square feet. 85 of the buildings are used for the direct support of the daily business of Leon County these buildings are comprised of governmental. Commercial offices, retail, industrial and warehousing space, in addition to specialized uses such as libraries, health services, public safety, jail and fleet maintenance and service. Additionally there are 28 buildings containing 280,058 square feet on County owned parcels that are encumbered by long term leases or agreements to others for their use.

Finally there are 18 buildings (primarily residential) containing 21,144 square feet that the County received when the parent parcel was escheated to the County due to delinquent taxes.

A detailed review of the building within the Real Estate Portfolio can be found in Appendix 7.

#### **Leased Parcels from Others**

The County is currently leasing 10 locations throughout the county containing 1,432.4 acres with two buildings containing 55,358 square feet.

Two locations and one building for the direct support of the daily business of Leon County [figure 6].

1		•
'e 61	Figure	ı
- 0	rigui e	ı

Parcel Name	Location	Acres			Description
"Facilities" as of December 31, 2016					
Supervisor of Elections Ops Center	2990 APALACHEE PKWY	7.040	1	45,286	Lease 45,286 SF of s 60,000 SF retail bldg for Voter Operations Center & Warehouse
Trinity United Methodist Church (Parking)	120 Park Ave W	1.260	-	-	Leased from Trinity United Methodist Church, 30 parking spaces original lease dated August 1, 1989, contains automatic 1-yr renewals with \$500.00 per year inc; current rent \$20,500.00 per yr
Total "Facilities" Parcels Leased		2 8.300	1	45,286	

Four locations leased from the State of Florida for Parks & Recreation [Figure 7].

		re	

Parcel Name	Location	Acres	Description
"Parks & Recreation" as of December 31, 2016			
Leased from the State of Florida			
			Leased from Board of Trustees of the International
Miccosukee Road Greenway Park	4996 Crump Road	501.970	Improvement Trust Fund - State of Florida (TIITF) Sublessor; Florida Department of Environmental Protection; 50-yr term;
			expiration Jan 2049; rent \$300.00 Per yr
J. R. Alford Greenway - 1231209010000	2500 Pedrick Road	395.510	1 of 3 parcels leased from Board of Trustees of the International Improvement Trust Fund - State of Florida (TIITF) Sublessor; Florida Department of Environmental Protection; 50-yr term;
J. R. Alford Greenway - 1232209020000	Rutledge Road	293.540	expiration Nov 2050; rent \$300.00 Per yr  1 of 3 parcels leased from Board of Trustees of the International Improvement Trust Fund - State of Florida (TIITF) Sublessor; Florida Department of Environmental Protection; 50-yr term; expiration Nov 2050; rent \$300.00 Per yr
J. R. Alford Greenway - 1230209010000	Rutledge Road	198.080	1 of 3 parcels leased from Board of Trustees of the International Improvement Trust Fund - State of Florida (TIITF) Sublessor; Florida Department of Environmental Protection; 50-yr term; expiration Nov 2050; rent \$300.00 Per yr
Total Parcels Leased from the State of Florida		4 1,389.100 -	-

Four locations leased from Leon County School Board, also for "Parks & Recreation"

#### [Figure 8]

		[0*	,		
Parcel Name	Location	Acres			Description
"Parks & Recreation" as of December 31, 2016 Leased from Leon County School Board					
Canopy Oaks Community Park	3250 Point View Dr	10.700	-	-	Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent \$1.00 per yr; Contains 1 building containing 7,376 bas SF & 250 auc SF that not included in Lease
Old Concord School Miccossukee Community Park	15011 Cromartie Road	10.130	-	-	Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent \$1.00 per yr; Contains 1 building containing 7,376 bas SF & 250 auc SF that not included in Lease
Ft Braden Elementary School (Ft Braden Community Park)	15100 Blountstown Hwy	9.300	-	-	Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent \$1.00 per yr
Ft Braden Community Center	16387 Blountstown Hwy	4.900	1	10,072	Building count from Prop App Site is 0; contains 1 building containing as est 10,072 SF - Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent \$1.00 per yr
Total Parcels Leased from Leon County School Board	4	35.030	1	10,072	

#### **Leasing Activity**

The Real Estate Division continues its efforts to find the highest and best use for any identified underutilized space in the County's real estate portfolio, in an effort to produce more revenue from its assets. County Administration has directed Real Estate to market these locations and to find qualified tenants for the vacant and leasable space existing in County owned buildings at current market rates for similar properties.

There are usually two types of leases; **Gross Lease**, is a lease in which all expenses associated with owning and operating the property are paid by the landlord and are passed on to the tenant through the periodic rent the Landlord charges. The other is a **Net Lease**, a lease in which the tenant pays, in addition to base rent, a proportional share of operating expenses such as real estate taxes, insurance premiums, and maintenance costs associated with property. The majority of the leases that Leon County has entered into are Gross Leases, some of our leases are a modification of the Gross Lease, and this is being done with the leases at the Lake Jackson Town Center at Huntington. Certain direct expenses related to the operation of the center, such as parking lot maintenance & lighting, landscaping and common area utilities are passed through to the Tenants by virtue of a Common Area Maintenance Charge (CAM) that can be adjusted on a periodical bases based actual expenses incurred.

There are currently two locations in the portfolio that are being leased to third-party tenants:

- 1) Leon County Government Annex Plaza (f/n/a Bank of America Building) is a 240,111 square foot office complex located on South Calhoun Street just east of the Leon County Courthouse. The complex is comprised of two office buildings, a 3-story 20,171 square foot building and an 8-story 136,810 square foot Class "A" office building with an accompanying 83,130 square foot parking garage.
  - b) Plaza Building (Annex) Current rent roll for the Annex is in Figure 12 below. The Annex has 17,153 of its total 17,153 lease-able square feet occupied or 100% occupied. All of which are County or Constitutional functions. Please see the detail Rent Roll for the Plaza Building as of December 2017 in Figure 9 below

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## (Figure 9) Occupancy as of December 31, 2017



a) Tower Building - Current rent roll for the Tower portion of the complex is in Figure 10, on the following page. The complex is 85.5% occupied with both County offices (26.3% of the lease-able square feet) and third party tenants (59.2% of the Lease-able square feet). The rental income for 2017 was \$1,756.685.

Marketing of the remaining 16,687 lease-able square feet of vacant space in the Tower continues. During 2016, the County hired NAI/Talcor to market and lease the vacancies. Interest in the tower remains strong due to its close proximity to the Leon County Courthouse, the downtown core and the State Capital and its support buildings.

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## [Figure 10] Occupancy as of December 31, 201

					ecember 31,							
				Lease End if	december 31,	2017	Occupied				Rent	
				all		County	Tenants	Vacant	Per Sq Ft	N	Monthly	Annual
Unit	Name		Lease Start			Offices						
				Periods are								
Leon County	Government Annex - Tower B	uildin	ø	excercised								
Parking Leve	Leon County Supervisor of	•		ļ.,	,			_				
P-1 100	Elections	С	1/1/2013	at-will	2,232	2,232			\$ -	\$	- \$	-
P-2 100	Bank of America	Т	4/1/2017	3/31/2022	1,732		1,732	•	20.00		2,887.21	34,646.54
P-2 110	Leon County Sheriff Evidence Vault	С	8/1/2017	at-will	3,785	3,785			-		-	-
P-2 120	Leon County MIS	С	1/1/2013	at-will	541	541		•	-		-	-
	Occupany - Parking Levels				8,290	6,558	1,732	r	\$ 4.18	\$	2,887.21 \$	34,646.5
First Floor				1		79.1%	20.9%	0.0%				
1-Suite 100	Bank of America	F <sub>T</sub>	4/1/2017	3/31/2018	8,845		8,845	_	\$ 24.49	\$	18,053.01 \$	216,636.16
1-Suite 110	VACANT	V	4) 1) 1017	3,31,2010	3,633		0,013	3,633	-	Ţ	-	-
	Occupany - First Floor				12,478	-	8,845		\$ 17.36	\$	18,053.01 \$	216,636.16
0 1 =1				1		0.0%	70.9%	29.1%				
Second Floor 2-Suite 200	Leon County Human Resources	С	4/14/2016	at-will	5,742	5,742			\$ -	Ś	- \$	
2-Suite 200 2-Suite 210	VACANT	V	7, 17, 2010	ac will	2,465	3,742		2,465	-	Ţ	-	
2-Suite 230	Bank of America	Т	4/1/2017	3/31/2022	5,794		5,794		23.50		11,346.58	136,159.00
	Occupany - Second Floor				14,001	5,742	5,794	and the second s	\$ 9.72	\$	11,346.58 \$	136,159.00
Thind Fig				1		41.0%	41.4%	17.6%				
Third Floor 3-Suite 300	Leon County Property Appraiser	C	1/1/2013	at-will	14,030	14,030			\$ -	\$	- \$	
3-3uite 300	Occupany - Third Floor		1/1/2013	at-vviii	14,030	14,030		-	\$ -	_	- \$	
						100.0%	0.0%	0.0%				
<b>Fourth Floor</b>												
4-Suite 400	ATF - GSA Contractor, Navar ANC	т	3/1/2012	2/28/2022	6,778		6,778		\$ 25.06	\$	14,153.75 \$	169,845.00
4-Suite 450	BluePrint 2000	т	1/1/2016	12/31/2025	7,264		7,264		25.93		15,694.86	188,338.26
	Occupany - Fourth Floor				14,042	-	14,042	-	\$ 25.51	\$	29,848.61 \$	358,183.26
						0.0%	100.0%	0.0%				
Fifal. Flagge				1								
Fifth Floor 5-Suite 500	Century Link	т	2/1/2013	1/31/2020	3,646		3,646		\$ 26.06	\$	7,916.51 \$	94,998.17
5-Suite 510	VACANT	v	2/1/2013	1/31/2020	2,709		3,040		\$ -	\$	- \$	-
5-Suite 520	Leon County Supervisor of	С	4/14/2016	at-will	1,117	1,117			\$ -	\$	- \$	_
5-Suite 525	VACANT VACANT	V	7-7		166	.,		166		Ś	- \$	
5-Suite 525 5-Suite 530	VACANT	V			4,087			4,087	-	۶	- 3	-
5-Suite 540	VACANT	٧			2,327			2,327	-		-	-
	Occupany - Fifth Floor				14,052	1,117	3,646		\$ 6.76	\$	7,916.51 \$	94,998.17
Chab Elsan				1		7.9%	25.9%	66.1%				
Sixth Floor 6-Suite 600	Holland & Knight	т	12/31/2020	6/8/1938	14,039		14,039		\$ 24.97	4	29,216 \$	350,586.11
o suite ood	Occupany - Sixth Floor		12,01,2020	0,0,2330	14,039	-	14,039		\$ 24.97		29,216 \$	350,586
				_		0.0%	100.0%	0.0%				
Seventh Floo												
7-Suite 700 7-Suite 740	Clerk of the Court Holland & Knight	C T	4/14/2016 1/1/2011	at-will 12/31/2020	6,835 7,228	6,835	7,228		\$ - \$ 21.74	\$	- \$ 13,096	- 157,146
7-3uite 740	Occupany - Seventh Floor	_	1/1/2011	12/31/2020	14,063	6,835	7,228 <b>7,228</b>		\$ 11.17	Ś	13,096 \$	157,140
						48.6%	51.4%	The second se			,	
<b>Eight Floor</b>												
8-Suite 800	HDR Engineering, INC, John Wimberly	Т	10/1/2017	9/30/2020	1,617		1,617		\$ 26.41	\$	3,559 \$	42,711
8-Suite 810	CISCO Systems, Inc	Т	3/9/2015	3/8/2018	1,102		1,102		31.28		2,873	34,474
8-Suite 830	Lewis, Longman & Walker, P.A.	Т	4/1/2012	3/31/2022	8,057		8,057		26.98		18,114	217,363
8-Suite 840	Leon County MIS	С	1/1/2013	at-will	280	280			-		-	-
8-Suite 848	VACANT  Kurkin Forehand Brandes	V T	7/1/2017	6/30/3030	1,300		1 410	1,300	- 28 62		3 830	46,072
8-Suite 850	Occupany - Eight Floor	- 1	7/1/2017	6/30/2020	1,610 <b>13,966</b>	280	1,610 <b>12,386</b>		28.62 \$ <b>24.39</b>	\$	3,839 <b>21,953</b> \$	46,072 <b>340,62</b> 0
						2.0%	88.7%				,	,52
Penthouse												
Penthouse	ATT/Cingular Wireless	Т	8/1/2011	5/31/2020	250	_	250		\$ 270.84		5,642 \$	67,709
	Occupany - Penthouse				250	0.0%	250		\$ 270.84	\$	5,642 \$	67,70
						0.0%	100.0%	0.0%		_		
	Occupancy Summary - Leon	Cour	nty Governmen	t Annex - Tower	119,211	34,562	67,962	16.687	\$ 14.74	\$	139,958 \$	1,756,685
	Building											,,
						29.0%	57.0%	14.0%				
	Total Occupancy - Leon Cou	nty G	overnment Anr	nex	136,364	51,715	67,962	16,687	\$ 12.88	\$	139,958 \$	1,756,685
						37.9%	49.8%	12.2%				

2) Lake Jackson Town Center at Huntington (f/n/a Huntington Oaks Plaza) is a 69,115 square retail shopping center located at 3840 North Monroe Street. The shopping center houses the Lake Jackson Branch Library and Community Center as well as a local Leon County Tax Collector's office and several third-party tenants.

The center is 64.6% occupied with both County offices (48.2% of the lease-able square feet) and third party tenants (16.4% of the lease-able square feet). The rental income for 2017 was \$159,994.

As with the Leon County Government Center NAI/Talcor was procured to market and lease this location. They have been successful in placing a fitness center and just recently a lease was signed for a restaurant, inquiries remain strong.

In Figure 11 below, is the current rent roll for the center. The Real Estate Division continues to receive strong interest from local business owners wanting to lease space in the center.

as of December 31, 2017 Vacant **Annual Lease Start** Lake Jackson Town Center 9/1/2015 8/31/2018 900 15.94 \$ 1,195.35 \$ 100 Center for the Arts 900 - \$ 14,344.18 V 840 VACANT 101 840 102-103 & 104 Leon County Tax Collector С 1/1/2013 4,796 at-will 4,796 105 VACANT 4,314 4,314 200 Fuel Fitness Training BootCamp 9/7/2017 12/31/2022 3.804 3,804 8.63 2,734.13 32,809.50 201 VACANT 1,200 1,200 202 VACANT 1.800 1,800 203 900 Fashion Nails 4/1/2013 3/31/2018 900 21.26 1.594.16 19.129.96 204 China King 5/1/2014 4/30/2018 1.200 1 200 17.50 1 749 60 20 995 20 205 Anything Goes Hair Salon, LLC 5/10/2018 960 5/11/2015 17.15 1,372.00 16,464.00 206 VACANT 2.362 2.362 VACANT 207 ٧ 2,387 2,387 Leon County Library System 300 С 1/1/2013 at-will 10,539 10.539 NW Branch Library Leon County Lake Jackson 301 С 1/1/2013 3,495 3.495 at-will Community Center 302 ٧ VACANT 3,440 3,440 New Creation Church of 303-304-305 6/1/2016 5/31/2018 3,600 15.00 54,000.00 3,600 4,500.00 Tallahassee, Inc. 400 VACANT 8,100 8,100 1/1/2013 500 Warehouse Space 14,478 at-will 14,478 Occupancy Summary - Lake Jackson Town Center 69,115 33,308 11,364 24,443 \$ 2.28 \$ 13,145.24 \$ 157,742.83 48.2% 16.4% 35.4%

[Figure 11] Occupancy

In summation, the Leasing activity that is taking place within the portfolio is generated an annual gross rental revenues of over \$1,916,678 during 2017. Leon County continues to profit from the utilization of underutilized buildings and properties in the portfolio.

#### OTHER REAL ESTATE ISSUES

#### Parcels without formal conveyance

Leon County continues to have several parcels within the land portfolio that have questionable documentation on the true ownership of the parcels. At the end of the 2017 there are 36 parcels with this status. The Real Estate Management Division is continuing to review and research these parcels to determine proper ownership. 23 of the 36 parcels seem to be under County Ownership by the Leon County Property Appraiser because they were dedicated for public use by the plat map filed with the subdivision site plans; these areas are commonly storm water ponds, drainage and easements, sidewalks and roads, etc. within the subdivision required by growth management. The ownership is usually changed when the U. S. Postmaster returns mailings to the registered owner are undeliverable. A dedication by plat does not constitute ownership and is not a formal conveyance of title. The ownership rights, to a parcel, remains with the dedicating entity or surviving Homeowners Association that controls the subdivision.

#### Parcels with Reversion Clauses in their Deed

The portfolio also contains 7 parcels that have reversion clauses within their agreements which will revert the ownership of the parcel back to original owner or their heirs if the County stops using the parcel for the intended purpose that the donor intended it to be used.

#### **Delinquent Taxes, Tax Certificates and Tax Deeds**

The greatest contributor to the Real Estate Portfolio has been the Tax Deed Process through the escheatment of parcels to Leon County via the non-redemption of delinquent Property Taxes related to the parcels.

Because of its importance, the Real Estate Division has become more involved in the delinquent tax process procedure. Potential problems that have been discovered from parcels that are escheat to the county;

- i. They are still occupied
- ii. Code violations have to be addressed and corrected
- iii. Environmental issues
- iv. Federal Liens
- v. Other issues to obtaining marketable title

Real Estate Division is working with the County Attorney to develop a policy and procedures to handle these conditions to reduce the County's liability exposure.

As part of this Annual review a detail explanation of the delinquent property tax process is discussed in Appendix 8.

#### **Portfolio Summary**

In summary, the portfolio continues to grow and serve as a source of revenue to the County. Total parcels in the Real Estate Portfolio as of December 31, 2016 reached 507 parcels, containing 6,269.4 acres. The total number of structures within the RE Portfolio is 132, these structures range from the largest single structure, the Leon County Courthouse, that contains 541,810 square feet to the smallest at 713 square feet.

The Real Estate Division and Leon County GIS have re-organized the TLCGIS Mapping Program, this reorganization has created a more productive and informative source of information regarding the Leon County Land Portfolio and buildings. This enhancement of GIS has given users the ability to locate any piece of land owned or leased by the County, by parcel ID,

address or use. Once the property is located the user can determine its primary use, Tax ID, location, ownership, status, developmental potential, flood status, purchase date, location of the deed in the Official Records, size, the number of buildings included on each parcel, the total building square footage and the type of building on the parcel without having to go to several different sites.

#### In Conclusion

The Division of Real Estate Management will continue to update and evaluate the portfolio to search for opportunities to maximize the value of the properties under County ownership. However, there continues to be very few opportunities within the Portfolio that could generate substantial amounts of revenue.

Additional information pertaining to activity within the County land portfolio can be obtained in the attached appendixes and;

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### [Appendix 1] "Facilities" as of December 31, 2017

			"Facilities" a	is of December 31, 20	17			
		Buildings						
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
"Facilitie	es" as of December 31, 2017							
	Sub-category "Facilities - Leased" as of December 3							
1	Supervisor of Elections Ops Center	2990 APALACHEE PKWY	3104200040000	Offices & Warehouse- Supervisor of Elections	7.040	1	45,286	Lease 45,286 SF of a 60,000 SF retail bldg for Voter Operations Center & Warehouse
2	Trinity United Methodist Church (Parking)	120 Park Ave W	2136402154020	Downtown Library Parking	1.260	-	-	Leased from Trinity United Methodist Church, 30 parking spaces - original lease dated August 1, 1989, contains automatic 1- yr renewals with \$500.00 per year inc; current rent \$20,500.00 per yr
	Total Sub-category "Facilities - Leased" as of	f December 31, 2017		2	8.300	1.000	45,286	
		24 224			1			
	Sub-category "Facilities - Owned" as of December 3	31, 2017						
1	US 27 Landfill	7550 Apalachee Pkwy	3204208510000	Solid Waste Collection	600.620	8	13,495	8 bldgs 12,845 SF & 650 aux SF-Seminole Radio Control Club leases +/- 3.01 acres 5- yr term with an auto 5-yr renewal expires 2/2019-Apalachee Regional Park 160 Ac
2	F.A. Ash Borrow Pit®orrow Pit	10600 F A ASH WAY	3223200060000	Borrow Pit	110.000	-	-	County Barrow Pit; HAMLIN SAND MINE; 9200 - MINING, PETROLIUM/GAS; Zoned R Rural
3	North Florida Fairgrounds-853	411 E Paul Russell Rd	3118208530000	Fairgrounds	107.090	14	132,342	Contains 14 Buildings containing 130,648 base SF & 1,694 aux SF; Use; 8600 Zoned; MULTIP; Under long-term lease to the North Florida Fair Assoc
4	Public Works Center	1800 N Blair Stone Rd	1120208510000	Public Works Center	32.693	7	87,845	Parcel contains 7 buildings totaling 50,696 Base SF & 37,149 Aux SF; 8600 - COUNTY; Zoned MULTIP MULTIPLE ZONING DESIGNATIONS
5	Jail - Health Dept - Sheriff HQ -851	501 Appleyard Dr	2133208510000	Jail/Health Dept./Mosquito Control	32.030	17	500,673	County Jail & Support buildings containing 500,232 base SF & 441 aux SF; 8600 - COUNTY; Zoned MULTIP MULTIPLE ZONING DESIGNATIONS
6	Eisenhower Rd borrow pit	Tyson Rd	4109208520000	Borrow Pit	28.630	-	-	County Barrow Pit; 9600 - SEWAGE DISPOSAL, SOLID WASTE; Zoned M-1 Light Industrial
7	National Guard Armory	1225 Easterwood Dr	1127209020000	Land Lease-Armory Board Of The State Of Florida	19.180	1	38,820	Contains 1 building with 38,820 base SF; Part of original 255.02 A from USA (Tom Brown Park) + Another 80 A from USA BK947 PG1831; 8100 - MILITARY; Zoned M- 1 Light Industrial

[Appendix 1]
"Facilities" as of December 31, 2017

	Facilities" as of December 31, 2017  Buildings										
Parcel	Name	Location	Parcel ID	Function	Acres		Square	Notes			
							Footage				
8	Gum Road Transfer Station -611	4900 Gum Rd	2129206110000	Solid Waste Collection	15.050	4	30,849	1 of 2 parcels that make up Gunm Rd Transfer Station containing 4 buildings containing 29,856 base SF & 993 aux SF; 8600 - COUNTY; Zoned M-1 Light Industrial			
9	Lake Jackson Town Center At Huntington	3840 N Monroe St	2109200040000	Nw Library, Tax Collector & Retail	11.560	1	75,716	Retail strip Center with 72,470 base Sf & 3,246 aux SF with third party leases and County Offices			
10	Woodville roll-off site	549 Henry Jones Rd	3307208510000	Solid Waste Developabl Collectio e n	10.050	1	956	Waste Collection Site; 8600 - COUNTY; Zoned UF Urban Fringe; 1b;dg 140 Base SF with 816 aux sf			
11	Eisenhower Rd Borrow Pit	3969 Tyson Rd	4109208010000	Borrow Developabl Pit e	10.000	-	-	aka City of Tallahassee Firing range; 1 of 2 parcels totaling 38.63 Ac			
12	Leon Serenity Cemetery (Paupers Cemetery)	5479 Crawfordville Rd	4126200200000	Cemetery Developabl e	9.650	-	-	Serenity Cemetery (Paupers Cemetery); 8000 - VACANT GOVERNMENTAL; Zoned OS Open Space			
13	Ft. Braden Library	16327 Blountstown Hwy	4304208530000	Branch Developabl Library e	9.510	1	6,532	Contains 1 building containing 5,796 bas SF & 736 aux SF; Use; 8600 Zoned; MULTIP			
14	Public Safety Complex	911 Easterwood Dr	1127208530000	Public Safety Complex	7.890	3	110,356	Contains 3 buildings with 103,672 base SF & 6,684 aux SF; BK4022 PG665 50% ownership deeded to COT; 1 OF 3 Lot Partition OR4025 PG745; Part of original 255.02 A from USA (Tom Brown Park) + Another 80 A from USA BK947 PG1831.			
15	Gene Cox Stadium	601 Paul Russell Rd	3118208560000	Stadium	7.800	-	-	Leased to School Board of Leon County for 40-Years beginning 05/30/1989 and ending 05/29/2029; 8600 - COUNTY: Zoned OS Open Space			
16	Ft. Braden roll-off site	2485 E Joe Thomas Rd	4304208520000	Solid Waste Collection	7.200	-	-	County Barrow Pit; 9600 - SEWAGE DISPOSAL, SOLID WASTE; Zoned M-1 Light Industrial			
17	Miccosukee Roll-off Site	13051 Miccosukee Rd	1618208510000	Solid Waste Collection	7.030	-	-	Waste Collection Site; 8600 - COUNTY; Zoned R Rural			

[Appendix 1]
"Facilities" as of December 31, 2017

			racinties a	s of December 31, 20.	1,			
						Buildings		
Parcel	Name	Location	Parcel ID	Function	Acres	#	Square	Notes
							Footage	
18	Blount Roll-off -851	4363 Holder Ln	4415208510000	Solid Waste Collection	5.500	-	-	-
19	Tallahassee Developmental Center	455 Appleyard Dr	212851 D0002	Leased to Pensacola Care under 25-yr Capital Lease	5.000	5	30,933	Contains 5 buildings containing 28,413 base SF & 2,520 aux SF; Leased for 25-yrs as a Capital Lease to Pensacola Care, Inc term June 30, 2036
20	Juvenile Detention Center	2303 Ronellis Dr	4109208530000	Juvenile Corrections	5.000	1	24,065	Land Lease to Florida Department of Health & Rehabilitative Services; 50-yr term; expiration date June 9, 2043; 8600 - COUNTY; Zoned M-1 Light Industrial
21	Facilities Managerment	1907 S Monroe St	4101208510000	Offices & Warehouse	4.541	2	20,391	Building count from Prop App site is 0- parcel actually Contains 2 building containing 20,391 SF
22	NE Branch Library	5513 Thomasville Rd	1427202080000	Branch Library	4.540	1	19,802	Contains 1 building containing 18,300 base SF & 1,502 aux SF; Use: 8600 Zoned: MULTIP
23	Agricultural Center	615 Paul Russell Rd	3118208570000	Offices	4.130	1	13,289	Contains 1 building containing 13,289 SF; Use; 8600 Zoned; OR-2
24	B.L. Perry Library	2817 S Adams St	4112208050000	Branch Undevelopa Library ble	3.790	1	13,684	B. L. Perry Library site, 1 building containing 12,350 base SF & 1,334 aux SF; Use: 8600 Zoned; MULTIP
25	Gum Road Transfer Station -205	4858 Gum Rd	2132202050000	Solid Waste Collection	3.700	-	-	1 of 2 parcels that make up Gunm Rd Transfer Station
26	American Red Cross	1115 Easterwood Dr	1127208520000	Land Lease to American Red Cross	3.650	1	21,639	Contains 1 building containing 20,378 base SF & 1,261 aux SF; Land Lease to The American National Red Cross; 90-yr term; expiration date September 30, 2098;
27	Public Health Unit	1515 Old Bainbridge Rd	2126200140000	Public Health	3.210	1	19,406	Contains 1 building containing 18,201 & 1,206 aux SF Sq Ft; Use: 8600 - COUNTY: Zoned RP-2 Residential Preservation-2
28	Renaissance Center	435 N Macomb St	2136500135300	Office Building	3.000	2	148,032	Building count Prop App site is 2 - 107,488 base SF & 1,664 aux SF building & parking deck, Undivided 1/3rd interest (33.4%) deeded to Leon County by COT 03/2006

[Appendix 1]
"Facilities" as of December 31, 2017

			racinties a	is of December 31, 201	.,			
						Building		
Parcel	Name	Location	Parcel ID	Function	Acres		Square	Notes
							Footage	
29	Orange Ave Health Center	872 Orange Ave W	4111250000260	Public Health	2.610	1		Contains 1 building containing 15,423 base SF & 756 aux SF; Use: 8600 Zoned: MULTIP
30	Leon County Courthouse	301 S Monroe St	2136250901415	Office Building	2.480	2	541,810	Building count from Prop App site is 2 - Contains 1 building 276,910 SF & a parking garage 264,900 SF; totaling 541,810 SF, Currently 3 active leases
31	Amtrak Station	918 Railroad Ave	4101202050000	Train Station, Offices & Warehouse	2.292	3	26,266	Contains 3 buildings totaling 23,358 base SF & 2,908 aux SF; Parcel is encumbered by 1 lease to National Railroad Passenger Corporation & 1 License Agreement to Tallahassee Film Society, and a 1992 JPA with the FDOT for improvements to the depot.
32	Leroy Collins Library	200 Park Ave W	2136402114015	Library - Downtown	2.230	1	88,230	Contains 1 building totaling 88,230 SF (650 SF leased to Friends of the Library)
33	Williams Rd Fire Station	6370 Williams Rd	3221208010000	Public Safety	1.900	1	800	Contains 1 building containing 840 base SF; Use; 8600 - COUNTY; Zoned; UF-Urban Fringe; Used by to Chaires-Capitola Volunteer Fire Departmentby agreement between VFD & County
34	Tharpe St Warehouse	3401 W Tharpe St	2120208520000	Offices & Warehouse	1.590	1	25,728	Contains 1 building containing 24,960 & 768 aux SF, that shares a common wall with the building next door. Party wall agreement in File
35	VFW / Moody Cemetery	Fox Rd	4126150000150	Cemetery	1.500	-	-	Veterans/Moody Cemetery; 8600 - COUNTY; Zoned RP Residential Preservation
36	Traffic Court	1920 Thomasville Rd	1119206180000	Office Building	1.490	1	15,978	Building count from Prop App site is 2- Contains 1 building totaling 15,819 base SF & 159 aux SF; Use: 8600 Zoned: UP-1
37	Leroy Collins Library Parking	N Bronough St	2136402794410	Parking	1.450	-	-	Auxcillary Parking Main Library; 8000 - VACANT GOVERNMENTAL; Zoned CC Central Core

[Appendix 1]
"Facilities" as of December 31, 2017

	Facilities as of December 31, 2017										
							Building				
Parcel	Name	Location	Parcel ID	Function	Acre		#	Square	Notes		
							<u>"</u>	Footage			
									Closed Waste Collection Site; 9600 -		
38	Tram Rd Roll Off Site - 852	Tram Rd	3227208520000	Solid Waste Collection	on	1.380	-	-	SEWAGE DISPOSAL, SOLID WASTE; Zoned R		
									Rural		
									Building count Prop App site is 3 - Contains		
									2 buildings & a parking garage totaling		
39	Leon County Goverment Annex Complex	311 S Calhoun St	2136250661205	Office Building		1.360	3	240,111	215,062 base SFt & 25,049 aux SF; with 9		
									current active leases		
40	Gadsden Parking Lot - LCGC & Courthouse	745.6.6-4-464	2426250004445	Daulina		1.010			General parking for Court House &		
40	Gadsden Parking Lot - LCGC & Courthouse	745 S Gadsden St	2136250091145	Parking		1.010	-	-	Goverment Annex; 8600 - COUNTY; Zoned CC Central Core		
									Contains 1 building containing 840 base SF		
									Use; 8000 - VACANT GOVERNMENTAL;		
41	Mahan/Miccosukee Fire Station	4245 Heatherwood Dr	1635100000013	Public Safety		1.000	1	800	Zoned; R-Rural; ; Used by Miccosukee		
				,					Volunteer Fire-Rescue, Inc; by agreement		
									between VFD & County		
42	Mt. Zion Cemetery	Bradfordville Rd	1422250000050	Cemetery		0.550			Mt Zion Cemetery; 8600 - COUNTY; Zoned		
42	Wit. Zion cemetery	bradiordville Nu	1422230000030	cemetery		0.550			BC-2 Bradfordville Commercial 2		
43	Orange Ave - 411230 D0091	Orange Ave & Meridian S	411230 D0091	Vacant Land		0.480	_	_	8000 - VACANT GOVERNMENTAL; Zoned		
									CU-45 Central Urban - 45		
44	Orange Ave - 411230 D0090	Orange Ave & Meridian S	411230 D0090	Vacant Land		0.470	-	-	8000 - VACANT GOVERNMENTAL; Zoned		
									CU-45 Central Urban - 45 8000 - VACANT GOVERNMENTAL;		
45	Privateer Way Cemetery	Privateer Way	3317208530000	Cemetery		0.210	-	-	Cemetery; Zoned RA Residential Acre		
									Contains 1 building containing 8,780 base		
46	Tourist Development Center	106 E Jefferson St	2136251691465	Office Building		0.050	1	8.975	SF & 195 aux SF office building; Use; 8600		
	,						=	-,- : -	Zoned; CC		
									·		
	Total Sub-category "Facilities - Owned" as o	f December 31, 2017			46	1,096.096	87	2,273,702			
									1		
	Total "Facilities" as of December 31, 2017			4	48	1,104.396	88	2,318,988			

[Appendix 2]
"Parks & Recreation" as of December 31, 2017

	"Parks & Recreation" as of December 31, 2017									
				Current	FEMA		Building			
Parcel	Name	Location	Parcel ID	USE	Flood Function	Acres	Number		Notes	
					Category			Footage		
"Parks 8	Recreation" as of December 31, 2017									
	"Parks & Recreation" Sub-category "Boat Landing	" as of December 31, 2017								
1	US 27 Boat Landing	4967 N Monroe St	2432206010000	"Parks & Recreation"	Boat Ramp	13.000	-	-	Boat Landing & Park; 9700 - OUTDOOR RECREATIONAL; Zoned LP Lake Protection	
2	Cypress Landing	16900 Ro Co Co Rd	1623208010000	"Parks & Recreation"	Boat Ramp	10.000	-	-		
3	Lake Munson and old landing - 452	1025 Munson Landing Rd	4126204520000	"Parks & Recreation"	Boat Ramp	9.173	-	-	1 of 7 parcels that make up Lake Munson Area; BK120 PG396 Dedication for Public Purposes	
4	Williams Landing	951 Williams Landing Rd	2327208510000	"Parks & Recreation"	Boat Ramp	7.290	1	697	1 of 3 parcels on same Deed	
5	Coe Landing	Coe Landing Rd	2325208510000	"Parks & Recreation"	Boat Ramp	4.960	1	866	1 of 3 parcels on same Deed	
6	Stoutamire Landing park	2552 Ben Stoutamire Rd	4411050000010	"Parks & Recreation"	Boat Ramp	2.990	-	-	Online Image not available on Clerk of Courts site	
7	Rhoden Cove Landing	1053 Rhoden Cove Rd	2102208520000	"Parks & Recreation"	Boat Ramp	2.070	_		1 of 3 parcels on same Deed	
8	Coe Landing Park	1208 Coe Landing Rd		"Parks & Recreation"	Boat Ramp	1.540	1		1 Of 2 parcels	
9	Ochlocknee Landing Park	6991 Tower Rd		"Parks & Recreation"	Boat Ramp & Park	1.440	-	-	fka Tower Boat Landing 1 of 3 parcels on same Deed; 9700 - OUTDOOR RECREATIONAL; Zoned R Rural	
10	Sunset Landing	4800 Jackson Cove Rd	2432208510000	"Parks & Recreation"	Boat Ramp	1.250	1	960	fka Old Bainbridge Landing; 8600 - COUNTY; Zoned LP Lake Protection	
11	Wainwright Landing	4135 Wainwright Rd	4414208510000	"Parks & Recreation"	Boat Ramp	0.770	-	-	No conveyance instrument located	
12	Bull Headley Landing	10156 Bull Headley Rd	1732208520000	"Parks & Recreation"	Boat Ramp	0.590	-	-		
13	Crowder Landing	1053 Crowder Rd	2103208510000	"Parks & Recreation"	Boat Ramp	0.577	-	-	Reversion clause in deed that will revert ownership to Grantors if not used for Public Recreation	
14	Stoutamire Landing	Ben Stoutamire Rd	4411208510000	"Parks & Recreation"	Boat Ramp	0.450	-	-	Reversion clause in deed that will revert ownership to Grantors if not used for a park.	
15	Reeves Landing	16254 Reeves Landing Rd	1602208510000	"Parks & Recreation"	Boat Ramp	0.340	-	-		
16	Blount Landing	24371 Lanier St	4415640000250	"Parks & Recreation"	Boat Ramp	0.310	-	-	No conveyance instrument located	
17	Lake Iamonia landing	lamonia Landing Rd	1723208510000	"Parks & Recreation"	Boat Ramp	0.310	-	-	Reversion clause in deed that will revert ownership to Grantors if not used for Public Recreation	
18	Elk Horn Landing	3997 Elk Horn Rd	4412208520000	"Parks & Recreation"	Boat Ramp	0.250	-	-	No conveyance instrument located	
	Total "Parks & Recreation" Sub-category "	Boat Landing" as of Decem	ber 31, 2017		18	57.310	4	3,594	1	
	· · · · · · · · · · · · · · · · · · ·	<u> </u>	·					<u> </u>	_	
	"Parks & Recreation" Sub-category "Community	Center" as of December 31,	2017							
1	Daniel B. Chaires Community Park & Community Center	4768 Chaires Cross Rd	1233204280000	Parks & Recreation"	Community Center & Park	50.000	2	3,596	1 of 2 parcels that includes the former Chaires Borrow Pit; Contains 2 Buildings containing 3,074 base SF & 522 aux SF; Use; 8600 Zoned; MULTIP	
2	Woodville Community Center	8000 Old Woodville Rd	3308208020000	"Parks & Recreation"	Community Center & Library	5.540	1	8,820	1 of 2 Parcels containing 1 building with 8,143 base SF & 677 aux SF combining the Woodvile Branch Library & Community Center; 8600 - COUNTY; Zoned R Rural	
3	Miccosukee Community Center-852	13887 Moccasin Gap Rd	1608208520000	"Parks & Recreation"	Miccosukee Community Center	1.000	1	3,104	1 of 2 parcels containing the Miccosukee Community Center contains 1 building containing 2,944 base SF & 160 aux SF; Use; 8600 Zoned; RC	
4	Miccosukee Community Center-005	Moccasin Gap Rd	1608200050000	Parks & Recreation"	Miccosukee Community Center	1.000	-	-	1 of 5 parcels making up Miccosukee Community Center & Park	

[Appendix 2] "Parks & Recreation" as of December 31, 2017

	"Parks & Recreation" as of December 31, 2017										
				Current	FEMA		Buildings				
Parcel	l Name	Location	Parcel ID	USE	Flood Function Category	Acres	Number	Square Notes Footage			
5	Bradfordville Community Center	BEECH RIDGE TRL	142229 A0040	"Parks & Recreation"	Community Center	0.580	1	1 of 3 parcels from a land exchange between County and Summit Holdings; Bradfordvile Community Center containing 1,140 base SF was moved to this location; Use; 1700 - OFFICE BUILDINGS/NONPROF/ONE Zoned; BC-1 Bradfordville Commercial 1			
	Total "Parks & Recreation" Sub-category "C	community Center" as of	December 31, 201	7	!	5 58.120	5	16,660			
	"Parks & Recreation" Sub-category "Community Center-Leased" as of December 31, 2017										
6	Ft Braden Community Center	16387 Blountstown Hwy	4304208510000	"Parks & Recreation"	Community Center - Leased	4.250	1	Building count from Prop App Site is 0; contains 1 building containing as est 10,072 SF - Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent \$1.00 per yr			
	Total "Parks & Recreation" Sub-category "C	community Center-Leased	l" as of December	31, 2017		L 4.250	1	10,072			
	Total "Doubs & Bossostion" Sub-sotogon; "C	'ammunitu Cantaull ac af	December 21, 201	7		62.370	6	26,732			
	Total "Parks & Recreation" Sub-category "C	ommunity Center as or	December 51, 201	,		02.370	U	20,732			
	"Parks & Recreation" Sub-category "Park - Leased	as of December 31, 201	7								
1	Miccosukee Road Greenway Park	4996 Crump Road		"Parks & Recreation"	Park - Leased	501.970	-	Leased from Board of Trustees of the International Improvement Trust Fund - State of Florida (TIITF) - Sublessor; Florida Department of Environmental Protection; 50-yr term; expiration Jan 2049; rent \$300.00 Per yr			
2	J. R. Alford Greenway - 1231209010000	2500 Pedrick Road	"Park - Leased"	"Parks & Recreation"	Park - Leased	395.510	-	1 of 3 parcels leased from Board of Trustees of the International Improvement Trust Fund - State of Florida - (TIITF) Sublessor; Florida Department of Environmental Protection; 50-yr term; expiration Nov 2050; rent \$300.00 Per yr			
3	J. R. Alford Greenway - 1232209020000	Rutledge Road	"Park - Leased"	"Parks & Recreation"	Park - Leased	293.540	-	1 of 3 parcels leased from Board of Trustees of the International Improvement Trust Fund - State of Florida - (TIITF) Sublessor; Florida Department of Environmental Protection; 50-yr term; expiration Nov 2050; rent \$300.00 Per yr			
4	J. R. Alford Greenway - 1230209010000	Rutledge Road	"Park - Leased"	"Parks & Recreation"	Park - Leased	198.080	-	1 of 3 parcels leased from Board of Trustees of the International Improvement Trust Fund - State of Florida - (TIITF) Sublessor; Florida Department of Environmental Protection; 50-yr term; expiration Nov 2050; rent \$300.00 Per yr			
5	Canopy Oaks Community Park	3250 Point View Dr	"Park - Leased"	"Parks & Recreation"	Park - Leased	10.700	-	Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent - \$1.00 per yr; the 7,184 SF bldg on the property is not included in the Lease.			
6	Old Concord School Miccossukee Community Park	15011 Cromartie Road	"Park - Leased"	"Parks & Recreation"	Park - Leased age 77 of 1364	10.130	-	Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent - \$1.00 per yr; Contains 1 building containing 7,376 bas SF & 250 auc SF that not included in Lease  Posted on April 2, 2018			

[Appendix 2]
"Parks & Recreation" as of December 31, 2017

	"Parks & Recreation" as of December 31, 2017									
				Current	FEMA			Buildings		
Parcel	Name	Location	Parcel ID		Flood Category	Function	Acres	Number	Square Footage	Notes
7	Ft Braden Elementary School (Ft Braden Community Park)	15100 Blountstown Hwy	"Park - Leased"	"Parks & Recreation"		Park - Leased	9.300	-	-	Leased from School Board of Leon County, 20-yr term; expiration May 2027; contains 2 5-yr renewals; rent \$1.00 per yr
	Total "Parks & Recreation" Sub-category "C	ommunity Center" as of E	December 31, 201	7		7	1,419.230	-	•	
	"Parks & Recreation" Sub-category "Park" as of De	ecember 31, 2017								
1	St Marks Headwaters Greenway	10995 Buck Lake Rd	1226200100000	) "Parks & Recreation"		St Marks Headwaters Greenway/Capitola Area Park	586.450	-	-	1 of 10 parcels that makeup St Marks Headwaters Greenway/Capitola Area Park; Parcel consoldition reduced # of Parcels to 2 2015-2016 Contains 6 Buildings containing 25,838 base SF & 6,886
2	Tom Brown Park	501 Easterwood Dr	1127208510000	) "Parks & Recreation"		Tom Brown Park	256.270	6	32,259	aux SF; Original 255.02 A from USA (Tom Brom Park). BK624 PG542 COT disclaimed all rights and claims. Corrective Deed BK 627 PG543. Another 80 A from USA BK947 PG1831.
3	Nusbickel Parcel (Future Park)	CHEVY WAY	1229204600000	) "Parks & Recreation"		Future Park & Greenway St Marks Headwaters	173.860	-		1 of 2 parcels Quit Claimed from BP 2000 for future Park & Greenway 1 of 10 parcels that makeup St Marks Headwaters
4	St Marks Headwaters Greenway	655 Baum Rd	1225200050000	Parks & Recreation"		Greenway/Capitola Area Park	168.130	-	-	Greenway/Capitola Area Park; Parcel consoldition reduced # of Parcels to 2 2015-2016
5	Fred George Greenway	3043 Capital Cir Nw	2108206020000	Parks & Recreation"		Park - Fred George	156.617	2	5,669	1 of 6 parcels that make up Fred George Park 1 of 5 parcels totaling 132.08 acres making up Eight Mile
6	Eight Mile Pond Park	Tomberlin Rd	4611202400000	Parks & Recreation"		Park - Eight Mile Pond	116.064	-	-	Pond Park, renamed Eight Mile Pond Park vs Seven Mile Pond Park at request of Parks & Rec
7	Celebration Parcel - Future Park	Thomasville Rd & Proctor Rd	1412200020000	Parks & Recreation"		Future Park - Thomasville Rd &	100.000	-	-	Future Park east side of Thomasville Rd at Proctor Rd
8	Daniel B. Chaires Community Park & Community	Road To The Lake	1233208510000	"Parks & Recreation"		Community Center &	73.990	-	-	As of 08/2013 includes former Chaires Borrow Pit
9	Lake Munson Preserve Park - 852	1306 Jackson Moody Pl	4126208520000	Parks & Recreation"		Drainage - Lake Munson	61.832		-	1 of 7 parcels that make up Lake Munson Area; Add'L BK2155 PG267 & Corrective Deed BK4453 PG 608
10	Hopkins Crossing -01	Commonwealt Blvd	211935 0001	"Parks & Recreation"		Undeveloped Park	49.310	-	-	Fee Simple dedication by Hopkins Crossing, Ltd
11	Goose Creek/Alford Alrm Park	6101 Buck Lake Rd	123025 0001	"Parks & Recreation"		Park - Goose Creek	45.310	-	-	1 of 4 parcels that make up Groose Creek Park
12	Jackson View Park	2585 Clara Kee Blvd	2105200110000	Parks & Recreation"		Jackson View Park	44.530	-		Use Restrictions BK3839 PG 559
13	J. Lee Vause park	6024 Old Bainbridge Rd	2429208510000	Parks & Recreation"		J. Lee Vause Park	26.760	2	2 57/	Parcel 2 BK1072 PG1134 Parcel 3 BK1099 PG1852 Parcel 4 BK1239 PG 2002
14	J. Lewis Hall, Sr. Park	1492 J Lewis Hall Sr Ln	3305208510000	Parks & Recreation"		J. Lewis Hall, Sr Park	26.640	1	1,334	1 of 2 parcels that make up J Lewis Hall (Woodville) Park
15	Okeeheepkee Prairie Park	1294 Fuller Rd	2111208010000	) "Parks & Recreation"		Okeeheepkee Prairie	26.170	-		Parcel 2 BK2248 PG1201 Contains 1 Building containing 13,419 base SF & 1,460 aux SF used as a library; 1 of 3 Parcels that make up
16	Pedrick Pond-008	1583 Pedrick Rd	1124200080000	) "Parks & Recreation"		Pedrick Pond Park	19.330	1	14,879	Pedrick Pond Park & Eastside Library; Use: 8600 Zoned: RP
17	Orchard Pond Greenway	Orchard Pond Rd	2403200180002	! "Parks & Recreation"		Greenway Park	17.740	-	-	Original Orchard Pond Rd ROW deeded to County after the Orchard Pond Parkway was complete & open
18	Martha Wellman Park	Shuler Rd	2130204150000	"Parks & Recreation"		Park	13.250	-		1 Of 2 parcels that makeup Martha Wellman Park
19	Observation Pointe Subdivision	Rutledge Rd	123040 0001	"Parks & Recreation"		Greenway Trails	11.970	-	-	1 of 4 parcels that make up Groose Creek Park

[Appendix 2]
"Parks & Recreation" as of December 31, 2017

	"Parks & Recreation" as of December 31, 2017										
				Current	FEMA		Building				
Parcel	Name	Location	Parcel ID	USE	Flood Function Category	Acres	Number	Square Notes Footage			
20	Stoneler Road Park - 852	5225 Stoneler Rd	2106208520000	"Parks & Recreation"	Stoneler Park	11.800	1	944 8600 - COUNTY; Park; Zoned RA Residential Acre			
21	Martha Wellman Park	5317 W Tennessee St	2130200060000	"Parks & Recreation"	Park	10.060	-	- 1 Of 2 parcels that makeup Martha Wellman Park			
22	Kate Ireland Park	12271 Iamonia Landing Rd	1723208010000	"Parks & Recreation"	Kate Ireland Park	5.980	-	- 8000 - VACANT GOVERNMENTAL; Park; Zoned R Rural			
23	Tower Road Park	5971 Tower Rd	2431208510000	"Parks & Recreation"	Tower Road Park	5.350	1	1,222 Attached and Two Family Residential			
24	Eight Mile Pond Park	Avalon Dr	4611030000200	"Parks & Recreation"	Park - Eight Mile Pond	5.130	-	1 of 5 parcels totaling 132.08 acres making up Eight Mile Pond Park, renamed Eight Mile Pond Park vs Seven Mile Pond Park at request of Parks & Rec 1 of 5 parcels totaling 132.08 acres making up Eight Mile			
25	Eight Mile Pond Park	Avalon Ct	4611030000220	"Parks & Recreation"	Park - Eight Mile Pond	4.810	-	<ul> <li>Pond Park, renamed Eight Mile Pond Park vs Seven Mile Pond Park at request of Parks &amp; Rec</li> </ul>			
26	Eight Mile Pond Park	Avalon Dr	4611030000210	"Parks & Recreation"	Park - Eight Mile Pond	4.390	-	1 of 5 parcels totaling 132.08 acres making up Eight Mile - Pond Park, renamed Eight Mile Pond Park vs Seven Mile Pond Park at request of Parks & Rec			
27	Fred George Park/Wildwood-A08	Knollwood Dr	210515 A0080	"Parks & Recreation"	Park - Fred George	3.777		- 1 of 6 parcels that make up Fred George Park			
28	Miccosukee Community-208	Veterans Memorial Dr	1609202080000	"Parks & Recreation"	Miccosukee Community	3.300	-	1 of 5 parcels making up Miccosukee Community Center & Park			
29	Woodville Community Center (South)	Old Woodville Rd	3308200250000	"Parks & Recreation"	Park	3.080	-	- 1 of 2 parcels making up Woodville Community Center			
30	Pedrick Pond-004	Mahan Dr	1124200040000	"Parks & Recreation"	Pedrick Pond Park	2.760	-	- 1 of 3 Parcels that make up Pedrick Pond Park			
31	Fred George Park/Wildwood-A14	Knollwood Dr	210515 A0140	"Parks & Recreation"	Park - Fred George	2.730	-	- 1 of 4 Parcels that makes up Fred George Park			
32	Pedrick Pond-002	5707 Mahan Dr	1124200020000	"Parks & Recreation"	Pedrick Pond Park	2.550	-	<ul> <li>1 of 3 Parcels that make up Pedrick Pond Park</li> <li>1 of 4 Parcels that makes up Fred George Park</li> </ul>			
33	Fred George Park/Wildwood-A13	Knollwood Dr	210515 A0130	"Parks & Recreation"	Park - Fred George	2.330	-	<ul> <li>Acquired as Floof prperty reclassed &amp; consolidated into Fred George Park FY 13-14</li> </ul>			
34	Miccosukee Community-224	15009 Cromartie Rd	1609202240000	"Parks & Recreation"	Miccosukee Community	2.000	1	1,970 a parcels making up Miccosukee Community Center & Park			
35	Eight Mile Pond Park	Oak Ridge Rd W	4611030000240	"Parks & Recreation"	Park - Eight Mile Pond	1.850	-	1 of 5 parcels totaling 132.08 acres making up Eight Mile - Pond Park, renamed Eight Mile Pond Park vs Seven Mile Pond Park at request of Parks & Rec			
36	Cedar Hill Park	467 Cedar Hill Rd	2412208520000	"Parks & Recreation"	Park - Cedar Hill	1.440	-	9700 - OUTDOOR RECREATIONAL; Park & Landing; Zoned R Rual			
37	Meridian Rd at Lakeshore Dr	N Meridian Rd	2112208510000	"Parks & Recreation"	Lakeshore Estates	1.000	-	- No conveyance instrument located			
38	Old Woodville rd - 3305206090000	Old Woodville Rd	3305206090000	"Parks & Recreation"	J. Lewis Hall, Sr Park	0.850	-	- 1 of 2 parcels that make up J Lewis Hall (Woodville) Park			
								Appears to be a designated drainage area for Goose Creek Sub Phrase II. The area is dedicated to be used as			
39	Goose Creek Phase Ii - 123026 0002	Waynard Way	123026 0002	"Parks & Recreation"	Park - Goose Creek	0.690	-	<ul> <li>- a Leon County park, does not appear to have been conveyed to the Cty. Governing doc OR 2556 Pg 1380 "Declaration of Covenants and Restrictions'</li> </ul>			
40	Groose Creek Park - 1230204100001 - Greenway	Groose Creek Park	1230204100001	"Parks & Recreation"	Greenway Trails	0.546	-	- 1 of 4 parcels that make up Groose Creek Park			

[Appendix 2]
"Parks & Recreation" as of December 31, 2017

				Current	FEMA			Buildin	gs	
Parcel	Name	Location	Parcel ID		Flood Function Category	Acr		Number	Square Footage	Notes
41	Woodside Heights Playground-E6	812 Brent Dr	311980 E0060	"Parks & Recreation"	Brent Dr Park		0.480	-		1 of 3 parcels, reversion clause in deed that will revert - ownership to Grantors if not used for ROW. public road, park, and drainage
42	Woodside Heights Playground-E22	813 Greenleaf Dr	311980 E0220	"Parks & Recreation"	Brent Dr Park		0.480	-		1 of 3 parcels, reversion clause in deed that will revert - ownership to Grantors if not used for ROW. public road, park, and drainage
43	Nusbickel Parcel access	CHEVY WAY	1229201040000	"Parks & Recreation"	Future Park & Greenway		0.270	-		1 of 2 parcels Quit Claimed from BP 2000 for future Park & Greenway
44	Groose Creek Park - 1230204310001 - Greenway	Groose Creek Park	1230204310001	"Parks & Recreation"	Greenway Trails		0.148	-		- 1 of 4 parcels that make up Groose Creek Park
45	Miccosukee Community-210	8999 Veterans Memorial Dr	1609202100000	"Parks & Recreation"	Miccosukee Community		0.130	-		1 of 5 parcels making up Miccosukee Community Center & Park
	Total "Parks & Recreation" Sub-category "	Park" as of December 3	l, 2017			45	2,052.154	15	61,85	51
	Total "Parks & Recreation"as of December	31, 2017				76	3,591.064	25	92,17	77

[Appendix 3]
"Right of Way (ROW)" as of December 31, 2017

			Right of Way (Ri	OW)" as of December	31, 2017	Buildings	
Parcel	Name	Location	Parcel ID	Function	Acres	# Square	Notes
"Right	of Way (ROW)" as of December 31, 2017					rootage	
	Sub-category "Right of Way (ROW)" as of Dec						
1	Orchard Pond Pkwy - 2403200180001	760 ORCHARD POND PKY	2403200180001	ROW for Orchard Pond Pkwy	105.160	-	ROW for Orchard Pond Toll Road;Use:  9400 - RIGHTS-OF-WAY; Zoned R Rural Reversion Clause if not used for road,
2	Sunflower Rd - 4613208010000	Sunflower Rd	4613208010000	ROW	22.630	-	- drainage or utility; Use: 9400 - RIGHTS-OF- WAY; Zoned: UF Urban Fringe ROADWAYS & RIGHT OF WAYS OF
3	Linene Woods Subdivision ROW	Dartmoor Dr	211207 0001	Roadways & Easements in Linene Woods Subdivision	13.500	-	SUBDIVISION; Use: 8000 - VACANT GOVERNMENTAL; Zoned: LP Lake Protection FRONTIER ESTATES UNITS 1 2 & 3 ROAD
4	Frontier Estates Units 1 2 & 3	Apalachee Pkwy	320626 0002	Roadways & Easements in Frontier Estates Sub	7.130	-	R/W'S DRAINAGE EASEMTS UTILITY  - EASEMENTS; Use: 9400 - RIGHTS-OF-WAY; Zoned: MULTIP MULTIPLE ZONING DESIGNATIONS
5	LAKE HALL RD, - 143310 0001	LAKE HALL RD,	143310 0001	.05 mile Row for Lake Hall RD	4.670	-	Poertion of the ROW for Lake Hall Rd in NE - Leon County .28 Miles west of Thomasville Rd & .81 Miles south of Kerry ForestPkwy
6	Lakewood Business Center - 67	Capital Cir Nw	2106510000670	Future ROW	1.300	-	MEDIAN STRIP ADJ CAP CIR; Use: 9400 - RIGHTS-OF-WAY; Zoned: I Industrial ROW for Apaloosa Trl; Use: 9400 - RIGHTS-
7	Apaloosa Trl	Appaloosa Trl	222505 D0010	Road	0.597	-	- OF-WAY; Zoned: RP Residential Preservation ROW for Wadesboro Rd; Use: 9400 -
8	Wadesboro Rd ROW	Mahan Dr	1210160000110	) ROW	0.550	-	RIGHTS-OF-WAY; Zoned: UF Urban Fringe - ROW for Wadesboro Rd; Use: 9400 - RIGHTS-OF-WAY; Zoned: UF Urban Fringe
9	LL Wallace Rd - 4609202330000	L L Wallace Rd	4609202330000	) ROW - Wallace Rd	0.390	-	PART OF L L WALLACE ROADWAY; Use: - 9400 - RIGHTS-OF-WAY; Zoned: UF Urban Fringe
10	Strip - Springhill Rd to Seasons Ln	Springhill Rd	411560 0001	Vacant - Dedicated ROW	0.320	-	No conveyance instrument located except for dedication per Plat Book 7 PG30; 10 FT BUFFER R/W; Use: Use: 9400 - RIGHTS-OF- WAY; Zoned: RP Residential Preservation
11	Scenic Heights-E025	2002 Sheridan Rd	212270 B0250	Vacant Land	0.260	-	Purchase for future improvement of Tharpe St & Devra Dr intersection; Use: - 8000 - VACANT GOVERNMENTAL; Zoned: RP Residential Preservation
12	Capital City Estates Sub - B023	Oleander Dr	412330 B0230	Vacant Land	0.240	-	No Conveyance: designated for expansion of Capital Cir SW; Use: 8000 - VACANT GOVERNMENTAL; Zoned: R1 Single Family Detached
13	Capital City Estates Sub - A008	Hibiscus Ave	412330 A0080	Vacant Land	0.170	-	Deeded to County by Habitat for Humanity; designated for expansion of Capital Cir SW; Use: 8000 - VACANT GOVERNMENTAL; Zoned: RP Residential Preservation
14	S Calhoun St - 411250 G0070	S Calhoun St	411250 G0070	ROW	0.140	-	Extension of Calhoun St north to Willis St by Plat; Use: Extension of Calhoun St north to Willis St by Plat; Zoned: CU-45 Central Urban - 45
	Total Sub-category "Right of Way (ROW)"	as of December 31, 2017		14	157.057	-	B
				Page 81 of 1364			Posted on April 2, 20

## [Appendix 4]

"Surplus"	as of	December	31.	2017
Juipius	as oi	December	υ±,	201/

						Buildings			
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes	
"Surplu	s" as of December 31, 2017								
1	Sub-category "Affordable Housing" as of Dece AH - Parkway Heights (7234 Dykes Rd)- 3208510000130	<b>2017</b> 7234 Dykes Rd	3208510000130	O Affordable Housing	0.7	50	-	01/29/2013; Use: 8000 - VACANT - GOVERNMENTAL; Zoned: R-1 Single Family Detached	
	Total Sub-category "Affordable Housing" as	of December 31, 2017		1	0.75	0 -	-		
	Sub-category "Developable" as of December	31. 2017							
1	Miccouskee & Balir Stone Rd	N BLAIR STONE RD STE	1128202990000	) Vacant Land	2.4	70	-	Vacant propertye Zoned C-2; Property is to be marketed to sell; Parcel is under contact, target sale date 10/2017: Use: 8600 - COUNTY; Zoned: C-2 General Commercial	
2	Lake Jackson Heights-D54	2001 Longview Dr	210365 D0540	Vacant Land	0.5	30	-	Declared Surplus at LCBoCC meeting on 01/29/2013; Use: 8000 - VACANT GOVERNMENTAL; Zoned: LP Lake Protection	
3	Saray Way, 5017 - 412680 I00	5017 SARAY WAY	412680 10050	Foreclosure for Code Enfordement Fees	0.5	00	-	Conveyed to County via foreclosure by Code Enforcement; 0000 - VACANT RESIDENTIAL; Zoned - RP - Residential Preservation	
4	Lake Jackson Heights-B26	2002 Longview Dr	210365 B0260	Vacant Land	0.2	30	-	Declared Surplus at LCBoCC meeting on 01/29/2013; Public Works has requested that this parcel not be marketed until a special tax isssue is resolved regarding sewers in the area; Use: 8000 - VACANT GOVERNMENTAL; Zoned: LP Lake Protection	
5	Lake Jackson Heights-B27	2004 Longview Dr	210365 B0270	Vacant Land	0.2	30	-	Declared Surplus at LCBoCC meeting on 01/29/2013; Public Works has requested that this parcel not be marketed until a special tax isssue is resolved regarding sewers in the area; Use: 8000 - VACANT GOVERNMENTAL; Zoned: LP Lake Protection	
6	Lake Jackson Heights-B28	2006 Longview Dr	210365 B0280	Vacant Land	0.2	30	-	Declared Surplus at LCBoCC meeting on 01/29/2013; Public Works has requested that this parcel not be marketed until a special tax isssue is resolved regarding sewers in the area; Use: 8000 - VACANT GOVERNMENTAL; Zoned: LP Lake Protection	

## [Appendix 4] "Surplus" as of December 31, 2017

	Surplus as of December 31, 2017										
							Building				
Parcel	Name	Location	Parcel ID	Function	Acres		Number	Square Footage	Notes		
7	Killearn Lakes3-BB17	1879 Log Ridge Trl	140350 BB0170	Vacant Land		0.240			Declared Surplus at LCBoCC meeting on 01/29/2013; Public Works has requested that this parcel not be marketed until a special tax isssue is resolved regarding sewers in the area; Use: 8000 - VACANT GOVERNMENTAL; Zoned: RP Residential Preservation		
	Total Sub-category "Developable" as of De-	cember 31, 2017			7	4.630	-				
	Sub-category "Undevelopable" with verified	conveyance as of Dece	mber 31, 2017						Declared Surplus at LCBoCC meeting on		
1	Elgin Rd - 3317910000010	9253 Elgin Rd	3317910000010	0 Vacant Land		0.160	-		- 01/29/2013; Parcel Configuration henders develop ability Declared Surplus at LCBoCC meeting on 01/29/2013; Contains 1 Mobile Home		
2	Southern St - 412680 F0020	1211 Southern St	412680 F0020	Vacant Land & MH		0.530	1	71.	ontaining 713 base SF; Use; 8600 - COUNTY Zoned; RP Residential Preservation; Maybe Occupied; Title issues remain blocking marketability No Ingress or egress to parcel; parcel purchased through Tax Deed by Koval Properties and then Quit Claim to county;		
3	Grady Rd -613	Grady Rd	2113206130000	) Undevelopable		0.340	-		Declared Surplus at LCBoCC meeting on 01/29/2013; Use: 8000 - VACANT GOVERNMENTAL; Zoned: RP-2 Residential Preservation-2		
	Total Sub-category "Undevelopable" with	verified conveyance as of	December 31, 201	17	3	1.030	1	713			
	Tatal "Cumbus" on of December 34, 2017	<u> </u>			11	6.410	1	713	<b>-</b>		
	Total "Surplus" as of December 31, 2017				11	0.410	1	/13			

## [Appendix 5]

"Tax Deeds" as of December 31, 2017

			142 2 6 6 6 6	us of December 31,		Buildin	gs	
Parcel	Name	Location	Parcel ID	Function	Acres		Square	Notes
						Number	Footage	
"Tax De	eds" as of December 31, 2017							
	"Tax Deeds" parcels deemed "Affordable Hou	ısing-Developable" as	of December 31,	2017				
1	1905 Rhodes Cemetery Road	1905 Rhodes Cemetery Road	3308200030000	Affordable Housing - Escheated TD for	4.340	-		Escheated to County due too delinquent taxes - Zoned: Rural
2	Springhawk Loop - 470214 A0020 - 6872 of 2008	SPRINGHAWK LOOP	470214 A0020	Affordable Housing - Escheated TD for unpaid Taxes	0.610	-		Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned MULTIP MULTIPLE ZONING DESIGNATIONS
3	Bishop Rd- 4037- 412305 A0110	4037 BISHOP RD	412305 A0110	Affordable Housing - Escheated TD for unpaid Taxes	0.290	-		Escheated to County due too delinquect Taxes - Zoned RP - Residential Preservation
4	Buster Rd - 4043 - 4123060000110	4043 BUSTER RD	4123060000110	Affordable Housing - Escheated TD for unpaid Taxes	0.280	-		Escheated to County due too delinquect - Taxes - Zoned RP - Residential Preservation
5	Bishop Rd - 4033 - 412305 A0120	4033 BISHOP RD	412305 A0120	Affordable Housing - Escheated TD for unpaid Taxes	0.280	-		Escheated to County due too delinquect Taxes - Zoned RP - Residential Preservation
6	Lilly Rd-2997 - 4123060000190	2997 LILLY RD	4123060000190	Affordable Housing - Escheated TD for unpaid Taxes	0.260	-		Escheated to County due to delinquent - taxes; unauthorized residential activity reported by Code Enforcement
7	MORGAN RD 4060-412406 A0240-6464 of 2008	4060 MORGAN RD	412406 A0240	Affordable Housing - Escheated TD for unpaid Taxes	0.250	-		Escheated to County due too delinquect Taxes - Zoned RP - Residential Preservation
8	Morgan Rd 4046-412406 A0710-4131 of 2007	4046 MORGAN RD	412406 A0270	Affordable Housing - Escheated TD for unpaid Taxes	0.170	-		Escheated to County due too delinquect Taxes - Zoned RP - Residential Preservation
9	SUNDOWN Rd 3548 - 411480 E0130-6312 of 2008	3548 SUNDOWN RD	411480 E0130	Affordable Housing - Escheated TD for	0.160	-		Escheated to County due too delinquect Taxes - Zoned MH - Mobile Home Park Escheated to County due too delinquect
10	Deer Tree Dr-1820 - 213107 B0070	1820 DEER TREE DR	213107 B0070	Affordable Housing - Escheated TD for unpaid Taxes	0.140	1	930	Taxes; 0200 - Mobile Homes; R-5 –  Manufactured Home and Single Family Residential; contain 1 mobile home, Base SF 480 plus Aux SF 450
11	Affordable Housing - Joe Louis St P0030	JOE LOUIS ST	212664 P0030	Affordable Housing - Escheated TD for unpaid Taxes	0.140	-		Affordable Housing parcel 7 - Purchased from LOLA; Designated AH by LCBoCC 07/2013; Use: 0000 - VACANT RESIDENTIAL; Zoned: RP-2 Residential Preservation-2

[Appendix 5]

"Tax Deeds" as of December 31, 2017

						Building	gs	
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
12	Hazelwood Rd Lot 168-4124550001680-6538 of 2008	HAZELWOOD RD	4124550001680	Affordable Housing - Escheated TD for unpaid Taxes	0.140	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential
13	AH - Volusia St - 212664 00030	VOLUSIA ST	212664 00030	Affordable Housing - Escheated TD for	0.130	-	-	Affordable Housing parcel 6 - Purchased from LOLA
14	SUNDOWN LN 823-411480 D0100-6310 of 2008	823 SUNDOWN LN	411480 D0100	Affordable Housing - Escheated TD for	0.130	-	-	Escheated to County due too delinquect Taxes - Zoned MH - Mobile Home Park
15	Red Arrow Rd- 3107203070000	Red Arrow Rd	3107203070000	Affordable Housing - Escheated TD for unpaid Taxes	0.114	-	-	Escheated to County due too delinquect Taxes - Zoned RP - Residential Preservation
16	Flipper & Palm Beach St-410127 00070-5495 of 2008	Flipper St & Palm Beach St	410127 00070	Affordable Housing - Escheated TD for unpaid Taxes	0.100	-	-	Escheated to County due too delinquect Taxes - Zoned RP-2 - Residential Preservation 2
17	MOSS COVE LN-4124550000200-6518 of 2008	MOSS COVE LN	4124550000200	Affordable Housing - Escheated TD for unpaid Taxes	0.100	-	-	Escheated to County due too delinquect Taxes - Zoned R-5 - Manufactured Home and Single Family Residential
18	Oak Crest Blvd Lot 54-41245500000540–6522 of 2008	OAK CREST BLVD	4124550000540	Affordable Housing - Escheated TD for unpaid Taxes	0.090	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential
19	Hazelwood Rd Lot 131-4124550001310-6536 of 2008	HAZELWOOD RD	4124550001310	Affordable Housing - Escheated TD for unpaid Taxes	0.090	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential
20	Caribou Ln-5667 - 213107 A0060	5667 CARIBOU LN	213107 A0060	Escheated TD for	0.080	-	-	November 2014 - Escheated to the County due too delinquent taxes
21	Oak Crest Blvd 209-4124550000640-6524 of 2008	209 OAK CREST BLVD	4124550000640	Affordable Housing - Escheated TD for unpaid Taxes	0.040	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential
	Total "Tax Deeds" parcels deemed "Afforda	ble Housing-Developable	" as of December	31, 2017 21	7.934	1	930	1

## [Appendix 5]

Tax Deeds"	as of	December	31,	2017	
					Ī

						Buildin	gs	
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
	"Tax Deeds" parcels deemed "Affordable Ho	using-Undevelopable"	as of Decembe	r 31, 2017				
1	Lester Hackley Rd	Lester Hackley Rd		Affordable Housing - 0 Escheated TD for unpaid Taxes	1.000	-		Affordable Housing parcel 2 - Purchased off of LOLA - Questionable Ingress & Egress from a public ROW; Designated AH - by LCBoCC 07/2013; Use: 0000 - VACANT RESIDENTIAL; Zoned: R-3 Single Detached, Attached and Two Family Residential
2	Sams Ln	6009 SAMS LN	142520045000	Affordable Housing - 00 Escheated TD for unpaid Taxes	0.570	-		Affordable Housing parcel 1 - Purchased off of LOLA - Questionable Ingress & Egress from a public ROW; Prop App; Contains 1 Mobile Home containing 1; Mobile home demolished and parcel cleared 08/2017
3	Oak Crest Sub Lot 75	OAK CREST BLVD	412455000075	Affordable Housing - 50 Escheated TD for unpaid Taxes	0.050	-		03/2013-Escheated due too delinquent taxes; Undevelopable due to size and being located in a subdiv w/o County or City - maintained rds; Designated AH by LCBoCC 07/2013; Use: 0000 - VACANT RESID; Zoned: R-5 Manufactured Home & Single Family Resid
	Total "Tax Deeds" parcels deemed "Afforda December 31, 2017	able Housing-Undevelopa	able" as of	3	1.620	-		1
		-hl- Ui	24 2047	24	0.554		02	
	Total "Tax Deeds" parcels deemed "Afforda	able Housing" of Decemb	er 31, 2017	24	9.554	1	93	<b>5</b>
	"Tax Deeds" parcels deemed "Developable" as of	December 31, 2017						
1	FOOTMAN LN, 851-1225204150000-628 of 2007	851 FOOTMAN LN	122520415000	DO Escheated for unpaid Property Taxes	3.010	1	85	Escheated to County due too delinquect Taxes; 0200 - MOBILE HOMES; Zoned R - Rural: contains 1 Mobile Home containing 854 base SF & 0 aux SF
2	TEBO TRL, 10715-3321206520000-6765 of 2010	10715 TEBO TRL	332120652000	O Escheated for unpaid Property Taxes	2.000	1	1,05	Escheated to County due too delinquect Taxes; 0100 - SINGLE FAMILY 66 RESIDENTIAL; Zoned RP - Residential Preservation: contains 1 residencial home, 960 base SF + 96 aux SF

[Appendix 5]
"Tax Deeds" as of December 31, 2017

			Tax Deeus	as of December 31, 2		Building	15	
Parcel	Name	Location	Parcel ID	Function	Acres	Dullullig	Square	Notes
. dicci		Location	· dicerio	T direction	Acres	Number	Footage	
3	Lakewood Business Center–216510000660–1933 of 2008	5135 WOODLANE CIR	2106510000660	Escheated for unpaid Property Taxes	1.580	-		Escheated to the County due too - delinquent taxes; 0000 - VACANT RESIDENTIAL; Zoned MULTIP
4	OLD SHELL POINT RD, 8760-4611206250000-7441 of 2009	8760 OLD SHELL POINT RD	4611206250000	Escheated for unpaid Property Taxes	1.350	-		Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2, Single Family Detached Residential
5	FOREST ACRES TRL, 12513-1307200430040-1404 of 2010	12513 FOREST ACRES TRL	1307200430040	Escheated for unpaid Property Taxes	1.145	-		Escheated to County due too delinquect - Taxes; 0000 - VACANT RESIDENTIAL; Zoned R - Rural:
6	Oleben Cir - 3316200230000	OLEBEN CIR	3316200230000	Escheated for unpaid Property Taxes	1.000	-		Escheated to County due too delinquent taxes
7	TINY LEAF RD, 2572-4609150000100-7318 of 2009	2572 TINY LEAF RD	4609150000100	Escheated for unpaid Property Taxes	0.628	-		Escheated to County due too delinquect - Taxes; 0000 - VACANT RESIDENTIAL; Zoned UF, Urban Fringe
8	POPLAR POINT DR, 7344-222515 A0160-2539 of 2003	7344 POPLAR POINT DR	222515 A0160	Escheated for unpaid Property Taxes	0.620	-		Escheated to County due too delinquect Taxes; 0700 - MISCELLANEOUS RESIDENTIAL; MULTIP â€" MULTIPLE ZONING DESIGNATIONS
9	Damon Cir-2236200260000-3988 of 2008	DAMON CIR	2236200260000	Escheated for unpaid Property Taxes	0.610	-		Vacant residential (R-5) escheated to County 12/2016 with questable ingress & egress
10	HERON ST, 9740-4615140000140-7472 of 2009	9740 HERON ST	4615140000140	Escheated for unpaid Property Taxes	0.580	1	78	Escheated to County due too delinquect 4 Taxes; 0200 - MOBILE HOMES; Zoned UF, Urban Fringe
11	NB - GOSHAWK WAY, 767-4124206050000-7071 of 2009	767 GOSHAWK WAY	4124206050000	Escheated for unpaid Property Taxes	0.550	1	83	Escheated to County due too delinquect  Taxes; 0200 - MOBILE HOMES; Zoned M-1 - Light Industria: contains 1 mobile home,  720 base SF + 116 aux SF
12	BLOUNTSTOWN HWY-4308206850000-6650 of 2008	BLOUNTSTOWN HWY	4308206850000	Escheated for unpaid Property Taxes	0.470	-		Escheated to County due too delinquect - Taxes - Zoned LT - Lake Talquin Recreational Urban Fringe Protection
13	T AND T RD, -331781 A0004-5760 of 2009	T AND T RD	331781 A0004	Escheated for unpaid Property Taxes	0.470	-		Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-1, Single Family Detached Residential
14	OLD WOODVILLE RD, -331781 A0003-5759 of 2009	OLD WOODVILLE RD	331781 A0003	Escheated for unpaid Property Taxes	0.350	-		Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-1, Single Family Detached Residential

[Appendix 5]
"Tax Deeds" as of December 31, 2017

						Buildings	gs
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Notes Footage
15	ORCHID DR, 4704-412330 F0110-6423 of 2008	4704 ORCHID DR	412330 F0110	Escheated for unpaid Property Taxes	0.330	1	Escheated to County due too delinquect Taxes;0100 - SINGLE FAMILY RESIDENTIAL; 1,069 Zoned RP - Residential Preservation; contains 1 SINGLE FAMILY RESIDENCE, 803 base SF plus 266 Aux SF
16	MORGAN RD, 4006 - 412406 A0370 - 8335 of 2010	4006 MORGAN RD	412406 A0370	Escheated for unpaid Property Taxes	0.280	1	Escheated to County due too delinquect  Taxes; 0200 - MOBILE HOMES; Zoned RP - Residential Preservation; contains 1 mobile home, 960 base SF
17	T AND T RD, 1836-3317200360000-5727 of 2009	1836 T AND T RD	3317200360000	Escheated for unpaid Property Taxes	0.270	-	Escheated to County due to del Taxes Use; 0000 - VACANT Residential Zoned; R- 1 – Residential Vacant Escheated to County due too delinguect
18	SHORELINE DR, 407-311880 H0120-5375 of 2009	407 SHORELINE DR	311880 H0120	Escheated for unpaid Property Taxes	0.270	-	Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2, Single Family Detached Residential
19	DUST BOWL LN, 5017-4123207000000-7004 of 2009	9 5017 DUST BOWL LN	4123207000000	Escheated for unpaid Property Taxes	0.267	1	Escheated to County due too delinquect Taxes; 0200 - MOBILE HOMES; Zoned R-5 960 – Manufactured Home and Single Family Residential: contains 1 MH - Mobile Home, 960 base SF + 0 aux SF
20	Lilly Rd 2993-4123060000180-4035 of 2007	2993 LILLY RD	4123060000180	Escheated for unpaid Property Taxes	0.260	1	Escheated to County due to del Taxes - Use; 0200 - MOBILE HOMES Zoned; RP Residential Preservation Contains a 732 Mobile Home containing 732 base SF & 0 aux SF - Drive-by indicates that it maybe occupied
21	Dover 1017 - 2122604960000 - 2994 of 2994 of 2009	1017 DOVER ST	2126204960000	Escheated for unpaid Property Taxes	0.240	-	Escheated to County due too delinquect - Taxes - Zoned RP2 - Residential Preservation
22	CROWN RIDGE RD, 1506-411404 A0080-3716 of 2006	1506 CROWN RIDGE RD	411404 A0080	Escheated for unpaid Property Taxes	0.230	1	Escheated to County due too delinquect  1,288 Taxes; 0200 - MOBILE HOMES; Zoned RP - Residential Preservation: contains 1 mobile home, 1,288 base SF

[Appendix 5]
"Tax Deeds" as of December 31, 2017

						Building	S	
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
23	HOLMES ST-410270 A0100-6256 of 2009	HOLMES ST	410270 A0100	Escheated for unpaid Property Taxes	0.190	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT Residential; Zoned RP-1 – Residential Preservation: Vacant
24	ABRAHAM ST, -212635 V0100-3049 of 2009	ABRAHAM ST	212635 V0100	Escheated for unpaid Property Taxes	0.180	-	_	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2, Single Family Detached Residential
25	CLAY ST, 1118-212635 T0100-3040 of 2009	1118 CLAY ST	212635 T0100	Escheated for unpaid Property Taxes	0.160	1	1,715	Escheated to County due too delinquect Taxes; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned RP-2 - Residential Preservation-2: contains 1 Single Family deweling containing 1,219 base SF & 419 aux SF
26	Connecticut St - 1340 - 212664 H0290	1340 CONNECTICUT ST	212664 H0290	Escheated for unpaid Property Taxes	0.150	-	_	September 2016 - Escheated to the County due to delinquent taxes
27	CLAY ST, -2126200570000-2914 of 2008	CLAY ST	2126200570000	Escheated for unpaid Property Taxes	0.150	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2:
28	NB - CALLOWAY ST, -212664 L0080-3112 of 2009	CALLOWAY ST	212664 L0080	Escheated for unpaid Property Taxes	0.150	-	-	Escheated to County due to delinquent Taxes - Use; 0000 - VACANT Residential Zoned; RP-2 – Residential Preservation-2
29	NB - CALLOWAY ST, -212664 L0090-3113 of 2009	CALLOWAY ST	212664 L0090	Escheated for unpaid Property Taxes	0.150	-	-	Escheated to County due to delinquent Taxes - Use; 0000 - VACANT Residential Zoned; RP-2 - Residential Preservation-2
30	IDAHO ST, - 2126202140000-2926 of 2008	IDAHO ST	2126202140000	Escheated for unpaid Property Taxes	0.140	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2:
31	NB - SUNDOWN RD, 3543-411480 C0190-6879 of 2009	3543 SUNDOWN RD	411480 C0190	Escheated for unpaid Property Taxes	0.130	1	1,110	Escheated to County due too delinquect Taxes; 0200 - MOBILE HOMES; Zoned MH - Mobile Home Park: contains 1 mobile home, 924 base SF + 186 aux SF
32	SAXON ST, 2277-411180 A0120-3604 of 2007	2277 SAXON ST	411180 A0120	Escheated for unpaid Property Taxes	0.120	-	-	Escheated to County due too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2:

[Appendix 5]
"Tax Deeds" as of December 31, 2017

arcel Name Escheated to County due too delinquect 4307030010010 Escheated for unpaid LUTHER HALL RD, - 4307030010010 - 4347 of 2004 LUTHER HALL RD 0.120 - Taxes; 0000 - VACANT RESIDENTIAL; Property Taxes Zoned LT Escheated to County due too delinquect Escheated for unpaid ORANGE AVE W, -411155 E0020-3771 of 2004 411155 E0020 Orange Ave W 0.110 - Taxes; 0000 - VACANT RESIDENTIAL; **Property Taxes** Zoned RP-2 - Residential Preservation-2: Escheated to County due too delinguect Escheated for unpaid OSCEOLA ST, 836-410127 J0071-3435 of 2004 836 OSCEOLA ST 410127 J0071 0.100 - Taxes; 0000 - VACANT RESIDENTIAL; **Property Taxes** Zoned RP-2 - Residential Preservation-2: Escheated to County due too delinquect Escheated for unpaid Taxes; 0000 - VACANT Residential; Zoned GREAT LAKES ST, 413-411316 F0060-6719 of 2009 413 GREAT LAKES ST 411316 F0060 0.100 **Property Taxes** MULTIP - MULTIPLE ZONING **DESIGNATIONS: Vacant** 4124550000030 Escheated for unpaid Rec NB at PS held 09/04/2013; escheated 37 BLACKTHORN TRL - 4124550000030-6517 of 2008 BLACKTHORN TRL 0.040 **Property Taxes** to County 09/2016 Total "Tax Deeds" parcels deemed "Developable" as of December 31, 2017 37 18.500 11 11,364 "Tax Deeds" parcels deemed "Undevelopable" as of December 31, 2017 Escheated to County due too delinquect Escheated for unpaid Taxes; 0000 - VACANT RESIDENTIAL; 1 SANDY CREEK CT, 7115-161817 E0010-1802 of 2009 7115 SANDY CREEK CT 161817 E0010 Property Taxes - Vac 2.017 Zoned R, Rural; 2/3 of Parcel within Patty Land Sink Basin Escheated to County due too delinquect Taxes; 0100 - SINGLE FAMILY Escheated for unpaid 1579 BALKIN RD-4123206320000â€"4091of 2007 1579 BALKIN RD 4123206320000 0.459 1,273 RESIDENTIAL; Zoned R-3 Residential: 1 **Property Taxes** contains 1 residential dwelling containing 950 base SF & 323 aux SF Escheated to County due to del Taxes -Use; 0200 - MOBILE HOMES Zoned; RP Escheated for unpaid Residential Preservation Contains a Ballard Rd- 3689- 411404 A0030 411404 A0030 3689 BALLARD RD 0.200 **Property Taxes** Mobile Home containing 1,620 base SF & 144 aux SF - Drive-by indicates that it maybe occupied

[Appendix 5]
"Tax Deeds" as of December 31, 2017

	Tax Decus as of December 31, 2017									
							Buildings			
Parcel	Name	Location	Parcel ID	Function	Acres	Nu	ımber	Square Footage	Notes	
4	Wade Rd	WADE RD	2234204080000	Escheated for unpaid Property Taxes	0.1	197	-		March 2013 - Escheated to the County due too delinquent taxes; Undevelopable due - too size & location. Small triangular parcel lying alongside Wade Road, appears to be in the ROW to Wade Rd.  March 2013 - Escheated to the County due	
5	Blountstown Hwy	BLOUNTSTOWN HWY	4308200700000	Escheated for unpaid Property Taxes	0.1	100	-		too delinquent taxes; Undevelopable due too size & location. Small triangular remnant, appears to have no ingress & egress w/o passing over adjoining parcels.	
6	Oak Crest Sub - 72	Oak Crest Blvd	4124550000720	Escheated for unpaid Property Taxes	0.0	040	-		Declared Surplus at LCBoCC meeting on 01/29/2013;	
7	Oak Crest Sub - 52	Oak Crest Blvd	4124550000520	Escheated for unpaid Property Taxes	0.0	040	-		Declared Surplus at LCBoCC meeting on 01/29/2013;	
8	Oak Crest Sub Lot 144	HAZELWOOD RD	4124550001440	Escheated for unpaid Property Taxes	0.0	040	-		03/2013-Escheated due too delinquent taxes; Undevelopable due to size and being located in a subdiv w/o County or City maintained rds; Designated AH by LCBoCC 07/2013; Use: 0000 - VACANT RESID; Zoned: R-5 Manufactured Home & Single Family Resid	
9	Oak Crest Sub Lot 76	OAK CREST BLVD	4124550000760	Escheated for unpaid Property Taxes	0.0	040	-		03/2013-Escheated due too delinquent taxes; Undevelopable due to size and being located in a subdiv w/o County or City maintained rds; Designated AH by LCBoCC 07/2013; Use: 0000 - VACANT RESID; Zoned: R-5 Manufactured Home & Single Family Resid	
10	Idalou & Idaho St	Idalou & Idaho St	212666 B0100	Escheated for unpaid Property Taxes	0.0	030	-		Escheated to County due too delinquect Taxes - Zoned RP - Residential - Preservation: Undevelopable due too size, maybe marketable to adjacent property owners	
	Total "Tax Deeds" parcels deemed "Undeve	lopable" as of December	31, 2017	10	3.1	63	2	3,037		
	Total "Tax Deeds" as of December 31, 2017			71	31.2	17	14	15 224	- -	
	Total Tax Deeds as of December 31, 2017			/1	31.2	17	14	15,331		

[Figure 6]
"Water Management" as of December 31, 2016

				ent" as of December		Buildings	
Parcel	Name	Location	Parcel ID	Function	Acres	# Squar Foota	
"Water	Management" as of December 31, 2016						
	"Water Management" Sub-category "Drainage"	with verified conveyand	ce as of Decembe	r 31, 2016			
1	Munson Slough -634	Lake Palm Dr	4111206340000	Lk Henrietta-Munson Slough Drainage	32.380	-	1 of 21 Parcels that make up Lake - Henrietta-Munson Slough Drainage Area
2	Munson Slough Ditch -853	Orange Ave W	4111208530000	Lk Henrietta-Munson Slough Drainage	9.880	-	1 of 21 Parcels that make up Lake - Henrietta-Munson Slough Drainage Area
3	Lk Henrietta-Munson Slough Drainage	Springhill Rd	4114208520000	Munson Slough Drainage Area	6.980	-	1 of 21 Parcels that make up Lake - Henrietta-Munson Slough Drainage Area
4	Indian Town Ln-1408210000002-Drainage	INDIAN TOWN LN	1408210000002	Donation from Sable Chase, Inc	1.480	-	Part of Sable Chase storm water drainage system.
5	Raymond Diehl Rd (2900 range)	Raymond Diehl Rd & Olsen Rd	1109208030000	Storm Water Drainage	1.400	-	No conveyance instrument located. PA - site indicates County owned by Order of Taking
6	Pine Lakes Unrec -A17	365 Slash Pine Ct	411315 A0170	Storm Water Drainage	1.250	-	-
7	Pine Lakes Unrec-A9	370 Bark Dr E	411315 A0090	Storm Water Drainage	0.810	-	Reported on PA site Order of taking 93- 3183
8	Omaha Trl 6500-142560 X0040	6500 OMAHA TRL	142560 X0040	Storm Water Drainage	0.780	1 2	Purchased to enhance Storm Water drainage at intersection of Omaha & 2,215 Whirlaway Trl - As of 03/2016 has 2,215 SF residential Structure, to be demo'd in next 6-months
9	Pine Lakes Unrec / COT Electirc Easement - A031	Big Limb Ct	411315 A0310	Storm Water Drainage	0.750	-	-
10	Centerville Trace-A43	Craigs House Ct	111004 A0430	Storm Water Drainage	0.750	-	-
11	Centerville Trace-C13	Harpers Ferry Dr	111004 C0130	Storm Water Drainage	0.740	-	-
12	Ben Boulevard Drainage Improvements	4049 Mcleod Dr	210430 B0050	Storm Water Drainage	0.660	-	-
13	Ben Boulevard Drainage Improvements	4053 Mcleod Dr	210430 B0040	Storm Water Drainage	0.560	-	-

[Figure 6]
"Water Management" as of December 31, 2016

	"Water Management" as of December 31, 2016									
						Buildings				
Parcel	Name	Location	Parcel ID	Function	Acres		Square Notes Footage			
14	Bright Dr - Parcel 2	Bright Dr	2106204050002	Pright Dr Drainage	0.541	-	1 of 4 parcels making up Bright Dr storm water drainage			
15	Pine Lakes Unrec -A10	Bark Dr E	411315 A0100	Storm Water Drainage	0.460	-	-			
16	Killearn Lakes - Southbrook Ln - BI0240	1616 Southbrook Ln	140350 BI0240	Storm Water Drainage	0.460	-	-			
17	Killearn Lakes - Southbrook Ln - BI0230	1613 Southbrook Ln	140350 BI0230	Storm Water Drainage	0.450	-	-			
18	Shadywood Unrec - Lot 12 - Bright Dr Parcel 4	4400 Bright Dr	2106130000120	) Bright Dr Drainage	0.360	-	1 of 4 Parcels makeing up Bright Dr storm water drainage			
19	Pineridge Estates - B0100	Westview Ln	410660 B0100	Storm Water Drainage	0.340	-	Excludes Talquin well site; 71.9 FT by 52.2 FT			
20	Bright Dr-2106130000230-2157 of 2012	BRIGHT DR	2106130000230	Storm Water drainage along Bright	0.339	-	- Storm water drainage along Bruight Dr			
21	Shadywood Unrec - Lot 22 - Bright Dr Parcel 3	Bright Dr	2106130000220	) Bright Dr Drainage	0.280	-	1 of 4 parcels making up Bright Dr storm water drainage			
22	2891 Hawkbill Ct-211250 N05608	289 HAWKBILL CT	211250 N0560	Storm Water Drainage	0.280	1	Purchased for a Drainage projecty; 0100- SINGLE FAMILY RESIDENTIAL; Zoned LP 1,780 Lake Protection; Currently has a resudential dwelling containing 1,780 base SF & 461 aux SF will be demo'd;			
23	Bright Dr Parcel 1	Bright Dr	2106204050001	Bright Dr Drainage	0.224	-	Conveyed under threat of condemnation			
24	Capital Cir SE - 311980 0001	Capital Cir Se	311980 0001	Storm Water Drainage	0.190	-	8000 - VACANT GOVERNMENTAL; - Drainage; Zoned RP Residential Preservation			
25	Blairstone Forest Unit 3 Sub -002	Orange Ave E	310832 0002	Storm Water Drainage	0.100	-	- 1 Of 5 Parcels			
26	Lake Jackson Heights-A531	Longview Dr	210365 A0531	Storm Water Drainage	0.090	-	<ul><li>8000 - VACANT GOVERNMENTAL;</li><li>Drainage; Zoned LP Lake Prtection</li></ul>			
27	Woodside Heights-F6-1	Greenleaf Dr	311980 F0061	Storm Water Drainage	0.030	-	Reversion clausel if not used as ROW Road Park or drainage			
28	Durward Sub / Thomasville at North Ride - 151	Thomasville Rd	1119500000151	Storm Water	0.030	-	- Reversion clause in deed that will			
	Total "Water Management" Sub-category December 31, 2016	"Drainage" with verifie	ed conveyance as	of 28	62.594	2	3,995			

-

[Figure 6]

"Water Management" Sub-category "Drainage" without verified conveyance as of December 31, 2016  Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Storm Water Drainage 0.790 - No conveyance instrument located No conveyance instrument located No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located PG4 Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located	"Water Management" Sub-category "Drainage" without verified conveyance as of December 31, 2016  Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Storm Water Drainage O.790 - No conveyance instrument located PG4  Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City O.080 - No conveyance instrument located Drainage R/W - City No conveyance	"Water Management" Sub-category "Drainage" without verified conveyance as of December 31, 2016  Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Storm Water Drainage 0.790 - No conveyance instrument locate No conveyance Instrument No conveyance Instrument No conveyance No conveyance Instrument No conveyance Instrument No conveyance Instrument No conveyance							Buildir	igs	
Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Storm Water Drainage 0.790 - No conveyance instrument located No conveyance instrument locat	Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Storm Water Drainage 0.790 - No conveyance instrument located PG4  Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located No conveyance Instrument N	Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Storm Water Drainage 0.790 - No conveyance instrument locate No conveyance instrument locate No conveyance Easement Dorset Way 2109516531050 Drainage 0.470 - except for dedication per Plat Bo PG4  Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument locate Drainage R/W - City Drainage R/W - City 0.080 - No conveyance instrument locate Drainage R/W - City Drainage R/W - C	el I	Name	Location	Parcel ID	Function	Acres	Ħ		Notes
Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Drainage 0.790 - No conveyance instrument located PG4  Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located December 31, 2016 3 1.340 Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995	Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Drainage	Pine Lakes Unrec / COT Electirc Easement - A026 368 Cone Dr 411315 A0260 Drainage 0.790 - No conveyance instrument locate No conveyance Instrument No	ľ	Water Management" Sub-category "Drainage"	without verified conv	eyance as of Decei	mber 31, 2016				
Huntington Estates-Drainage Easement Dorset Way 2109516531050 Drainage 0.470 - except for dedication per Plat Bool PG4  Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located December 31, 2016 3 1.340  Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995	Huntington Estates-Drainage Easement Dorset Way 2109516531050 Drainage 0.470 - except for dedication per Plat Book PG4  Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument located December 31, 2016 3 1.340  Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995	Huntington Estates-Drainage Easement Dorset Way 2109516531050 Drainage 0.470 - except for dedication per Plat Bo PG4  Indian Head Acres-B012 Apakin Nene 310550 B0120 Storm Water Drainage R/W - City 0.080 - No conveyance instrument locate Drainage R/W - City Drainage R/W - City 0.080 - No conveyance instrument locate Drainage R/W - City 0.080 - Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995  "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016	F	Pine Lakes Unrec / COT Electirc Easement - A026	368 Cone Dr	411315 A0260		0.790	-		•
December 31, 2016  Total "Water Management" Sub-category "Drainage" as of December 31, 2016  Apakin Nene 310550 B0120 Drainage R/W - City  0.080 No conveyance instrument located at the conveya	December 31, 2016  Total "Water Management" Sub-category Drainage" as of December 31, 2016  Apakin Nene 310550 B0120 Drainage R/W - City  0.080 - No conveyance instrument located on the conveyance	December 31, 2016  December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016	ŀ	Huntington Estates-Drainage Easement	Dorset Way	2109516531050	) Drainage	0.470	-		- except for dedication per Plat Book
Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995	Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995	Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016	I	ndian Head Acres-B012	Apakin Nene	310550 B0120		0.080	-		- No conveyance instrument located
Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995	Total "Water Management" Sub-category "Drainage" as of December 31, 2016 31 63.934 2 3,995	Total "Water Management" Sub-Category "Drainage" as of December 31, 2016  "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016									_
		"Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016		December 31, 2016			3	1.340	-	-	
		"Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016  Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016									
	"Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016	Total "Water Management" Sub-Category "Drainage - Federal" with verified conveyance as of December 31, 2016		Total "Water Management" Sub-category	"Drainage" as of Dece	mber 31, 2016	31	63.934	2	3,995	
		of December 31, 2016	E					63.934	2	3,995	
		of December 31, 2016	E					63.934	2	3,995	
		of December 31, 2016	E					63.934	2	3,995	
			Ē	Water Management" Sub-Category "Drainage -	Federal" with verifie	d conveyance as of	f December 31, 2016	63.934	2	3,995	
		"Water Management" Sub-Category "Drainage - Federal" without verified conveyance as of December 31, 2016	E	Water Management" Sub-Category "Drainage - Total "Water Management" Sub-Category	Federal" with verifie	d conveyance as of	f December 31, 2016	63.934	2	3,995	]
			Ē	Water Management" Sub-Category "Drainage - Total "Water Management" Sub-Category	Federal" with verifie	d conveyance as of	f December 31, 2016	63.934	2	3,995	
of December 31, 2016	of December 31, 2016		_	Water Management" Sub-Category "Drainage - Total "Water Management" Sub-Category of December 31, 2016	Federal" with verifie	d conveyance as of	f December 31, 2016  Peyance as	-	-	3,995	

Total "Water Management" Sub-Category "Drainage - Federal" without verified

Total "Water Management" Sub-category Drainage - Federal as of December 31, 2016

conveyance as of December 31, 2016

[Figure 6]

Water	Management"	as of	December	31.	2016
vvacci	ivianagement	u3 01	December	J±,	2010

						Building	5	
Parcel	Name	Location	Parcel ID	Function	Acres		Square Footage	Notes
	"Water Management" Sub-Category "Flood" wi	ith verified conveyance a	s of December 3	31, 2016				
1	Liberty Ridge Unrec - 09	880 Jessica St	461210000009	0 Flood Property	6.890	-		
2	Liberty Ridge Phase II Unrec -76	Flicker Rd	461110000076	60 Flood Property	3.240	-		
3	Avalon Dr -09	8350 Avalon Dr	461103000009	0 Flood Property	2.990	-		
4	Avalon Dr -11	8342 Avalon Dr	461103000011	.0 Flood Property	2.980	-		
5	Liberty Ridge Unrec- 131	Freedom Rd	461210000013	1 Flood Property	2.870	-		
6	Liberty Ridge Phase II Unrec -47	9121 Warbler St	461110000047	70 Flood Property	2.510	-		
7	Liberty Ridge Phase II Unrec -46	9133 Warbler St	461110000046	60 Flood Property	2.500	-		
8	Flicker Rd - 8782	8782 FLICKER RD	461110000086	60 Flood Property	2.470	-		Parcel Donated to County
9	Liberty Ridge Phase II Unrec -48	9113 Warbler St	461110000048	30 Flood Property	2.460	-		
10	Wakulla Springs Rd -030	9550 Wakulla Springs Rd	461520003000	00 Flood Property	2.280	-		
11	Chevy Way Parcel -092	6702 Chevy Way	122920092000	00 Flood Property	2.000	-		
12	Ranchero Rd & Wild Berry Ln	8363 Wild Berry Ln	461117000014	0 Flood Property	1.340	-		
13	Liberty Ridge Phase II Unrec -381	922 Jessica St	461110000038	1 Flood Property	1.020	-		
14	3491 Lakeshore Dr - 2112206150000	3491 LAKESHORE DR	211220615000	00 Flood Property	1.000	1	2,818	Purchased as a flooded Property; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned LP 8 Lake Protection; Currently has a resudential dwelling containing 2,818 base SF & 956 aux SF will be demo'd;
15	Stallion Ave at Wakulla Springs Rd	8012 Wakulla Springs Rd	461020045000	00 Flood Property	0.660	-		

[Figure 6] "Water Management" as of December 31, 2016

				icite as of Decem		Building	S	
Parcel	Năme	Location	Parcel ID	Function	Acres	u	Square Footage	Notes
16	Idlewild- G06	1313 Munson Blvd	412650 G0060	Flood Property	0.540	-	-	1 of 7 Parcels that makeup the Lake Munson area
17	Longwood Estates-10	Poplar Dr	222550 E0100	Flood Property	0.500	-	-	
18	Lake Jackson Heights-D074	1913 Longview Dr	210365 D0740	Flood Property	0.430	-	-	
19	Lake Jackson Heights-D073	1917 Longview Dr	210365 D0730	Flood Property	0.430	-	-	
20	Mission Manor-D14	Greenon Ln	212865 D0140	Flood Property	0.100	-	-	1 of 8 parcels
21	Mission Manor-D16	Greenon Ln	212865 D0160	Flood Property	0.100	-	-	1 of 8 parcels
22	Mission Manor-D15	Greenon Ln	212865 D0150	Flood Property	0.100	-	-	1 of 8 parcels
23	Mission Manor-D13	Greenon Ln	212865 D0130	Flood Property	0.090	-	-	1 of 8 parcels
24	Mission Manor-D17	Greenon Ln	212865 D0170	Flood Property	0.090	-	-	1 of 8 parcels
25	Mission Manor-D11	Greenon Ln	212865 D0110	Flood Property	0.090	-	-	1 of 8 parcels
26	Mission Manor-D12	Greenon Ln	212865 D0120	Flood Property	0.090	-	-	1 of 8 parcels
27	Mission Manor-D18	Greenon Ln	212865 D0180	Flood Property	0.090	-	-	1 of 8 parcels
	Total "Water Management" Sub-Categor December 31, 2016	y "Flood" with verified o	conveyance as of		27 39.860	1	2,818	

Total "Water Management" Sub-Category "Flood" with verified conveyance as of	27	39.860	1	2,818
December 31, 2016				•

"Water Management" Sub-Category "Flood" without verified conveyance as of December 31, 2016

December 31, 2016		-	-	-
Total "Water Management" Sub-Category "Flood" as of December 31, 2016	27	39.860	1	2,818

[Appendix 6]
"Water Management" as of December 31, 2017

			vvater ivlanagem	ient as of December	31, 201/			
						Building		
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
"Water	Management" as of December 31, 2017						Tootage	
******	"Water Management" Sub-category "Drainage" as	of December 31, 2017						
1	Lk Henrietta-Munson Slough Drainage	Springhill Rd	4114208520000	Munson Slough Drainage Area	6.980	-		1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
2	Indian Town Ln-1408210000002-Drainage	INDIAN TOWN LN	1408210000002	Drainage - Donation from Sable Chase, Inc	1.480	-		Part of Sable Chase storm water drainage system.
3	Raymond Diehl Rd (2900 range)	Raymond Diehl Rd & Olsen Rd	1109208030000	Storm Water Drainage	1.410	-		No conveyance instrument located. PA site indicates County owned by Order of Taking
4	Pine Lakes Unrec -A17	365 Slash Pine Ct	411315 A0170	Storm Water Drainage	1.250	-		-
5	EUREKA CT, -1219140000350-814 of 2008	EUREKA CT	1219140000350	) Storm Water Drainage	1.020	-		Storm Water Drainage from Pasenda Dr; Escheated to County due too delinquect Taxes; RP â€" Residential Preservation; Zoned R - Rural:
6	Pine Lakes Unrec -A9	370 Bark Dr E	411315 A0090	Storm Water Drainage	0.810	-		Reported on PA site Order of taking 93- 3183
7	Pine Lakes Unrec / COT Electirc Easement - A026	368 Cone Dr	411315 A0260	Storm Water Drainage	0.790	-		- No conveyance instrument located
8	Omaha Trl 6500-142560 X0040	6500 OMAHA TRL	142560 X0040	Storm Water Drainage	0.780	-		Purchased to enhance Storm Water drainage at intersection of Omaha & - Whirlaway Trl - As of 03/2016 has 2,215 SF residential Structure, to be demo'd in next 6-months
9	Pine Lakes Unrec / COT Electirc Easement - A031	Big Limb Ct	411315 A0310	Storm Water Drainage	0.750	-		-
10	Centerville Trace-A43	Craigs House Ct	111004 A0430	Storm Water Drainage	0.750	-		-
11	Centerville Trace-C13	Harpers Ferry Dr	111004 C0130	Storm Water Drainage	0.740	-		-
12	Ben Boulevard Drainage Improvements	4049 Mcleod Dr	210430 B0050	Storm Water Drainage	0.660	-		-
13	Ben Boulevard Drainage Improvements	4053 Mcleod Dr	210430 B0040	Storm Water Drainage	0.560	-		-
14	Bright Dr - Parcel 2	Bright Dr	2106204050002	Prainage - Bright Dr	0.541	-		1 of 4 parcels making up Bright Dr storm water drainage
15	Huntington Estates-Drainage Easement	Dorset Way	2109516531050	) Drainage	0.470	-		No conveyance instrument located except for dedication per Plat Book 1 PG4
11	Centerville Trace-C13	Harpers Ferry Dr	111004 C0130	Storm Water Drainage	0.740	-		-
16	Pine Lakes Unrec -A10	Bark Dr E	411315 A0100	Storm Water Drainage	0.460	-		-

[Appendix 6]
"Water Management" as of December 31, 2017

				ent as of December		Building	s
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Notes Footage
17	Killearn Lakes - Southbrook Ln - BI0240	1616 Southbrook Ln	140350 BI0240	Storm Water Drainage	0.460	-	-
18	Killearn Lakes - Southbrook Ln - BI0230	1613 Southbrook Ln	140350 BI0230	Storm Water Drainage	0.450	-	-
19	Shadywood Unrec - Lot 12 - Bright Dr Parcel 4	4400 Bright Dr	2106130000120	Drainage - Bright Dr	0.370	1	1,176 1 of 4 Parcels makeing up Bright Dr storm water drainage
20	Pineridge Estates - B0100	Westview Ln	410660 B0100	Storm Water Drainage	0.340	-	Excludes Talquin well site; 71.9 FT by 52.2 FT
21	Bright Dr-2106130000230-2157 of 2012	BRIGHT DR	2106130000230	Storm Water drainage along Bright Dr	0.339	-	- Storm water drainage along Bruight Dr
22	Shadywood Unrec - Lot 22 - Bright Dr Parcel 3	Bright Dr	2106130000220	Drainage - Bright Dr	0.280	-	1 of 4 parcels making up Bright Dr storm water drainage
23	2891 Hawkbill Ct-211250 N05608	289 HAWKBILL CT	211250 N0560	Storm Water Drainage	0.280	-	Purchased for a Drainage projecty; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned LP - Lake Protection; Currently has a resudential dwelling containing 1,780 base SF & 461 aux SF will be demo'd;
24	Bright Dr Parcel 1	Bright Dr	2106204050001	Drainage - Bright Dr	0.224	-	- Conveyed under threat of condemnation
25	Capital Cir SE - 311980 0001	Capital Cir Se	311980 0001	Storm Water Drainage	0.190	-	8000 - VACANT GOVERNMENTAL; - Drainage; Zoned RP Residential Preservation
26	Blairstone Forest Unit 3 Sub -002	Orange Ave E	310832 0002	Storm Water Drainage	0.097	-	- 1 Of 5 Parcels
27	Lake Jackson Heights-A531	Longview Dr	210365 A0531	Storm Water Drainage	0.090	-	8000 - VACANT GOVERNMENTAL; Drainage; Zoned LP Lake Prtection
28	Indian Head Acres-B012	Apakin Nene	310550 B0120	Storm Water Drainage R/W - City	0.080	-	- No conveyance instrument located
29	Woodside Heights-F6-1	Greenleaf Dr	311980 F0061	Storm Water Drainage	0.030	-	Reversion clausel if not used as ROW Road - Park or drainage
30	Durward Sub / Thomasville at North Ride - 151	Thomasville Rd	1119500000151	Storm Water Drainage	0.030	-	Reversion clause in deed that will revert - ownership to Grantors if not used for a ditch or drainage
	Total "Water Management" Sub-category "	Drainage" as of Decembe	r 31, 2017	31	23.451	1	1,176
	"Water Management" Sub-Category "Drainage - F	ederal" as of December 3	1, 2017				

Total "Water Management" Sub-Category "Drainage - Federal" as of December 31, 2017		-	-	-
Total "Water Management" Sub-category "Drainage - Federal" as of December 31, 2017	31	23.451	1	1,176

[Appendix 6]
"Water Management" as of December 31, 2017

		<u>_</u>	ater managem	ent as of December	J1, 201,	Puildings	
Parcel	Namo	Location	Parcel ID	Function	Acres	Buildings Square	Notes
Parter	Name	Location	Parterib	runction	Acres	Number Footage	Notes
	"Water Management" Sub-Category "Flood" as of	December 31, 2017				roomse	
1	Liberty Ridge Unrec - 09	880 Jessica St	4612100000090	Flood Property - Liberty Ridge	7.000	-	<del>-</del>
2	Liberty Ridge Phase II Unrec -76	Flicker Rd	4611100000760	Flood Property - Liberty Ridge	3.340	-	-
3	Avalon Dr -11	8342 Avalon Dr	4611030000110	Flood Property	3.000	-	-
4	Avalon Dr -09	8350 Avalon Dr	4611030000090	Flood Property	3.000	-	-
5	Liberty Ridge Phase II Unrec -47	9121 Warbler St	4611100000470	Liberty Ridge	2.500	-	-
6	Liberty Ridge Phase II Unrec -46	9133 Warbler St	4611100000460	Liberty Ridge	2.500	-	-
7	Liberty Ridge Phase II Unrec -48	9113 Warbler St	4611100000480	Flood Property - Liberty Ridge	2.500	-	-
8	Flicker Rd - 8782	8782 FLICKER RD	4611100000860		2.470	-	- Parcel Donated to County
9	Liberty Ridge Unrec- 131	Freedom Rd	4612100000131	Flood Property - Liberty Ridge	2.400	-	-
10	Wakulla Springs Rd -030	9550 Wakulla Springs Rd	4615200030000	Flood Property - Wakulla Springs Rd	2.380	-	-
11	Chevy Way Parcel -092	6702 Chevy Way	1229200920000	Flood Property	2.000	-	-
12	Ranchero Rd, 8481 - 4611170000140	8481 RANCHERO RD	4611170000140	Flood Property	1.380	-	-
13	KENNEDY DR, - 4110204120000-6380 of 2009	2712 KENNEDY DR	4110204120000	Escheated for unpaid Property Taxes	1.140	-	Escheated to County due too delinquect Taxes; 0000 - VACANT Residential; Zoned R- 5 â€" Manufactured Home and Single Family Residential: Vacant
14	Liberty Ridge Phase II Unrec -381	922 Jessica St	4611100000381	Flood Property - Liberty Ridge	1.000	-	-
15	3491 Lakeshore Dr - 2112206150000	3491 LAKESHORE DR	2112206150000	Flood Property	1.000		Purchased as a flooded Property; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned LP - Lake Protection; Currently has a resudential dwelling containing 2,818 base SF & 956 aux SF will be demo'd;
16	Longwood Estates-10	Poplar Dr	222550 E0100	Flood Property	0.838	-	-
17	Stallion Ave at Wakulla Springs Rd	8012 Wakulla Springs Rd	4610200450000	• •	0.680	-	-
18	Idlewild- G06	1313 Munson Blvd	412650 G0060	Flood Property - Lake Munson	0.540	-	1 of 7 Parcels that makeup the Lake Munson area

[Appendix 6]
"Water Management" as of December 31, 2017

		<u> </u>	vater ivianagem	ent" as of December	51, 2017	Building	75	
Parcel	Name	Location	Parcel ID	Function	Acres		Square	Notes
						Number	Footage	
19	Lake Jackson Heights-D074	1913 Longview Dr	210365 D0740	Flood Property - Lake Jackson Heights	0.430	-		-
20	Lake Jackson Heights-D073	1917 Longview Dr	210365 D0730	Flood Property - Lake Jackson Heights	0.430	-		-
21	KENNEDY DR, - 4110204120020-6381 of 2009	KENNEDY DR	4110204120020	Escheated for unpaid Property Taxes	0.240	-		Escheated to County due too delinquect Taxes; 0000 - VACANT Residential; Zoned R- 5 â€" Manufactured Home and Single Family Residential: Vacant
22	THOMPSON CIR, -2424050000190-4054 of 2008	THOMPSON CIR	2424050000190	Flood Property - Escheated for unpaid Prop Taxes Flood Property -	0.230	-		Flood Property Escheated to County due - too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned R, Rueal Flood Property Escheated to County due
23	THOMPSON CIR, -2424050000200-4055 of 2008	THOMPSON CIR	2424050000200	Escheated for unpaid Prop Taxes	0.230	-		- too delinquect Taxes; 0000 - VACANT RESIDENTIAL; Zoned R, Rueal
24	Mission Manor-D14	Greenon Ln	212865 D0140	Flood Property - Mission Manor	0.100	-		- 1 of 8 parcels
25	Mission Manor-D15	Greenon Ln	212865 D0150	Flood Property - Mission Manor	0.100	-		- 1 of 8 parcels
26	Mission Manor-D16	Greenon Ln	212865 D0160	Flood Property - Mission Manor	0.100	-		- 1 of 8 parcels
27	Mission Manor-D11	Greenon Ln	212865 D0110	Flood Property - Mission Manor	0.090	-		- 1 of 8 parcels
28	Mission Manor-D12	Greenon Ln	212865 D0120	Flood Property - Mission Manor	0.090	-		- 1 of 8 parcels
29	Mission Manor-D13	Greenon Ln	212865 D0130	Flood Property - Mission Manor	0.090	-		- 1 of 8 parcels
30	Mission Manor-D17	Greenon Ln	212865 D0170	Flood Property - Mission Manor	0.090	-		- 1 of 8 parcels
31	Mission Manor-D18	Greenon Ln	212865 D0180	Flood Property - Mission Manor	0.090	-		- 1 of 8 parcels
	Total "Water Management" Sub-Category "	Flood" as of December 31	, 2017	31	41.978		-	]
	"Water Management" Sub-Category "Flood - Coun	ity" as of December 31, 2	017					1
1	Lake Lafayette & Flood Plain -202	Road To The Lake	3204202020000	Flood Property - Lake Lafayette	6.060	-		<del>-</del> -
2	MALLARD HILL LN - 151615 A0070	MALLARD HILL LN	151615 A0070	Wetlands preservation	4.665	-		- Acquired by development wxchange on - another Parcel
3	Dresonia Dr Parcel - 217	Tower Rd	2431202170000	Flood Property	3.950	-		-
4	Lainey Ln -M06	9044 Celia Ct	331845 M0060	Flood Property	2.450	-		-

[Appendix 6]
"Water Management" as of December 31, 2017

		•	- a.c. managem	ent as of December	,	Buildings		
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
5	Lake Iamonia Flood Plain / Buck Point Rd	10095 Buck Point Rd	1733110000070	Flood Property	1.370	-		-
6	Lafayette Oaks-02	2203 Monaco Dr	111360 H0020	Flood Property - Lafayette Oaks	0.960	-		-
7	Macau Manor Unrec -B1	Wakulla Springs Rd	461115 B0010	Flood Property - Macau Manor	0.820	-		-
8	Macau Manor Unre -B10	1901 Tomberlin Rd	461115 B0100	Flood Property - Macau Manor	0.820	-		
9	Woodville Hwy at Robinson Rd - 065	1819 ROBINSON RD	3317200650000	Flood Property - Robinson Rd	0.480	-		Assemblage of several parcels on Robinson  Robetween Woodville Hwy and Old  Woodville Rd for flood mediation
10	Killearn Lakes3-AW11	1625 Norwood Ln	140350 AW0110	Flood Property - Killearn Lakes	0.470	-		-
11	Plantation Estates-E012	2114 Foshalee Dr	121750 E0120	Flood Property	0.450	-		-
12	Killearn Lakes3-BM1	1580 Chadwick Way	140350 BM0010	Flood Property - Killearn Lakes	0.440	-		-
13	Killearn Lakes1-R7	8061 Briarcreek Rd E	140350 R0070	Flood Property - Killearn Lakes	0.420	-		Deeded to County by Killearn Properties as  - Lying within 100-Yr flood plain with no residential construction
14	Killearn Lakes1-X85	8068 Briarcreek Rd E	140350 X0850	Flood Property - Killearn Lakes	0.420	-		Deeded to County by Killearn Properties as  - Lying within 100-Yr flood plain with no residential construction
15	Killearn Lakes3-AW14	1616 Norwood Ln	140350 AW0140	Flood Property - Killearn Lakes	0.420	-		-
16	Macau Manor Unrec -B90	Tomberlin Rd	461115 B0090	Flood Property - Tomberllin Rd	0.410	1	1,274	1
17	Macau Manor Unrec -A6	1940 Tomberlin Rd	461115 A0060	Flood Property - Tomberllin Rd	0.410	-		-
18	Macau Manor Unrec -B6	Tomberlin Rd	461115 B0060	Flood Property - Tomberllin Rd	0.410	-		-
19	Macau Manor Unrec -B2	Tomberlin Rd	461115 B0030	Flood Property - Tomberllin Rd Flood Property -	0.410	-		-
20	Macau Manor Unrec -B5	Tomberlin Rd	461115 B0050	Tomberllin Rd	0.410	-		-
21	Macau Manor Unrec -B8	Tomberlin Rd	461115 B0080	Flood Property - Tomberllin Rd Flood Property -	0.410	-		-
22	Macau Manor Unrec -A8	1920 Tomberlin Rd	461115 A0080	Macau Manor	0.410	-		-
23	Macau Manor Unrec -A9	1910 Tomberlin Rd	461115 A0090	Flood Property - Tomberllin Rd	0.410	-		-
24	Macau Manor Unrec -B7	Tomberlin Rd	461115 B0070	Flood Property - Tomberllin Rd	0.409	-		-

[Appendix 6]
"Water Management" as of December 31, 2017

			water wiandgen	nent as of December	31, 2017	Building	**	
Parcel	Name	Location	Parcel ID	Function	Acres		gs Square	Notes
, area,		Location	T direction	runcuon	reies	Number	Footage	
25	Killearn Lakes1-AA17	7755 Briarcreek Rd N	140350 AA0170	Flood Property - Killearn Lakes	0.400	-	Ĭ	Deeded to County by Killearn Properties as - Lying within 100-Yr flood plain with no residential construction
26	Killearn Lakes3-AW10	1621 Norwood Ln	140350 AW0100	Flood Property - Killearn Lakes	0.400	-		-
27	Killearn Lakes1-AA18	7751 Briarcreek Rd N	140350 AA0180	Flood Property - Killearn Lakes	0.380	-		-
28	Killearn Lakes3-AW9	1617 Norwood Ln	140350 AW0090	Flood Property - Killearn Lakes	0.380	-		-
29	Coffee Ln Parcel-1290	2009 Coffee Ln	2109517241290	) Flood Property	0.350	-		-
30	Coffee Ln Parcel-1300	2007 Coffee Ln	2109517241300	) Flood Property	0.350	-		-
31	Killearn Lakes1-R5	8069 Briarcreek Rd E	140350 R0050	Flood Property - Killearn Lakes	0.320	-		Deeded to County by Killearn Properties as  - Lying within 100-Yr flood plain with no residential construction
32	Killearn Lakes1-R6	8065 Briarcreek Rd E	140350 R0060	Flood Property - Killearn Lakes	0.320	-		Deeded to County by Killearn Properties as  - Lying within 100-Yr flood plain with no residential construction
33	Killearn Lakes3-AW16	1608 Norwood Ln	140350 AW0160	Flood Property - Killearn Lakes	0.320	-		-
34	Village West-14	Burgess Dr	2129180000140	) Flood Property - Village West	0.300	-		1 of 11 parcels that make up the Gum Swamp Area
35	Orange Ave at Dozier Dr	Dozier Dr	310786 B0150	Flood Property	0.300	-		-
36	Orange Ave at Pontiac Dr	2424 Pontiac Dr	310786 E0150	Flood Property	0.290	-		-
37	Swatts Rd at Casa Linda Ct	2014 Casa Linda Ct	2109400000010	) Flood Property	0.290	-		-
38	Killearn Lakes3-BD36	9917 Turtle Dove Way	140350 BD0360	Flood Property - Killearn Lakes	0.280	-		-
39	Lake Jackson Heights-B32	2014 Longview Dr	210365 B0320	Flood Property - Lake Jackson Heights	0.280	-		-
40	Hopkins Unrec- CO2	1867 Hopkins Dr	211015 C0020	Flood Property - Hopkins	0.280	-		-
41	Village West-13	Burgess Dr	2129180000130	Flood Property - Village West	0.270	-		1 of 11 parcels that make up the Gum Swamp Area Assemblage of 5 parcels on Robinson Rd
42	Old Woodville Rd 9539-3317200660000-Flood	9539 OLD WOODVILLE RD	3317200660000	) Storm Water Mgmt	0.270	-		between Woodville Hwy and Old  - Woodville Rd for flood mediationof 4 parcels between Woodville Hwy & Old Woodville Rd at Robinson Rd

[Appendix 6]
"Water Management" as of December 31, 2017

		"\	water wanagem	nent" as of December	31, 201/		
						Building	
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Notes Footage
43	Lake Jackson Heights-E55	Harriet Dr	210365 E0550	Flood Property - Lake Jackson Heights	0.260	-	
44	Parkhill Sub -C10	2936 Nepal Dr	210370 C0100	Flood Property	0.250	1	1,286 Purchased as flooded property; 8600 - COUNTY; Zoned LP Lake Protection
45	Killearn Lakes1-Y1	3410 Hawks Hill Trl	140350 Y0010	Flood Property - Killearn Lakes	0.250	-	Deeded to County by Killearn Properties as - Lying within 100-Yr flood plain with no residential construction
46	Killearn Lakes1-Y3	7780 Briarcreek Rd N	140350 Y0030	Flood Property - Killearn Lakes	0.250	-	Deeded to County by Killearn Properties as - Lying within 100-Yr flood plain with no residential construction
47	Hopkins Unrec - A02	1870 Hopkins Dr	211015 A0020	Flood Property - Hopkins	0.250	-	Purchased as flooded property; 8000 VACANT GOVERNMENTAL; Zoned LP Lake Protection
48	Village West-10	1291 Burgess Dr	2129180000100	Village West	0.210	-	1 of 11 parcels that make up the Gum Swamp Area
49	Village West-11	1286 Burgess Dr	2129180000110	Village West	0.210	-	1 of 11 parcels that make up the Gum Swamp Area
50	Village West-12-1	1300 Burgess Dr	2129180000121	Village West	0.110	-	1 of 11 parcels that make up the Gum Swamp Area
51	Village West-11-1	1288 Burgess Dr	2129180000111	Village West	0.100	-	1 of 11 parcels that make up the Gum  Swamp Area
52	Village West-12	1298 Burgess Dr	2129180000120	Flood Property - Village West Flood Property -	0.100	-	1 of 11 parcels that make up the Gum - Swamp Area 1 of 11 parcels that make up the Gum
53	Village West-10-1	1293 Burgess Dr	2129180000101	Village West	0.090	-	Swamp Area  8000 - VACANT GOVERNMENTAL;
54	Huntington Woods Blvd -42	Huntington Woods Blvd	2116080000420	) Flood Property	0.070	-	- Drainage; Zoned RP-2 Residential Preservation-2
	Total "Water Management" Sub-Category "	Flood - County" as of Dec	ember 31, 2017	54	35.814	2	2,560
	"Water Management" Sub-Category "Flood - Fede	ral" as of December 31, 2	017				
1	Lake Munson & Flood Plain - 613	Dawson Rd	4123206130000	Drainage - Lake Munson	45.800	-	1 of 7 parcels that make up Lake Munson Area
2	Liberty Ridge Unrec - 60	663 Nocatee Rd	4612100000600	Liberty Ridge	6.000	-	-
3	Liberty Ridge Unrec - D00	694 Spiral Garden Way	461210 D0000	Flood Property - Killearn Lakes	3.780	-	-
4	Liberty Ridge Unrec - 08	904 Jessica St	4612100000080	Liberty Ridge	3.500	-	-
5	Edinbourgh Estates-01	4470 Sherborne Rd	210540 A0010	Flood Property - Robinson Rd	3.180	-	-

[Appendix 6]
"Water Management" as of December 31, 2017

		v	vater iviariagen	ient as of December	31, 2017	Duibling		
Parcel	Name and the second			Acres	Building	Buildings		
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
6	Wakulla Springs Road Unrec-17	8617 Moore Woods Rd	4610180000170	Flood Property - Wakulla Springs Rd	3.160	-	-	
7	Liberty Ridge Unrec - 01	8866 Freedom Rd	4612100000010	Flood Property - Liberty Ridge	3.000	-	-	
8	Liberty Ridge Unrec - 11	868 Jessica St	4612100000110	Flood Property - Liberty Ridge	3.000	-	-	
9	Liberty Ridge Unrec - 02	867 Jessica St	4612100000020	Flood Property - Liberty Ridge	3.000	-	-	
10	Wakulla Springs Rd -016	Wakulla Springs Rd	4615200160000	Flood Property - Wakulla Springs Rd	2.500	-	-	
11	Celia CT - 9028	9028 Celia Ct	331845 M0040	Flood Property	2.450	1	1,364	Warranty Deed - Lot 4, Block M, Slaw Plantation, Unit 3
12	Liberty Ridge Phase II Unrec -37	9156 Warbler St	4611100000370	Flood Property - Liberty Ridge	2.400	-	-	
13	Liberty Ridge Unrec - 13	Freedom Rd	4612100000130	Flood Property - Liberty Ridge	2.390	-	-	
14	Liberty Ridge Phase II Unrec -44	9157 Warbler St	4611100000440	Flood Property - Liberty Ridge	2.310	-	-	
15	Wild Olive Way -330	5278 Wild Olive Way	4129200330000	Flood Property - Wild Olive Way	2.000	-	-	1 of 2 Parcels on same deed
16	Woodville Hwy at Robinson Rd -424	1853 Robinson Rd	3317204240000	Flood Property - Robinson Rd	1.900	-	-	Assemblage of 5 parcels on Robinson Rd between Woodville Hwy and Old Woodville Rd for flood mediation
17	Liberty Ridge Phase II Unrec -431	9167 Warbler St	4611100000431	Flood Property - Liberty Ridge	1.755	-	-	
18	Wakulla Springs Road Unrec -18	8611 Moore Woods Rd	4610180000180	Flood Property - Wakulla Springs Rd	1.580	-	-	
19	Lake Henrietta / Munson Slough Area -404	Capital Cir Sw	4115204040000	Lk Henrietta-Munson Slough Drainage	1.140	-	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
20	Lake Henrietta / Munson Slough Area -402	Blue Bird Rd	4115204020000	Lk Henrietta-Munson Slough Drainage	1.140	-	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
21	Woodville Hwy at Robinson Rd -401	9551 Woodville Hwy	3317204010000	Flood Property - Robinson Rd	1.000	-	-	Assemblage of 5 parcels on Robinson Rd between Woodville Hwy and Old Woodville Rd for flood mediation
22	Wild Olive Way -019	5284 Wild Olive Way	4129200190000	Flood Property - Wild Olive Way	1.000	-	-	1 of 2 Parcels on same deed
23	Lake Henrietta -241	Sprinil Rd	4114202410000	Lk Henrietta-Munson Slough Drainage	1.000	-	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area

[Appendix 6]
"Water Management" as of December 31, 2017

		<u>`</u>	vater ivianagem	ient as of December	31, 2017			
						Bu	ildings	
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
24	Lake Henrietta Area -286	Sprinil Rd	4114202860000	Lk Henrietta-Munson Slough Drainage	1.	.000	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
25	Lake Henrietta / Munson Slough Area -403	Capital Cir Sw	4115204030000	Slough Drainage	1.	.000	-	1 of 21 Parcels that make up Lake  Henrietta-Munson Slough Drainage Area
26	Liberty Ridge Phase II Unrec -751	971 Towhee Rd	4611100000751	Flood Property - Liberty Ridge	1.	.000	-	-
27	Lafayette Oaks-13	2204 Monaco Dr	111360 D0130	Flood Property - Lafayette Oaks	0.	.980	-	-
28	Lafayette Oaks-03	2205 Monaco Dr	111360 H0030	Flood Property - Lafayette Oaks	0.	.930	-	-
29	Wild Cherry Dr - 1903	1903 Wild Cherry Dr	461108 C0110	Flood Property - Wild Olive Way	0.	.920	-	-
30	Moorewoods Rd -403	8622 Moore Woods Rd	4610204030000	Flood Property	0.	.910	-	-
31	Lake Munson & Flood Plain - 244	Ruthenia Rd	4126202440000	Flood Property - Lake Munson	0.	.870	-	1 of 7 parcels that make up Lake Munson - Area
32	1900 Tomberlin Rd	1900 Tomberlin Rd	461115 A0100	Flood Property - Tomberllin Rd	0.	.820	-	Zoned UF - Urban Fringe
33	Lake Henrietta -248	Sprinil Rd	4114202480000	Lk Henrietta-Munson Slough Drainage	0.	.814	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
34	Lake Henrietta -244	Sprinil Rd	4114202440000	Lk Henrietta-Munson Slough Drainage	0.	.810	-	1 of 21 Parcels that make up Lake  Henrietta-Munson Slough Drainage Area
35	Lake Henrietta -288	Sprinil Rd	4114202880000	Flood Property - Lake Henrietta	0.	.810	-	1 of 21 Parcels that make up Lake - Henrietta-Munson Slough Drainage Area
36	Wakulla Springs Rd -034	Wakulla Springs Rd	4615200340000	Flood Property - Wakulla Springs Rd	0.	.640	-	-
37	Hickory Ct -14	Hickory Ct	3316520000140	Flood Property	0.	.560	-	-
38	Woodville Hwy at Robinson Rd -423	1829 Robinson Rd	3317204230000	Flood Property - Robinson Rd	0.	.500	-	Assemblage of 5 parcels on Robinson Rd - between Woodville Hwy and Old Woodville Rd for flood mediation
39	Wakulla Springs Rd -035	Wakulla Springs Rd	4615200350000	Flood Property - Wakulla Springs Rd	0.	.500	-	-
40	Lake Henrietta Area -252	Springhill Rd	4114202520000	Lk Henrietta-Munson Slough Drainage	0.	.500	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
41	Lake Henrietta Area -746	Eagle Rd	4114207460000	Lk Henrietta-Munson Slough Drainage	0.	.400	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
42	Lake Henrietta Area -726	Eagle Rd	4114207260000	Lk Henrietta-Munson Slough Drainage	0.	.200	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
43	Lake Henrietta Area -728	1652 Eagle Rd	4114207280000	Lk Henrietta-Munson Slough Drainage	0.	.200	-	1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area

[Appendix 6]
"Water Management" as of December 31, 2017

		<u>"\</u>	Nater Managem	ent" as of December	31, 2017			
						Buildings	;	
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
44	Lake Henrietta Area -744	Eagle Rd	4114207440000	Lk Henrietta-Munson Slough Drainage	0.200	-		1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
	Total "Water Management" Sub-Category "	Flood - Federal" as of Dec	ember 31, 2017	44	113.549	1	1,364	
	"Water Management" Sub-Category "Storm Water	Management Facilities -	SWMF" as of Deco	ember 31, 2017				
1	Lake Henrietta / Munson Slough Area -347	Blue Bird Rd	4114203470000	Lk Henrietta-Munson Slough Drainage	41.800	-		Order of Taking - 1 of 20 Parcels that make - up Lake Henrietta-Munson Slough Drainage Area Part of original 255.02 A from USA (Tom
2	Public Safety Complex - Retention Pond	Easterwood Dr	1127208540000	Storm Water Pond	29.890	-		Brown Park) + Another 80 A from USA BK947 PG1831; 1 OF 3 Lot Partition OR4025 PG745
3	Lake Henrietta Area -203	N Ridge Rd	4114202030000	Lk Henrietta-Munson Slough Drainage	23.270	-		1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
4	View Point Pond	Old Bainbridge Rd	210525 0001	Storm Water Pond	23.110	-		- No conveyance instrument located
5	Council Estates	Orange Ave E	411203 A0020	Storm Water Pond	20.270	-		-
6	Lake Henrietta -802	3305 Springhill Rd	4114208020000	Lk Henrietta-Munson Slough Drainage	18.150	-		1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
7	Lake Henrietta / Munson Slough Area -401	Capital Cir Sw	4115204010000	Lk Henrietta-Munson Slough Drainage	15.320	-		1 of 21 Parcels that make up Lake Henrietta-Munson Slough Drainage Area
8	Bannerman Corner	Lauder Dr	1422220000080	Storm Water Pond	13.690	-		-
9	Thomasville Rd - 1414208530000	Thomasville Rd	1414208530000	Storm Water Pond	13.330	-		-
10	Bannerman Rd, 3434 - 142229 A0050	3434 Bannerman Rd	142229 A0050	Storm Water Pond	13.260	-		Part of 3 parcels resulting from a land exchange between County and Summit Holdings for the old Bradfordvile Community Center location
11	Messer Field Storm Water Pond	James Messer Fields	4104208520000	Storm Water Pond	10.000	-		-
12	Mariana Oaks Phase I	Mariana Oaks Dr	320821 0001	Storm Water Pond	8.840	-		1 of 3 parcels located in Mariana Oaks. No - conveyance instrument located; DEDICATED SWMF PER PB 20/20
13	Rivers Landing-0002	Rivers Landing Ct	253621 0002	Storm Water Pond	8.290	-		No conveyance instrument located except for dedication per PB 19 PG58
14	Yorktown Pond	Lakeshore Dr	2112208530000	Storm Water Pond	6.420	-		-
15	Jordans Pass	Jordans Pass Dr	223622 0001	Storm Water Management	6.210	-		No conveyance instrument located except for dedication per PB 19 PG69

[Appendix 6]

Water	Management"	as of	December	31, 2017

	Water Management as of December 31, 2017  Buildings							
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
16	Sierra Woods	Sierra Woods Dr	321631 0002	Storm Water Management	5.630	-		No conveyance instrument located except for Drainage Easement dated 11/2005 OR3413 PG1060 for different portion of Sierra Woods
17	Bradfordville Rd-801	Bradfordville Rd	1422208010000	Storm Water Pond	4.680	-		- Quit Claim from State of Florida
18	Oak Grove Plantation-0001	Oak Grove Plantation Rd	140725 0001	Storm Water Pond	4.630	-		No conveyance instrument located appears to be part of Conservation Easement dated 09/2002 recorded in OR2757 PG264
19	Lakeshore Dr at Meginnis Arm Rd	3000 Lakeshore Dr	2114200100000	Storm Water Pond	3.830	-		-
20	Highgrove-801	Forsythe Way	1433208010000	Storm Water Pond	3.560	-		-
21	Lakeshore Estates -003	Timberlane Rd	211250 0003	Storm Water Pond	3.400	-		- No conveyance instrument located
22	RUSSELLS POND LN, - 2431200320000 - 4563 of 2009	RUSSELLS POND LN	2431200320000	Storm Water Pond	3.160	-		Surrounding land of retentions ponds of Russels Ponds Sub; Escheated to County - due too delinquect Taxes; 0000 - VACANT Residential; Zoned: RP - Residential Preservation;
23	Kinhega Landings-0001	Winters Run	173328 0001	Storm Water Pond	2.990	-		No conveyance instrument located except for dedication per Plat
24	Buck Lake Rd Between Highland	BUCK LAKE RD	1124208520000	Storm Water Pond	2.980	-		-
25	Fuller at Ty Cobb -409	3302 Ty Cobb Rd	2110204090000	Storm Water Pond	2.890	-		-
26	Sagebrook Mill-3	Fred George Rd & Sagebrook Dr.	211721 0003	Storm Water Pond	2.580	-		- No conveyance instrument located
27	Rhodes Cemetery Rd	Woodville Hwy	3308200100000	Storm Water Pond	2.560	-		- Proposed Storm Water Pond
28	Mariana Oaks Phase Ii	Mariana Oaks Dr	320822 0001	Storm Water Pond	2.550	-		1 of 3 parcels located in Mariana Oaks. No - conveyance instrument located; DEDICATED SWMF PER PB 20/20
29	Branded Oaks-0001	Branded Oaks Ct	322125 0001	Storm Water Pond	2.420	-		- No conveyance instrument located
30	Beech Ridge Trl - 142229 B0050	BEECH RIDGE TRL	142229 B0050	Storm Water Pond	2.320	-		Part of 3 parcels resulting from a land exchange between County and Summit Holdings for the old Bradfordvile Community Center location
31	Bosque De Augustine-0002	Camino Real	320925 0002	Storm Water Pond	2.240	-		-
32	Jacksons Gap Sub	Jasckson Gap Rd	112440 0001	Storm Water Pond	1.630	-		No conveyance instrument located except for dedication per Plat
33	Montejo Sub-001	Sistrunk Cir & Blair Rd	311924 0001	Storm Water Pond	1.560	-		- No conveyance instrument located
34	Lawton Chiles Ln	Beech Ridge Trl	140350 A0010	Storm Water Pond	1.370	-		-
35	Rocky Hill SWMF	Deshazier Ln	210626 0002	Storm Water Pond	1.320	-		- No conveyance instrument located
36	Buck Lake Rd and Davis Dr	Buck Lake & Davis Dr		ge 107 of 1364 Storm Water Pond	1.100	-		Posted on April 2, 2018  No conveyance instrument located

[Appendix 6]
"Water Management" as of December 31, 2017

	"Water Management" as of December 31, 2017						Buildings		
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes	
37	Sagebrook Mill-2	Sage Brook Dr	211721 0002	Storm Water Pond	1.060	-		- No conveyance instrument located	
38	Frontier Estates Units 1 to 3 -01	Apalachee Pkwy	320626 0001	Storm Water Pond	1.020	-		-	
39	Orange Ave at Jim Lee Rd-403	Orange Ave At Jim Lee Rd-Sw Corner	3107204030000	) Storm Water Drainage	0.950	-		-	
40	Lakewood Estates	Cypress Cir	210648 0001	Storm Water Pond	0.870	-		- No conveyance instrument located	
41	Gathering Oaks Dr-1123260000003-05/2016	Gathering Oaks Dr	1123260000003	3 Storm Water Facility	0.830	-		- Retention Pond - Villas at Mahan	
42	Lake Jackson Heights-D43-1	Longview Dr	210365 D0431	Storm Water Pond	0.670	-		1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights	
43	Killearn Acres Unit1-NN1	5280 Pimlico Dr	142560 NN0010	Storm Water Pond	0.670	-		-	
44	Centerville Trace-A0180	MOLLY PITCHER CT	111004 A0180	Storm Water Pond	0.660	-		- Centerville Trace storm water pond	
45	Melody Hills - 0002	Owenby Dr	112150 0002	Storm Water Pond	0.630	-		- No conveyance instrument located	
46	Timber Lake Area-60000	5001 Apalachee Pkwy	3101202060000	) Storm Water Pond	0.628	-		1 of 2 parcels that makeup the Timber Lake retention area	
47	Chris Ln at Wade Trl	Chris Ln	461017 0001	Storm Water Pond	0.620	-		No conveyance instrument located except for dedication per Plat Book 10 PG65	
48	Country Oak Acres	Comanche Ln	222505 B0030	Storm Water Pond	0.610	-		-	
49	Orange Ave at Jim Lee Rd-G2	Orange Ave At Jim Lee Rd-Ne Corner	310772 G0020	Storm Water Drainage	0.540	-		-	
50	Rainbow Acres Unrec -029	4006 Penelope Rd	4123120000280	) Storm Water Pond	0.530	-		- I of 4 Parcels	
51	Forest Estates-A10	Gray Forest Dr	330950 A0100	Storm Water Pond	0.520	-		-	
52	Lake Jackson Heights-F39	Harriet Dr	210365 F0390	Storm Water Pond	0.520	-		1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights	
53	Orange Ave at Jim Lee Rd-14	Orange Ave At Jim Lee Rd-Nw Corner	3107700000140	) Storm Water Drainage	0.470	-		-	
54	Kinhega Landings-23	10542 Winters Run	1733280000230	Storm Water Pond	0.460	-		-	
55	Rainbow Acres Unrec -1	1397 Rainbow Rd	4123120000010	Storm Water Pond	0.450	-		- I of 4 Parcels	
56	Lake Jackson Heights-F42	Harriet Dr	210365 F0420	Storm Water Pond	0.430	-		1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights	

[Appendix 6]
"Water Management" as of December 31, 2017

				ent as of December :		Building	S	
Parcel	Name	Location	Parcel ID	Function	Acres	Number	Square Footage	Notes
57	Centville Trace Dam	OXHILL CT	111004 0002	Drainage & Dam	0.430	-		- Pond Dam
58	Rainbow Acres Unrec -028	4008 Penelope Rd	4123120000290	Storm Water Pond	0.410	-		- I of 4 Parcels
59	Rainbow Acres Unrec -030	Penelope Rd	4123120000300	Storm Water Pond	0.410	-		- I of 4 Parcels
60	Harbinwood Estates 3-C019	2142 Faulk Dr	210350 C0190	Storm Water Drainage	0.400	-		-
61	Sullivan Rd -853	Sullivan Rd	4106208530000	Storm Water Pond	0.390	-		-
62	Forest Park Sub -002	Sandalwood Dr N	461035 0002	Storm Water Pond	0.390	-		- No conveyance instrument located
63	Crown Ridge Estates Unit 3 Unrec -B09	Baron Ln	411403 B0090	Storm Water Pond	0.370	-		-
64	Forest Park Sub -0001	Sandalwood Dr N	461035 0001	Storm Water Pond	0.370	-		- No conveyance instrument located
65	Longwood Estates-6	Elm Rd	222550 C0060	Flood Property	0.360	-		-
66	Paremore Estates -010	China Doll Dr	2424600000010	Storm Water Pond	0.350	-		-
67	Lake Jackson Heights-E43	Harriet Dr	210365 E0430	Storm Water Pond	0.340	-		1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
68	Wakefield-0001	Diehl Dr	110990 0001	Storm Water Pond	0.340	-		- No conveyance instrument located
69	Lake Jackson Heights-D47	2017 Longview Dr	210365 D0470	Storm Water Pond	0.290	-		1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights

[Appendix 6]

"Water Management" as of December 31, 2017

			vvater ivianagen	nent" as of December	31, 2017	Buildings	
Parcel	Name	Location	Parcel ID	Function	Acres	Number Square Footage	Notes
70	Lake Jackson Heights-D48	2015 Longview Dr	210365 D0480	Storm Water Pond	0.290	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
71	Lake Jackson Heights-D049	2013 Longview Dr	210365 D0490	Storm Water Pond	0.290	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
72	Lake Jackson Heights-D46	Longview Dr	210365 D0460	Storm Water Pond	0.290	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
73	Lake Jackson Heights-B15	2023 Faulk Dr	210365 B0150	Storm Water Drainage	0.280	-	-
74	Crown Ridge Estates Unit 3 Unre -06	4019 Buster Rd	4123060000060	0 Storm Water Pond	0.280	-	-
75	Lake Jackson Heights-D42	2027 Longview Dr	210365 D0420	Storm Water Pond	0.280	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
76	Park Ave at Victory Garden Dr	Victory Garden Dr & Park Ave	113375 0001	Storm Water Pond	0.280	-	- No conveyance instrument located
77	Capital Park East Sub -001	Capital Park Dr	113367 0001	Storm Water Pond	0.270	-	- No conveyance instrument located
78	John Hancock, 3359 - 211250 U0130	3359 JOHN HANCOCK DR	211250 U0130	Storm Water Drainage	0.260	-	Storm water control from Hawkbill Ct and - John Hancock Rd in to area off of John Hancock Rd; former residence demo'd
79	Lake Jackson Heights-E44	Harriet Dr	210365 E0440	Storm Water Pond	0.260	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
80	Lake Jackson Heights-E49 8	Harriet Dr	210365 E0480	Storm Water Pond	0.260	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
81	Lake Jackson Heights-E46	2020 Harriet Dr	210365 E0460	Storm Water Pond	0.260	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
82	Lake Jackson Heights-F43	Harriet Dr	210365 F0430	Storm Water Pond	0.260	-	1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights
83	Lake Jackson Heights-F45	Harriet Dr	210365 F0450	Storm Water Pond	0.260	-	1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights
84	Lake Jackson Heights-F44	Harriet Dr	210365 F0440	Storm Water Pond	0.260	-	1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights
85	Lake Jackson Heights-E41	Harriet Dr	210365 E0410	Storm Water Pond	0.260	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights

[Appendix 6]
"Water Management" as of December 31, 2017

			water wanager	nent" as of Decembe	1 51, 2017	Buildings	
Parcel	Name	Location	Parcel ID	Function	Acres	Number Square Footage	Notes
86	Lake Jackson Heights-F37	Harriet Dr	210365 F0370	Storm Water Pond	0.260	-	1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights
87	Lake Jackson Heights-E45	Harriet Dr	210365 E0450	Storm Water Pond	0.260	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
88	Lake Jackson Heights-E47	Harriet Dr	210365 E0470	Storm Water Pond	0.260	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
89	Lake Jackson Heights-E49	Harriet Dr	210365 E0490	Storm Water Pond	0.260	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
90	Lake Jackson Heights-F38	Harriet Dr	210365 F0380	Storm Water Pond	0.260	-	1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights
91	Annawood Sub -C002	Peggy Dr	311925 C0020	Storm Water Pond	0.250	-	8000 - VACANT GOVERNMENTAL; Storm - Water Pond; Zoned RP Residential Preservation
92	Crown Rdige Estates Unit 5 Unrec - A028	Harden Rd	411404 A0280	Storm Water Pond	0.240	-	9600 - SEWAGE DISPOSAL, SOLID WASTE; - Storm Water Pond; Zoned RP Residential Preservation
93	Lehigh-G19	1425 Nancy Dr	310772 G0190	Storm Water Pond	0.230	-	- 1 Of 5 Parcels
94	Lehigh-G20	1435 Nancy Dr	310772 G0200	Storm Water Pond	0.210	-	- 1 0f 5 Parcels
95	Lehigh-G19-1	1425 Nancy Dr	310772 G0191	Storm Water Pond	0.200	-	- 1 Of 5 Parcels
96	Lake Jackson Heights-D43	Longview Dr	210365 D0430	Storm Water Pond	0.190	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
97	Cedar Island Sub / Spinnaker Ct - 0001	Spinnaker Ct	211033 0001	Storm Water Pond	0.190	-	- No conveyance instrument located
98	Lehigh-G20-1	1435 Nancy Dr	310772 G0201	Storm Water Pond	0.160	-	- 1 Of 5 Parcels
99	Lake Jackson Heights-E42	Harriet Dr	210365 E0420	Storm Water Pond	0.090	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
100	Lake Jackson Heights-F41	Harriet Dr	210365 F0410	Storm Water Pond	0.090	-	1 of 8 parcels making up Harriet Dr Storm Water Pond in Lake Jackson Heights
101	Lake Jackson Heights-E42-1	Harriet Dr	210365 E0421	Storm Water Pond	0.090	-	1 of 17 parcels making up Longview Dr Storm Water Pond in Lake Jackson Heights
	Total "Water Management" Sub-Category ' December 31, 2017	'Storm Water Manageme	ent Facilities - SWN	MF" as of 10	336.818		

[Appendix 6]
"Water Management" as of December 31, 2017

			water managen	ient as of December	01, 2017	- ""		
Parcel	Name	Location	Parcel ID	Function	Acres	Buildin Number	gs Square Footage	Notes
	"Water Management" Sub-Category "Storm Wa	ater Management Facilities	- SWMF - Federal"	with verified conveyan	ce as of December 31	., 2017		
1	Lake Henrietta/Young Unrec	Sprinil Rd	4114050000080	Lk Henrietta-Munson Slough Drainage	17.360	-	-	1 of 21 Parcels that make up Lake  Henrietta-Munson Slough Drainage Area Purchased with FEIMA & Converted into a
2	Timber Lake Area - 800	Apalachee Pkwy	3101208000000	Storm Water Pond	8.400	-	-	strom water retention area for the Timber
3	Buck Lake Rd at Meadow Hills	4903 Buck Lake Rd	112650 D0180	Storm Water Pond	0.990	-	-	· 1 of 3 parcels
4	Buck Lake Rd at Meadow Hills	4905 Buck Lake Rd	112650 D0190	Storm Water Pond	0.460	-	-	· 1 of 3 parcels
5	Buck Lake Rd at Meadow Hills	4907 Buck Lake Rd	112650 D0200	Storm Water Pond	0.460	-	-	1 of 3 parcels; Parcel obtained via Federal Grant
	Total "Water Management" Sub-Categor Federal" with verified conveyance as of I	•	ent Facilities - SWIV	IF- 5	27.670	-	-	

"Water Management" Sub-Category "Storm Water Management Facilities - SWMF - Federal" without verified conveyance as of December 31, 2017

	Total "Water Management" Sub-Category Federal" without verified conveyance as of	]				
	Total "Water Management" Sub-Category Federal" as of December 31, 2017	"Storm Water Manageme	nt Facilities - SWMF - 5	27.670		
	"Water Management" Sub-Category "Wetlands"	with verified conveyance a	as of December 31, 2017			]
1	Upper Lake Lafayette	Barnstaple Rd	1126208010000 Wetland Conservation	200.000	-	- Corrective Deed BK3517 PG511
2	Gum Swamp-216	W Tennessee St	2129202160000 Wetland Conservation	156.617	-	1 of 11 parcels that make up the Gum Swamp Area
3	Lake Munson	Jackson Moody Pl	4126208510000 Drainage - Lake Munson	105.000	-	1 of 7 parcels that make up Lake Munson Area
4	Lower Lake Lafayette	Raymond Tucker Rd	3206200020000 Wetland Conservation	76.220	-	-
5	McCracken Rd-801	Miccosukee Rd & Mccracken Rd	1535208010000 Wetland Conservation	54.690	-	-
6	Farms Rd -852	Capitola Rd	1319208520000 Wetland Conservation	40.440	-	-

[Appendix 6]
"Water Management" as of December 31, 2017

			<u> </u>	ient as of December		Buildings	
Parcel	Name	Location	Parcel ID	Function	Acres	# Square Footage	Notes
7	Gum Swamp-017	Capital Cir Sw	2132200170000	) Wetland Conservation	37.710	-	1 of 11 parcels that make up the Gum - Swamp Area; Conservation Easement BK1984 PG2268
8	Gum Swamp-852	Capital Cir Sw	2132208520000	) Wetland Conservation	21.330	-	1 of 11 parcels that make up the Gum Swamp Area
9	John Hancock Dr & Timberlane Rd - 2122000050000	JOHN HANCOCK DR	2112200050000	) Wetland Preservation	17.290	-	-
10	N Blair Stone Rd -852	N Blair Stone Rd	1121208520000	) Wetland Conservation	8.360	-	1 of 2 parcels 2nd parcel 10/1990 BK1555 PG0093
11	Silver Ridge Estates - 001	Sykes Dr	411475 0001	Wetland Conservation	7.410	-	Waste Collection Site; 9600 - SEWAGE - DISPOSAL, SOLID WASTE; Zoned RP Residential Preservation
12	Cascade Lake	Capital Cir Sw	4105208020000	) Wetland Conservation	5.960	-	-
13	Old Magnolia	Old Magnolia Rd	1634208020000	) Wetland Conservation	5.890	-	-
14	BABY FARM CT, 8052 - 223410 C0030	8052 BABY FARM CT	223410 C0030	Wetland Preservation	2.130	-	Conveyed to County via Grace Program to allow development on another parcel
15	Creek Run Town Houses-3	Brookside Blvd	3108450030010	) Wetland Preservation	0.360	-	1 Of 5 Parcels - Acquired by Tax Deed
16	Apalachee Pkwy at Chaires Cross Rd -633	Chaires Cross Rd	3203206330000	) Wetland Preservation	0.230	-	- Acquired by Tax Deed
17	Creek Run Town Houses-6	Brookside Blvd	3108450060010	) Wetland Preservation	0.230	-	- 1 Of 5 Parcels - Acquired by Tax Deed
18	Creek Run Town Houses-7	Brookside Blvd	3108450080010	) Wetland Preservation	0.220	-	- 1 Of 5 Parcels - Acquired by Tax Deed
19	Creek Run Town Houses-4	Brookside Blvd	3108450040010	) Wetland Preservation	0.210	-	- 1 Of 5 Parcels - Acquired by Tax Deed
20	Creek Run Town Houses-5	Brookside Blvd	3108450050010	) Wetland Preservation	0.210	-	- 1 Of 5 Parcels - Acquired by Tax Deed
	Total "Water Management" Sub-Category "						-

Total "Water Management" Sub-Category "Wetlands" with verified conveyance as of December 20 740.507 - -

	"Water Management" as of December 31, 2017								
Parc	el Name	Location	Parcel ID	Function	Acres	Bui #	ldings Square Footage	Notes	
	"Water Management" Sub-Categor	y "Wetlands" without verified conv	eyance as of Decer	mber 31, 2017					

[Appendix 6]

Total "Water Management" Sub-Category "Wetlands" without verified conveyance as of December 31, 2017	-	-	-	-
Total "Water Management" Sub-Category "Wetlands" as of December 31, 2017	20	740.507		-

1 Lake Munson & Flood Plain - 248 Tom Still Rd 4126202480000 Drainage - Lake Munson 60.000 -

"Water Management" Sub-Category "Wetlands - Federal" with verified conveyance as of December 31, 2017

1 of 7 parcels that make up Lake Munson Area BK3892 PG645 Flood Covenant & restrictions; Parcel obtained via Federal Grant

conveyance as of December 31, 2017 1 60.000 - - - 
"Water Management" Sub-Category "Wetlands - Federal" without verified conveyance as of December 31, 2017

### <u>Appendix 7 – Buildings</u> County Buildings Sorted by Square Footage

As of: December 31, 2017

Parcel Name	Location	Sub-Use	Primary Building Type	Number	Square Footage
Buildings Leased from others utilized for the	support of County Business		11100		rootage
Supervisor of Elections Ops Center	2990 APALACHEE PKWY	Facilities-Leased	Office-	1	45,286
· ·			Warehouse		·
Ft Braden Community Center	16387 Blountstown Hwy	Parks and Recreation	Recreation	1	10,072
	Total Buildings Leased from ot	hers utilized for the supp	oort of County	2	55.250
	Business			2	55,358
Della control					
Buildings & Land owned by Leon County leas North Florida Fairgrounds-853	411 E Paul Russell Rd	n Leases Facilities-Owned	Recreation	14	132,342
National Guard Armory	1225 Easterwood Dr	Facilities-Owned	Warehouse	1	38,820
Tom Brown Park	501 Easterwood Dr	Parks and Recreation	Recreation	6	32,259
Tallahassee Developmental Center	455 Appleyard Dr	Facilities-Owned	Medical	5	30,933
Juvenile Detention Center	2303 Ronellis Dr	Facilities-Owned	Public Safety	1	24,065
American Red Cross	1115 Easterwood Dr	Facilities-Owned	Office	1	21,639
	Total Buildings & Land owned to others through Long Term L			28	280,058
	to others through Long Term L	.eases			
Buildings in the Portfolio as a results of Esche	atment, Donation & awaiting D	emolition			
Ballard Rd- 3689- 411404 A0030	3689 BALLARD RD	Tax Deeds	Mobile Home	1	1,764
CLAY ST, 1118-212635 T0100-3040 of 2009	1118 CLAY ST	Tax Deeds	Residential	1	1,715
Celia CT - 9028	9028 Celia Ct	Water Management	Mobile Home	1	1,364
CROWN RIDGE RD, 1506-411404 A0080-3716 of 2006	1506 CROWN RIDGE RD	Tax Deeds	Mobile Home	1	1,288
Parkhill Sub -C10	2936 Nepal Dr	Water Management	Residential	1	1,286
Macau Manor Unrec -B90	Tomberlin Rd	Water Management	Mobile Home	1	1,274
1579 BALKIN RD-4123206320000–4091of 2007	1579 BALKIN RD	Tax Deeds	Residential	1	1,273
Shadywood Unrec - Lot 12 - Bright Dr Parcel 4	4400 Bright Dr	Water Management	Residential	1	1,176
NB - SUNDOWN RD, 3543-411480 C0190- 6879 of 2009	3543 SUNDOWN RD	Tax Deeds	Mobile Home	1	1,110
ORCHID DR, 4704-412330 F0110-6423 of 2008	4704 ORCHID DR	Tax Deeds	Residential	1	1,069
TEBO TRL, 10715-3321206520000-6765 of 2010	10715 TEBO TRL	Tax Deeds	Residential	1	1,056
MORGAN RD, 4006 - 412406 A0370 - 8335 of 2010	4006 MORGAN RD	Tax Deeds	Mobile Home	1	960
DUST BOWL LN, 5017-4123207000000-7004 of 2009	5017 DUST BOWL LN	Tax Deeds	Mobile Home	1	960
Deer Tree Dr-1820 - 213107 B0070	1820 DEER TREE DR	Tax Deeds	Mobile Home	1	930
FOOTMAN LN, 851-1225204150000-628 of 2007	851 FOOTMAN LN	Tax Deeds	Mobile Home	1	854
NB - GOSHAWK WAY, 767-4124206050000- 7071 of 2009	767 GOSHAWK WAY	Tax Deeds	Mobile Home	1	836
HERON ST, 9740-4615140000140-7472 of 2009	9740 HERON ST	Tax Deeds	Mobile Home	1	784

### <u>Appendix 7 – Buildings</u> County Buildings Sorted by Square Footage

December 31, 2017

Parcel Name	Location	Sub-Use	Primary Building Type	Number	Square Footage
Lilly Rd 2993-4123060000180-4035 of 2007	2993 LILLY RD	Tax Deeds	Mobile Home	1	732
Southern St - 412680 F0020	1211 Southern St	Surplus	Mobile Home	1	713
	Total Buildings in the Portfolio as a results of Escheatment, Donation & awaiting Demolition				
	<b>Total County Buildings</b>	132	2,432,309		

### Appendix 8

## <u>Delinquent Property Taxes, Tax Certificates, Tax Deed Applications,</u> <u>List of Lands Available for Taxes (LOLA)</u>

The Real Estate Division, County Tax Collector and the Clerk of the Courts have been working together to make the delinquent tax process more efficient and productive. In the last 3-years, the offices have been processing more County Tax Deed Applications, to bring parcels with Tax Certificates on them into the pipeline in a timelier manner. The end result of this action is the quicker recovery of delinquent taxes by pursuing the collection of these taxes as provided by Florida Statues. Due to these more proactive actions more parcels are being presented at Public Sales leading to more parcels being eligible for escheatment to the County in the coming years.

### **Delinquent Property Taxes, Tax Certificates**

In the Florida Statutes, Chapter 197 (Tax Collections, Sales and Liens) declares that if a parcel owner is delinquent in the payment of the property taxes associated with a parcel of land, the Tax Collector of that County is required to sell Tax Certificates at a public auction for the amount of the taxes due plus interest and fees. If a delinquent parcel's certificate goes to auction and there is no bid received, the Tax Collector is required to issue the Tax Certificate for the delinquent taxes owed on the parcel in the name of the County in which the parcel resides at an 18% interest rate.

As of the end of 2017 there were 856 Tax Certificates outstanding that have been issued to Leon County due to receiving no bids at Public Sales held by the County Tax Collector to try to recover delinquent property taxes. Summary of the Tax Certificate activity related to Leon County is in Figure 1 below.

[Figure 1]

Change in Tax Certificates from December 1, 2016	as of: December 01, 2016	as of: December 31, 2017	Change from June 1, 2016
Redeemed Tax Certificates	6,098	5,705	(393)
Canceled Tax Certificates	64	71	7
Tax Certificates with a Special Status	12	10	(2)
Tax Certificates with Tax Deed Applications Filed	761	673	(88)
Open Tax Certificates	1,670	856	(814)
Net Change in Tax Certificates Since June 1, 2016	8,605	7,315	(1,290)

The activity for 2017 shows that the County redeemed 393 Tax Certificates filed Tax Deed Applications on 133 parcels and reduced the number of outstanding Tax Certificates by 814 items.

The first step in the collection of delinquent property taxes is the sale of Tax Certificates by the Tax Collector. Florida Statues require the Tax Collector to prepare and then sell Certificates for all delinquent taxes as of March 31, of the year following the tax year. On June 1, of the same year the Tax Collector presents the remaining Certificates at a

public auction, each of the certificates are sold to the highest bidder and those certificates not sold or did not receive a bid are issued to the County. After 2-years from issuance, the third party investor can file for a Tax Deed, while the County under Florida Statute 197.502 is required to apply for a Tax Deed on all County-held certificates on property that the Property Appraiser has valued at \$5,000 or more on the current Property Appraiser Assessment Roll. Any property valued at less than \$5,000, the county is not required to apply for a tax deed but has the option to if a need is identified to acquire the property. The filing of a Tax Deed Application is one of the final steps to try to collect delinquent taxes. This requirement is as a way to get the parcels back on the active tax roll and delinquent taxes paid, by:

- Forcing the current owner redeem the Tax Certificates issued related to the property (pay all back taxes and other costs owed) to avoid the risk of losing the ownership of the parcel) or,
- ii) Allowing a third party purchase the parcel at the Tax Deed sale, which subsequently places the parcel back on the tax rolls.

### **Tax Deed Applications**

Upon June 1<sup>st</sup>, of each year, a Tax Deed Application is filed on a parcel that has eligible Tax Certificates. During 2017, the County filed 205 Tax Deed Applications on parcels that have 448 Tax Certificates outstanding against them. Upon receipt of the Tax Deed Application, the Tax Collector's office will perform a limited title search to determine the following:

- i) Legal titleholder of record
- ii) Any lienholder of record
- iii) Any mortgagee of record
- iv) Any vendee of a recorded contract for deed
- v) Any lienholder who has applied to the Tax Collector to receive notice
- vi) Any person to whom the property was assessed on the tax roll for the last year that the property was assessed
- vii) Any lienholder of record who has a recorded lien on a mobile home on the property
- viii) Any legal titleholder of property contiguous to the property in the certificate, if one of the contiguous titleholders is the same as on the certificate, the notice may be mailed to the address that appears on the current assessment roll for the contiguous property

After the Tax Collector has completed their portion of the Tax Deed Application process, the office bundles together all the remaining unpaid Tax Certificates, certifies their completion of the process, then sends the applications over to the Clerk of the Court's office to be prepared for and scheduled for a public auction. The Clerk's office goes through a similar process as the Tax Collector. The Clerk is required to notify all interest parties listed in the Tax Collector's statement pursuant to 197.502 at least 20-days prior to the date of the Public Auction.

### **Public Sale**

Upon the completion of the notifications process, the Clerk's Office will schedule a Public Sale, will advertise the Public Sale once a week for four consecutive weeks in a newspaper selected as provided in FS 197.402, and on the date of the sale, as it appears in the advertisement the Clerk's office, will administer a Public Sale of all the parcels with applications for Tax Deed. The opening bid on non-homesteaded properties is required to be the value of all outstanding certificates against the property, omitted taxes that should have been assessed, all delinquent taxes,

interest and all other fees and costs. If the property is homesteaded on the latest tax roll, in addition to the amounts listed for non-homesteaded properties the bid must include an amount equal to 50% of the latest assessed value of the homestead will be required in the opening bid.

If the parcel is not redeemed by the owner prior to the published sale date, the remaining properties will be presented at the scheduled Public Sale. Properties schedule for the scheduled Public Sale will be sold at the sale to the highest bidder. At the auction the highest bidder must post a nonrefundable deposit of 5% of the bid or \$200, whichever is greater and then within 24-hours of the auction full payment, plus doc stamps and recording fees, must be received to complete the transfer of the parcel from the current taxpayer to the highest bidder via Tax Deed under the provisions of FS 197.512/522. If no bid is received at the auction, whether county-held or individually held certificates or the winning bidder fails to pay the amounts due for issuance of a tax deed within 30 days after the sale, the Clerk shall enter the land on a list entitled "lands available for taxes" (LOLA)

### **During 2017,**

- 1. Real Estate Division filed 162 Tax Deed Applications with the Clerk of the Court's Office.
- 2. The Clerk of the Court held 9 Public Sales
- 3. The Clerk's office brought 297 Tax Deed Applications to Public Sale; 169 were filed by Leon County and 128 were filed by other investors.
- 4. The resulting impact of the 297 Tax Deed Applications brought to Public Sale during the 2017 application process
  - a. 90 redeemed prior to public sale, resulting in \$926,933 of bad taxes, fees and interest being collected
  - b. 81 sold at public sale to third-party investors, generating in \$992,123 in revenues
  - c. 77 received no bid at the public sale and have been placed on the List of Lands Available for Taxes (LOLA)
- 5. A total of 171 parcels went back onto the tax rolls and all delinquent taxes and fees related were collected from these parcels

### **List of Lands Available for Taxes (LOLA)**

On county-held or individually held certificates for which there are no bidders at the public sale and for which the certificate holder fails to timely pay costs of resale or fails to pay the amounts due for issuance of a tax deed within 30 days after the sale, the Clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. During the first 90 days after the property is placed on the list, the county may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, any person, the county, or any other governmental unit may purchase the property from the Clerk, without further notice or advertising, for the opening bid, except that if the county or other governmental unit is the purchaser for its own use, the Board of County Commissioners may cancel omitted years' taxes, as provided under s. 197.447. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. 197.542.

- i) The Clerk's office will enter the property onto the "List of Lands available for Taxes" (LOLA) and will immediately notify the County Commission and all other persons holding certificates against the property that no bid was received.
- ii) During the first 90-days that the property is on the LOLA, the County may purchase the property for the amount of the opening bid or waive its right to purchase.

- iii) If the County waives its right to purchase;
  - (1) Any person, a County division or any other governmental unit may purchase the property from the Clerk without further notice or advertising for the opening bid amount.
  - (2) Taxes will not be assessed against properties listed on LOLA. However, each year that the taxes that would be due will be treated as omitted, these omitted taxes will be included in any bids for the property received after the Property appears on the LOLA.
  - (3) At the Board of County Commissioners' discretion omitted taxes (taxes due but not assessed while the property is on LOLA) may be waived.
  - (4) If any parcel is acquired from LOLA for providing property for the Leon County Affordable Housing program, the Board of County Commissioners may cancel any county-held certificates and omitted taxes.
  - (5) The Clerk and or the County may not transfer the property back to the taxpayer who failed to pay the delinquent taxes that led to the certificate. (The term "Taxpayer" for this purpose only is defined as the taxpayer's family or an entity that the taxpayer or its family has an interest.)

Taxes are not extended against parcels listed on lands available for taxes, but in each year, the taxes that would have been due shall be treated as omitted years and added to the required minimum bid.

Parcels remain on LOLA for a period of three years.

At the end of 2017, there remained 189 parcels on LOLA, during the year 77 parcels were added, 40 Parcels were escheated to the County, 9 parcels sold generating proceeds of \$75,619.17 and 3 parcels redeemed generating \$18,746.83.

### Escheatment

Three years after the day the land was offered for public sale, if no movement, the parcel shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature (with the exception of Federal Lies) against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

The current projections for Escheatment's to the County are as follows;

### **Escheatment Schedule for the List of Lands Available for Taxes**

as of December 31, 2017

	Number Of Parcels	Acres	Т	axable Value	Possible Homestead	Parcels Located in City	Parcels Located in County
Possible Escheatments to Leon County							
Total Remaining Escheatments during 2018	86	51.069	\$	901,198.00	9	25	61
Scheduled Escheatments during 2019	48	26.364	\$	419,298.00	2	22	26
Scheduled Escheatments during 2020	55	28.844	\$	817,203.00	3	25	30
Total Possible Escheatments to Leon County	189	106.277	\$	2,137,699.00	14	72	117

Due to this increasing growth from Escheatment, the Real Estate Division is in the process of developing procedures to effectively dispose of this inflow to the Land Portfolio.

- 1. The Real Estate Division began Quiet Title action on a half dozen parcels.
- 2. The Real Estate Division circulates monthly, among County staff, a Report on the Status of the Parcels on LOLA, to allow a review and evaluation of parcels for public use.
- 3. When allowed, offering parcels to adjacent property owners.
- 4. Working with Affordable Housing to identify parcels that would be suitable for infill housing.
- 5. On non-developable parcels, usually caused by their size, encroachments, ingress and egress and other zoning & growth issues, the division is contacting adjacent property owners to offer them for sale so we can get these parcels back on the tax roll.

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #5** 

### **Leon County Board of County Commissioners**

Agenda Item #5

April 10, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Bid Award to COMANCO Environmental Corporation in the Amount of

\$12,966,650 for the Landfill Closure Project

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Maggie Theriot, Office of Resource Stewardship, Director Tony Park, P.E., Public Works, Director Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Chris Muehlemann, P.E., Chief of Engineering Design Samuel Ijeoma, P.E., Senior Design Engineer

### **Statement of Issue:**

This agenda item seeks approval to award the construction of the Landfill Closure Project to COMANCO Environmental Corporation in the amount of \$12,966,650.

### **Fiscal Impact:**

This item has a fiscal impact. In anticipation of the Solid Waste Landfill Closure, a Landfill Closure Cost Reserve was established as required by Florida Department of Environmental Protection rules. A budget amendment is included to appropriate the funds (Attachment #2).

### **Staff Recommendation:**

Option #1: Approve the Agreement awarding bid to COMANCO Environmental Corporation

in the amount of \$12,966,650 for the construction of the Solid Waste Management Facility Class I and Class III South Landfill Closure, Phase II

(Attachment #1), and authorize the County Administrator to execute.

Option #2: Approve the resolution and associated budget amendment realizing funds from

the Solid Waste Closure Reserve (Attachment #2).

April 10, 2018

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### **Report and Discussion**

### **Background:**

This item recommends the Board award the construction of Solid Waste Management Facility Class I and Class III South Landfill Closure, Phase II bid to COMANCO Environmental Corporation in the amount of \$12,966,650.

In July 2015, the Board accepted the status report regarding the closure of the landfill and development of the corresponding long-term master plan of the site for purposes of a regional park. Funding for the implementation of the long-term master plan is included as part of the five year capital improvement program separate from the landfill closure project. In this report, staff developed a tentative scope and timeline to initiate the closure of the Landfill. Locklear & Associates, Inc. has been the County's consultant for Solid Waste services since 2015 and is the consulting engineer of record for the project.

In September 2016, the Invitation to Bid for the Leon County Solid Waste Landfill Closure was advertised to close the Class I, Class III East, West, and South cells. This bid selection process was developed in two steps. Step one was to seek Statements of Qualifications from vendors that wish to perform the Landfill Closure project. Through the qualification based evaluation process, three contractors were qualified to bid on this project. As a next step in the project, on November 28, 2016, a notice to permit was issued by the Florida Department of Environmental Protection (FDEP) for the closure of Class I Landfill and the Class III Landfill East, West, and South areas.

While the County ceased accepting household waste at the landfill with the opening of the transfer station, this capital project formerly "closes" the site to the burying of any future waste. The scope of this capital project is significant. The project costs include all of the materials, commodities, supplies and labor to properly cover the remaining portions of the site previously used to bury waste, which includes:

- Hauling/spreading 25,500 truckloads of dirt (or 431,000 cubic yards);
- 64 acres (or 2.8 million square feet) of a physical "cover" (40 mils thick) to be placed over the landfill made out of linear low-density polyethylene plastic (LLDPE);
- A second 64 acre physical "cover" of Geocomposite plastic (300 mils thick) placed over the landfill;
- A final layer of top soil (3,000 truck-loads) and turf/sod/hydroseeding covering 74 acres;
- 4 miles of piping to ensure proper drainage;
- Installation of 34 passive gas wells; and
- Adhere strictly to Florida Department of Environmental Protection standards.

After three qualified bidders were selected, the cost estimate for the landfill closure was updated by Locklear & Associates based on the new cost data available from recent landfill closure

April 10, 2018

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projects. The updated cost estimate was higher than the original budget. Consequently, staff postponed the price bid submittal and developed the cost-saving alternatives as follows:

- \$313,000 savings: Use Operations' staff to build the stormwater facility. Construction was completed in October 2017;
- \$600,000 savings: Close the Class III East and West cells by County Solid Waste Management crews and use County soils. Construction of the Class III East and West cells were completed in February and April 2017; and
- \$3.6 million savings: Separate the Landfill Closure operation into two phases and use the materials from the County's F.A. Ash Borrow Pit as opposed to having a private vendor provide the soil. On October 10, 2017, the Board approved the agreement awarding the bid for the contractor to haul 222,200 cubic yards of shaping and cover material from F.A. Ash Borrow Pit to the Landfill site for the Solid Waste Landfill closure, Phase I. Phase I operation was completed at the end of March 2018.

This agenda proceeds with the award process for the final closure of the Class I and Class III South cells (Attachment #3).

In accordance with FDEP rules, once the landfill is closed the County will be required to monitor and maintain the site for 30 years. The County's Department of Resource Stewardship, which includes Solid Waste Management and Parks and Recreation, will be responsible for this ongoing effort. With regards to funding requirements, in accordance with FDEP rule 62-701.630, the County is required to provide one year of funding in advance for the ongoing monitoring and maintenance. In addition, as part of the closure plan, the County shall specify how it intends to pay for the long-term care of the landfill (30 years). The recurring annual closure cost is estimated at \$145,000 which will be addressed annually as part of future budget processes.

The award of the closure bid is essential to the following revised FY2017-FY2021 Strategic Initiatives:

- Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (2016-15)
- Implement a master plan for the Apalachee Regional Park. (2016-24A, rev. 2017)

These particular Strategic Initiatives align with the Board's Environment and Quality of Life Strategic Priorities:

- Protect the quality and supply of our water. (EN1)
- Conserve and protect environmentally sensitive lands and our natural ecosystems. (EN2)
- Maintain and enhance our parks and recreational offerings and green spaces. (Q1)
- Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people. (Q6)

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### **Analysis:**

The Invitation to Bid for the Solid Waste Class I Cell and Class III South Cell Closure, Phase II was reopened on January 3, 2018 to the pre-qualified contractors. The three pre-qualified vendors were notified through the automated procurement system. An addendum was emailed to the vendors requesting a mandatory pre-bid meeting. The two vendors present for the mandatory pre-bid meeting received the revised bid packages. The County received two bids on February 15, 2018.

The lowest responsive bid was received from COMANCO Environmental Corporation in the amount of \$12,966,650 (Attachment #4). The second lowest responsive bidder was Thalle Construction Co., Inc. in the amount of \$13,829,709. The difference between the two bids is \$863,059. This is a unit price contract and the Contractor will be paid based on the actual quantity used for each individual pay item (Attachment #5).

Locklear & Associates reviewed the submitted bids and concurred that COMANCO Environmental Corporation is the lowest responsive bidder (Attachment #6).

The Minority, Women and Small Business Enterprise (MWSBE) Division reviewed MWBE Participation Plans submitted by the two bidders. The aspirational targets for the bid were 17% MBE and 9% WBE. COMANCO Environmental Corporation provided a total MWBE utilization of 13.1% (7.15% MBE and 6.03% WBE). The second low bidder, Thalle Construction Co., Inc., provided a total of 10.8%. The MWBE Division noted that while the utilization is less than the aspirtional targets, both bidders provided a satisfactory Good Faith Effort form and supporting documentation which fulfills the bidding requirements (Attachment #7). For example, COMANCO provided documentation of advertisements in the local newspaper, frequent emails to certified MWBEs, and telephone logs reaching out to potential MWBE subcontractors. Through these efforts, COMANCO contacted a total of 74 certified MWBEs and 19 (25.7%) were responsive.

If this bid award is approved, Phase II landfill closure operation is anticipated to commence in May 2018 and to end in May 2020. After the completion of Phase II construction, the 30 years long term care will start in July 2020 through July 2050. While significant progress will continue on the implementation of the Apalachee Regional Park Master Plan during the closure process, construction of additional future amenities are dependent on the closure occurring in FY2020.

Locklear & Associates, Inc. will continue providing Landfill Closure Construction Quality Assurance, Administration Services, and Engineering Support throughout the Final Closure process. The proposed fee amount is up to \$920,600 for these post design services including Construction Engineering Inspection. However, the actual amount maybe less depending upon the length of time the closure project takes. The attached budget amendment realizes the funds necessary to support the engineering services as well as the closure bid award (Attachment #2).

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### **Options:**

- 1. Approve the Agreement awarding the bid to COMANCO Environmental Corporation in the amount of \$12,966,650 for the construction of the Solid Waste Management Facility Class I and Class III South Landfill Closure, Phase II (Attachment #1), and authorize the County Administrator to execute.
- 2. Approve the resolution and associated budget amendment realizing funds from the Solid Waste Closure Reserve (Attachment #2).
- 3. Do not approve the Agreement awarding the bid COMANCO Environmental Corporation in the amount of \$12,966,650 for the construction of Solid Waste Management Facility Class I and Class III South Landfill Closure, Phase II.
- 4. Board direction.

### **Recommendation:**

Options #1 and #2.

### Attachments:

- 1. Draft Agreement with COMANCO Environmental Corporation
- 2. Resolution and Associated Budget Amendment
- 3. Class I Cell and Class III South Cell Location
- 4. Bid Tabulation Sheet
- 5. Bid Pricing Sheet
- 6. Locklear & Associates Letter of Recommendation
- 7. MWSBE Analysis

### **AGREEMENT**

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and COMANCO Environmental Corporation, a Florida corporation, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County landfill closure services in accordance with the terms of Solicitation# BC-10-29-16-02, Closure of the Leon County Solid Waste Landfill, and the Contractor's bid submission to the extent that the documents are not inconsistent with each other or this Agreement. Solicitation# BC-10-29-16-02, Closure of the Leon County Solid Waste Landfill and the Contractor's bid submission are fully incorporated by reference and are made a part of this Agreement as if it were fully set out herein. Full text of the Solicitation is available at this web address: <a href="https://www.leoncountyfl.gov/procurementconnect/">www.leoncountyfl.gov/procurementconnect/</a>. Full text of the Contractor's bid submission is available upon request from the County Project Manager identified in this Agreement or by contracting the Purchasing Division at 850-606-1600.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. The County reserves the right to negotiate for related products and services under a separate Scope of Work.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

### 3. TIME

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within seven hundred and thirty (730) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$750.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

### 4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

### 5. PAYMENTS TO THE GENERAL CONTRACTOR

- A. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, the 10% retainage shall be reduced to 5% at 50% completion of the work.
- B. Final Payment Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the Owner, finished and ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the General Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to General Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.
- C. Payments to Subcontractors The General Contractor shall promptly, but not later than 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retain age of ten percent (10%). If there should remain items to be completed, the General Contractor and Architect-Engineer shall list those items required for completion and the General Contractor shall require the retain age of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The General Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retain age, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.
- D. Delayed Payments by Owner If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor, then the General

Contractor may, upon fourteen (14) additional days advance written notice to the Owner and the Architect-Engineer stop the Project until payment of the Amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the General Contractor shall not stop the Project in any fashion and the made to

ent not bject to

### 6.

	progress of the project shall not be interrupted. Both parties agree that best efforts be resolve the disputed amount.
E.	Payment for Materials and Equipment - Payments will be made for material and equipment incorporated in the work but delivered and suitably stored at the site (or another location, suprior approval and acceptance by the Owner on each occasion).
<u>PRO</u>	MPT PAYMENT INFORMATION REQUIREMENTS
A.	The County Project Manager is:
	Name: Street Address: City, State, Zip Code: Telephone: E-mail:
В.	The Contractor's Project Manager is:
	Name: Street Address: City, State, Zip Code: Telephone: E-mail:
C.	Notices to the Contractor are to be submitted to:
	Name: Street Address: City, State, Zip Code: Telephone: E-mail:
D.	Payment requests will will not be subject to review by an agent. If yes, the agent is:
	Name: Street Address: City, State, Zip Code: Telephone: E-mail:

E. Payment requests are to be submitted to:

Name:

Street Address:

City, State, Zip Code:

Telephone:

E-mail:

F. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the county purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

G. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the contract.

### 7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

### 8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

- A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - 1) General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X,C,U).
  - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

- 4) Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members (*County is to be named as Additional Insured*).
- 5) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

### B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
  - 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
    - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
    - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

### 2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### 9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

### 10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

### 11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

### 12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

		PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)		
as	Surety, are bound to	, as Principal and, herein called Owner, in the sum of \$ personal representatives, successors, and assigns, jo	, for	payment of
	THE CO	NDITION OF THIS BOND is that if Principal:		
1.		, between Principal and Owner fo f this bond by reference, at the time and in the ma		

- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of	, 20
(Name of Principal)	
	By: (As Attorney-In-Fact)
(Name of Surety)	(As According in Face)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

### 13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

### 14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the Tallahassee/Leon County Office of Economic Vitality, MWSBE Division in writing at 315 S. Calhoun Street, Suite 450, Tallahassee, Florida or via email at djones@oevforbusiness.org, lraffington@oevforbusiness.org, or swilks@oevforbusiness.org.

### 15. AUDITS, RECORDS, AND RECORDS RETENTION

### The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

LEON COUNTY PURCHASING DIVISION

ATTN: SHELLY KELLEY, PURCHASING DIRECTOR

1800-3 N. BLAIRSTONE ROAD TALLAHASSEE, FLORIDA 32308

PHONE: 850-606-1600

EMAIL: KELLEYS@LEONCOUNTYFL.GOV

### 16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

### 17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

### 18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

### 19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

### 20. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

### 21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general

waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

### 22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### 23. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

### 24. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

### 25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

### 26. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

### ORDER OF PRECEDENCE

- 1. Agreement
- 2. Exhibit A
- 3. Exhibit B

### <u>ATTACHMENTS</u>

Exhibit A – Final Plan Set & Technical Specifications

Exhibit B – Rate Sheet

Exhibit C - MWBE Participation Plan

The remainder of this page intentionally left blank.

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

LEON	COUNTY, FLORIDA	COMANCO ENVIRONMENTAL CO	DRPORATION
Ву:		Ву:	
	Vincent S. Long	President or designe	e
	County Administrator		
		Printed	
		Name:	
Date:		Title:	
		Date:	
ATTES	Т:		
Gwen	dolyn Marshall, Clerk of the Court &		
Compt	troller, Leon County, Florida		
DV			
BY:		-	
Appro	ved as to Form:		
	County Attorney's Office		
BY:			
	Herbert W. A. Thiele, Esquire		
	County Attorney		

Exhibit A - Final Plans & Technical Specifications

Attachment #1 Page 13 of 432

# REVISED BID DOCUMENTS

PREPARED FOR LEON COUNTY, FLORIDA



**LEON COUNTY COMMISSIONERS** BILL PKOCTOR
JIMBO JACKSON
JOHN E. DAILEY
BRYAN DESLOGE
KRISTIN DOZIER
MARY ANN LINDLEY
NICK MADDOX

# LEON COUNTY SOLID WASTE MANAGEMENT FACILITY CLASS I AND CLASS III LANDFILL CLOSURE

LOCATED:

# TALLAHASSEE, LEON COUNTY, FLORIDA

DIVERSIFIED DESIGN & DRAFTING SERVICES, INC 2374 CAPITAL CIRCLE NE TALLAHASSEE, FL 32308 PH(860) 385-1131

SURVEYOR:

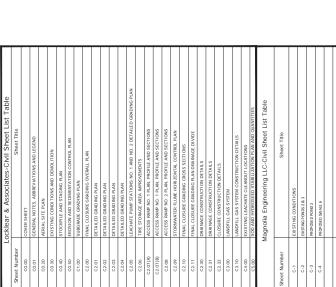
LOCKLEAR & ASSOCIATES
ENGINEERING & ENVIROMENTAL CONSULTING
4140 SW 37TH PLACE, SUITE A
GANESVILLE FL 2206
PH;(352) 672-6867

ENGINEER:

LEON COUNTY 7550 APALACHEE PARKWAY TALLAHASSEE, FL 32301-1860

OWNER:

PROJECT CONTACT INFORMATION:





Locklear & Associates

COUNTY LOCATION MAP

4140 NW 37th Place, Suite A Galnesville, Florida 32606 Phone: 352.672.6867 Fax: 352.692.5390 Certificate of Authorization No. 30066

LEON COUNTY SOLID WASTE MANAGEMENT FACILITY CLASS I AND CLASS III LANDFILL CLOSURE TALLAHASSEE, LEON COUNTY, FLORIDA

TEASURE OF THE PROPERTY OF THE

DATE:
NOVEMBER 2016
DRAWING:
CO.00 PROJECT NO.: 07000-173-15 SCALE: AS SHOWN

REVISED BID DOCUMENTS

LEON COUNTY SOLID WASTE MANAGEMENT FACILITY

Attachment #1 Page 14 of 432

SITE HEALTH AND SAFETY NOTES

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  - ANY NGUD '29 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY:

    - MR. NICK CAMPANILE FLORIDA DEPARTMENT OF NATURAL RESOURCES BUREAJ OF SURVEYS AND MAPPING 3900 COMMONVEALTH BLVD. MS 105
- TALLAHASSEE, FLORIDA 32399-3000 TELEPHONE # (850) 245-2555
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- - THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DIREQUIRED BY THE CONTRACT DOCUMENTS.

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- 14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH PREVAILING FEDERAL, STATE LOCAL, AND OTHER APPLICARE PROULATIONS. REGLATIONS THAT CONFLICT WITH THESE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY.
- 15. THE CONTRACTOR SHALL STATE IN WRITING PRIOR TO BEGINNING WORK THAT HE/SHE WILL COMPLY WITH APPLICABLE TRENCH SAFETY STANDARDS.
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  - CONTRACTOR SHALL PREVENT DISTURBANCE TO AND UNDERMINING OF ADJACENT STRUCTURES, SLABS, IPPING, AND OTHER UTILITIES/FACILITIES DURING CONSTRUCTION.
- 18. CONTRACTOR SHALL VERIFY ALL CLEARANCES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL RETACE ALL ENSTING PAUNG, STABILIZED EARTH, FENCES, SIGNS AND OTHER IMPROVEMENTS WITH THE SAME TYPE OF MATERIAL WAYR BRANCHED REMAINED DUBING CONSTRUCTION, AS A RESULT OF CONSTRUCTION, OR AS DIRECTED BY THE ENGINEER WITHOUT INCREASE IN THE CONTRACT RICE, OR TIME.
- THE CONTRACTOR SHALL RETACE ALL ENSTING PAUNG, STABILIZED EARTH, FENCES, SIGNS AND OTHER IMPROFEMENTS WITH THE SAME TYPE OF MATERIAL WAYS REMOGED REMAINED DUBING CONSTRUCTION, AS A RESULT OF CONSTRUCTION, OR AS DIRECTED BY THE ENGINEER WITHOUT INCREASE IN THE CONTRACT PRICE OF TIME.

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CONTRACTOR SHALL PROVIDE A HEALTH AND SAFETY SUPERVISOR ON-SITE IN ACCORDANCE WITH SECTION 01100 OF THE CONTRACT DOCUMENTS.

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- NO DISTURBANCE SHALL BE ALLOWED OUTSIDE OF THE AREAS SHOWN ON THE FINAL GRADING PLAN UNESS APPROVED BY THE ENGINEER, OR SPECIFICALLY. NOTED ON THE PLANS.
- 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING AND PROTECTING THE GOMEINBRANE AT ALL TIMES. MIND BLOWN GEOMEINBRANE SWALL BE CONSIDERED DIMEADED MAD SHALL BE REPUED AT THE CONTRACTORS CHEMBER. DIMEGEORARISM ALL ACMENTED THE SHALL BE RESPONSIBLE FOR VERTING LANDFILL GAS SUCH THAT THE GEOMEINBRANE MAINTAINE CONTACT WITH THE UNDERLYING SOLL ATALL TIMES.
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  - CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS , LIGHTS, AND FLAGMEN AS REQUIRED BY FDOT IN THE "MANUAL ON TRAFFIC PRACTICES".
    - 27. ALL PIPING SHALL HAVE MINIMUM COVER OF 24" UNLESS OTHERWISE NOTED.
- ALL HOPE GAS COLLECTION SYSTEM PRINGS MALL BE SUR-11. INDIGNETO: ELANCE BACKUP PITNG, AND NETALS USED FOR THE GAS COLLECTION SYSTEM SHALL BE 3.01 SERIES STAINLESS STELL UNLESS OTHERWISE. INDIGNETO.

# **ABBREVIATIONS**

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CLNO 6	EXISTING 6" CLEANOUT	>	TEMPORARY METHANE MONITORING VENT OR PROBE
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<del>)</del>	WELL	₩ WW-AA	COMPLIANCE GROUNDWATER MONITORING WELLS
Оми-хх	EXISTING GAS MONITORING WELL	₩ WM-A	WATER LEVEL MEASUREMENT LOCATIONS
ş	EXISTING OVERHEAD POWER POLE		
4	EXISTING UTILITY POLE		
	PROPERTY BOUNDARY		
2	LEACHATE FORCEMAIN		EXISTING STORM PLPE
×	EXISTING FENCE		EXISTING STORM GRATE
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FLANCE
TOWN METER
HIGH DENSITY POLYETHYLER
LEACHAFF COLLECTION
LOW DENSITY POLYETHYLER
LOWN DENSITY POLYETHYLER
FOUNDS PER SQUARE INCH
POLYMYNY, CHLORIDE

LIP ON FLANGE OLVENT WELDED JOINT

TRUCTURAL

-EGEND

<b>∢ ∢ ↓</b>	INDICATES ONE OR MORE SECTIONS CUT AND SHOWN ON THE SAME DETAIL SECTION DESIGNATION

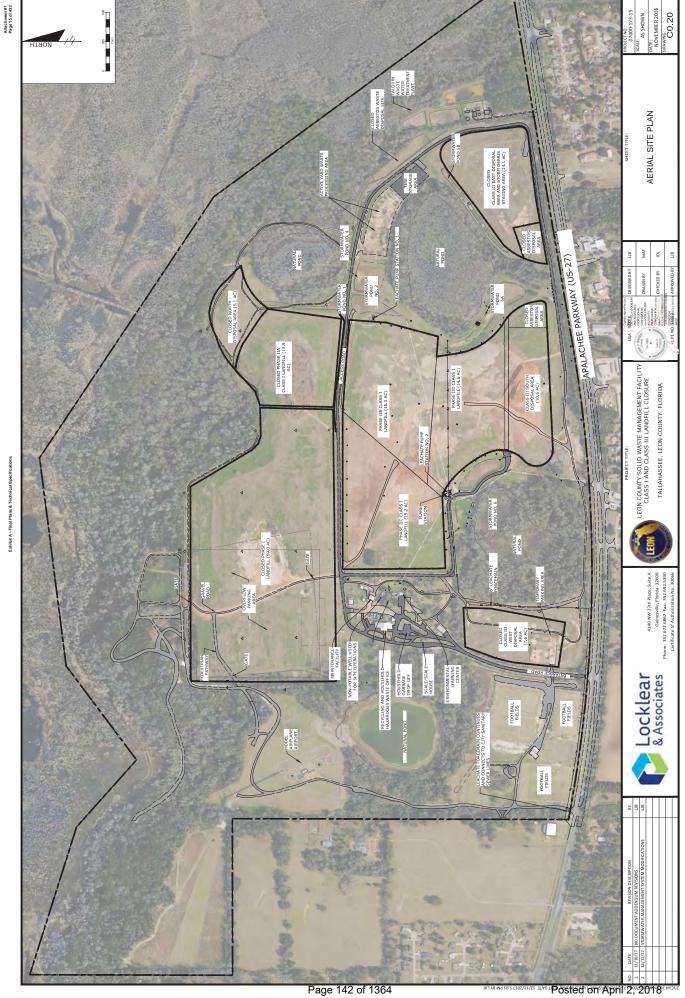
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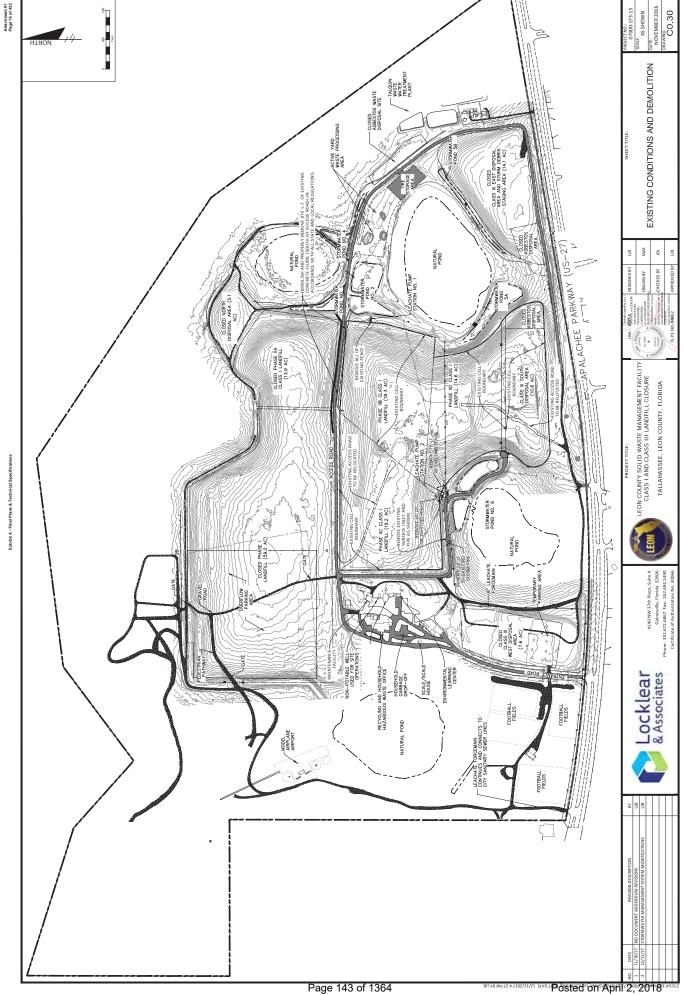
4140 NW 37th Place, Suite A Gainesville, Florida 32606 Phone: 352.672.6867 Fax: 352.692.5390 Certificate of Authorization No. 30066

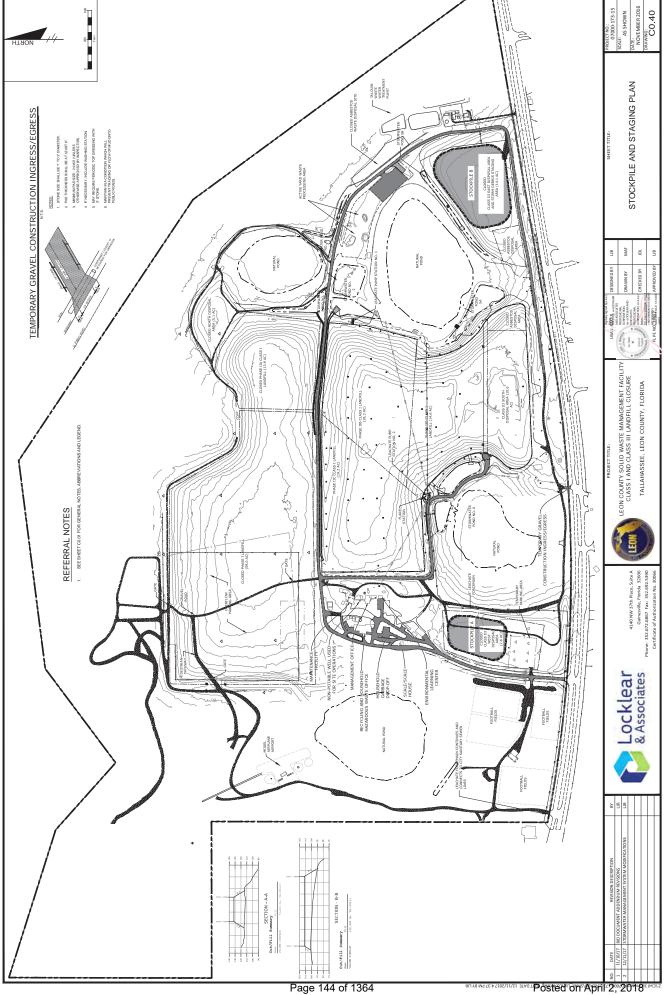
LEON COUNTY SOLID WASTE MANAGEMENT FACILITY CLASS I AND CLASS III LANDFILL CLOSURE TALLAHASSEE, LEON COUNTY, FLORIDA

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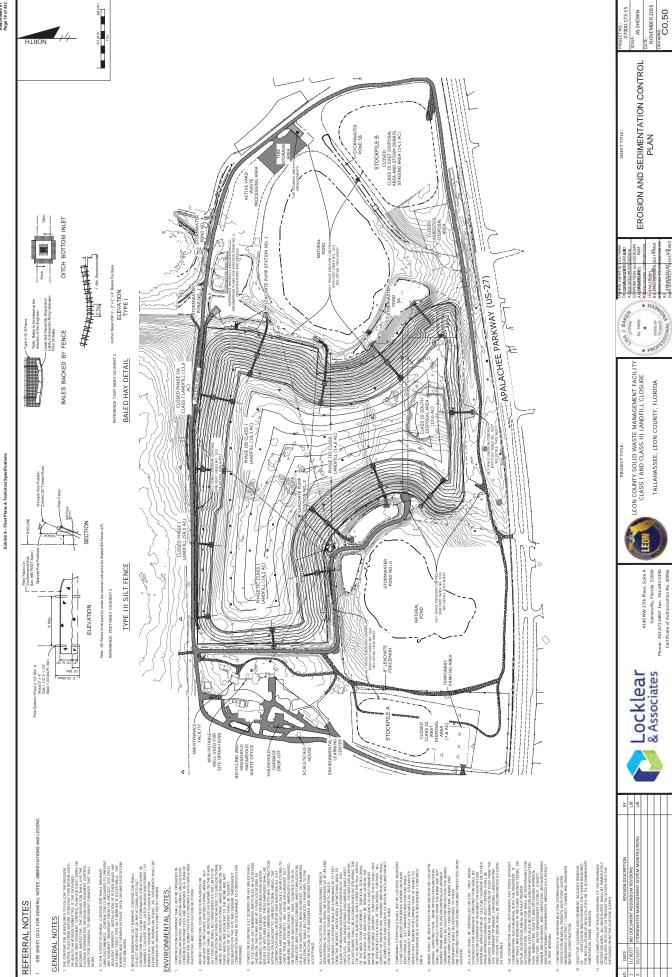
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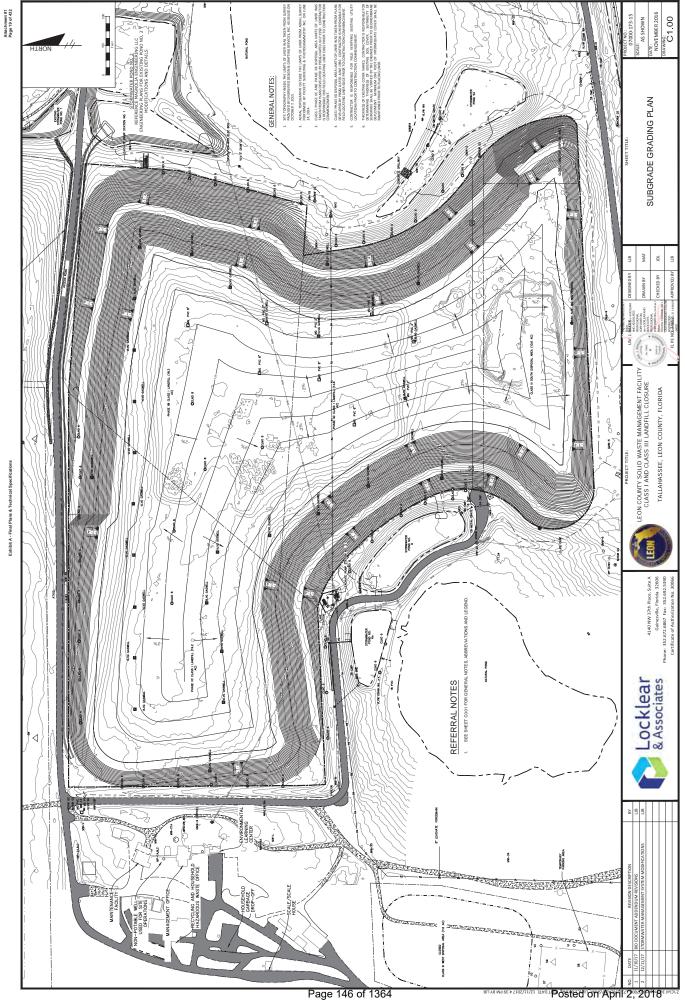


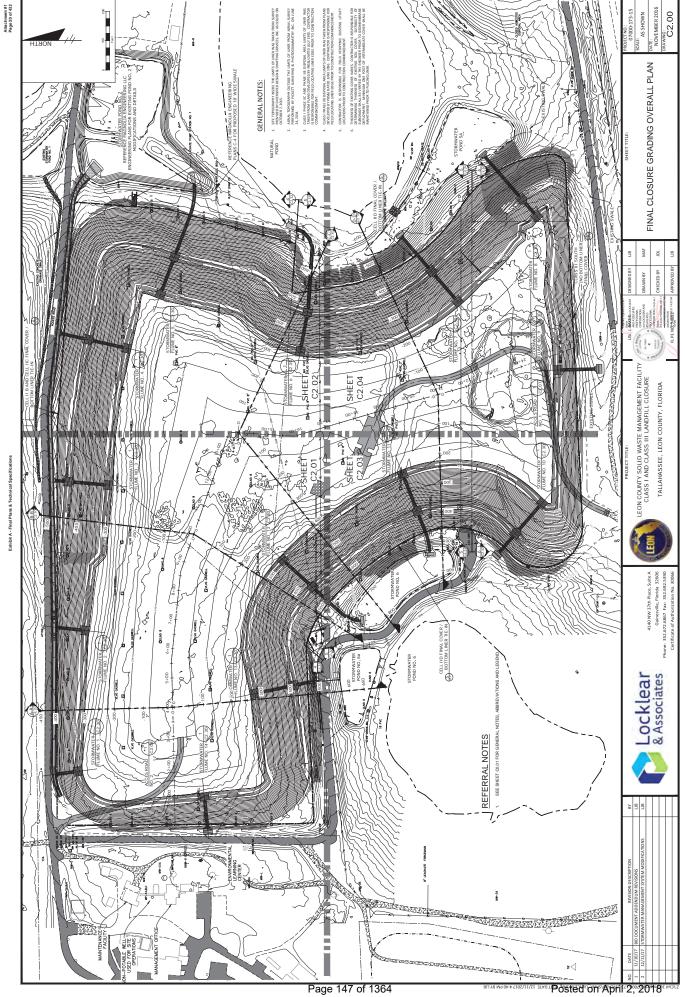


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Posted on April 2, 2018



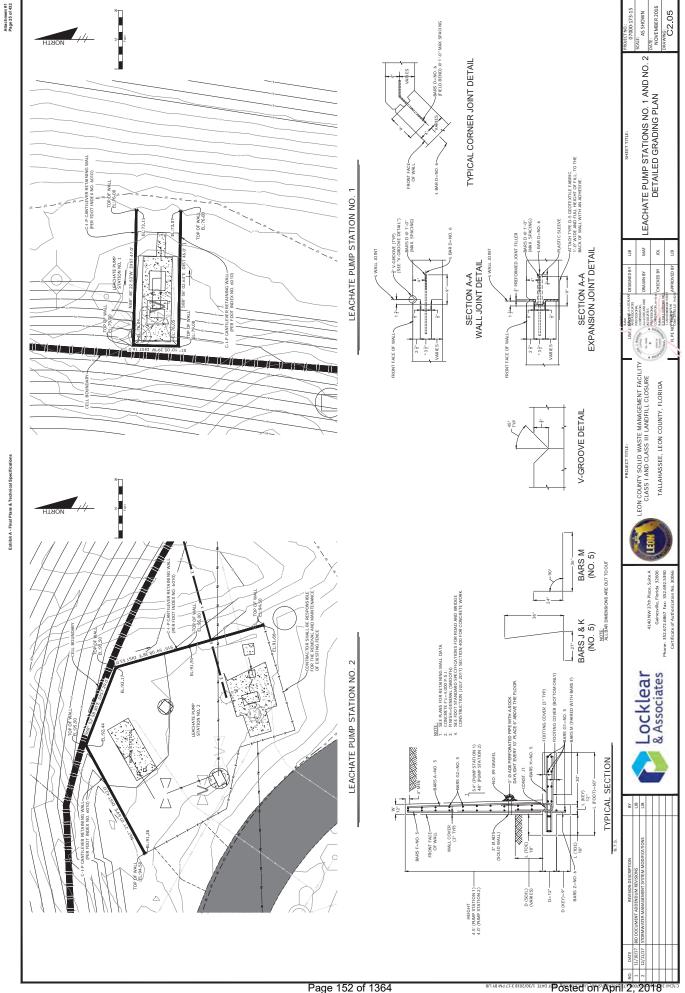


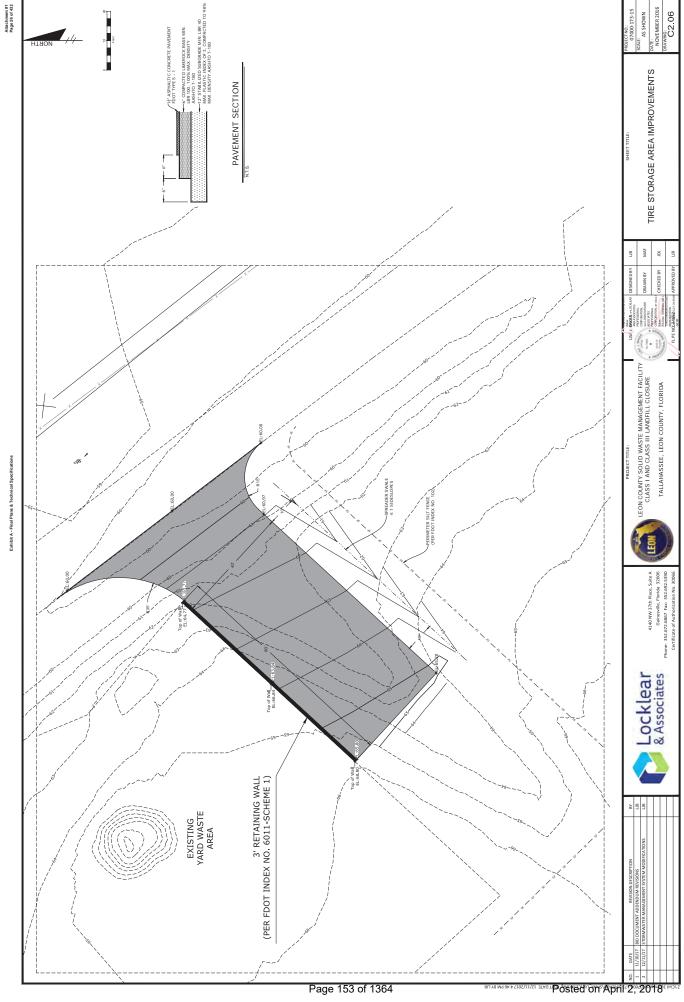
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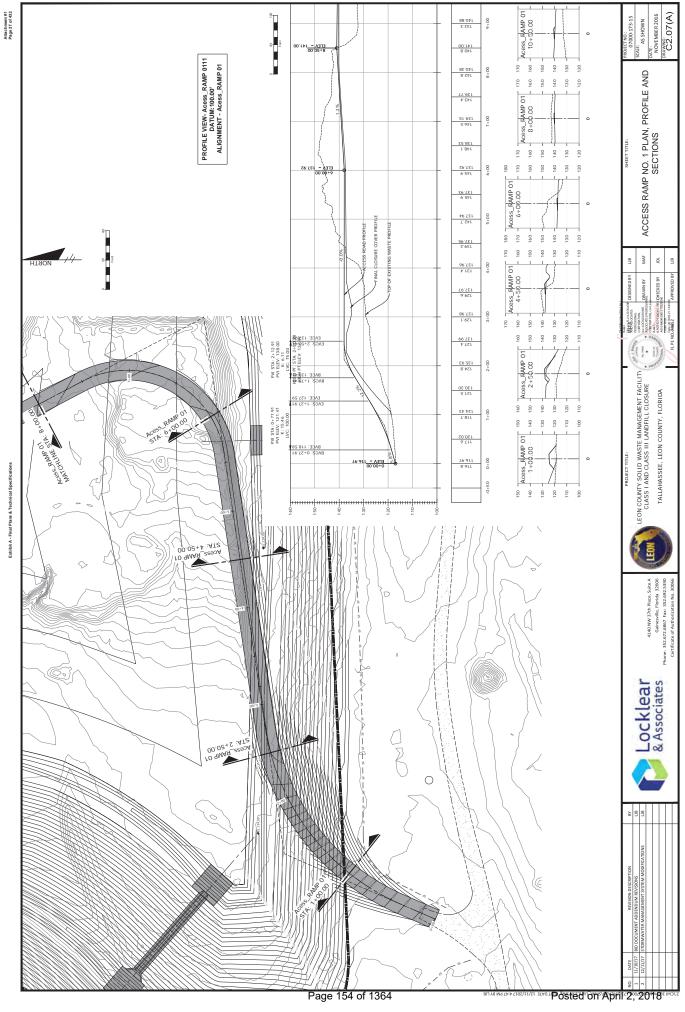


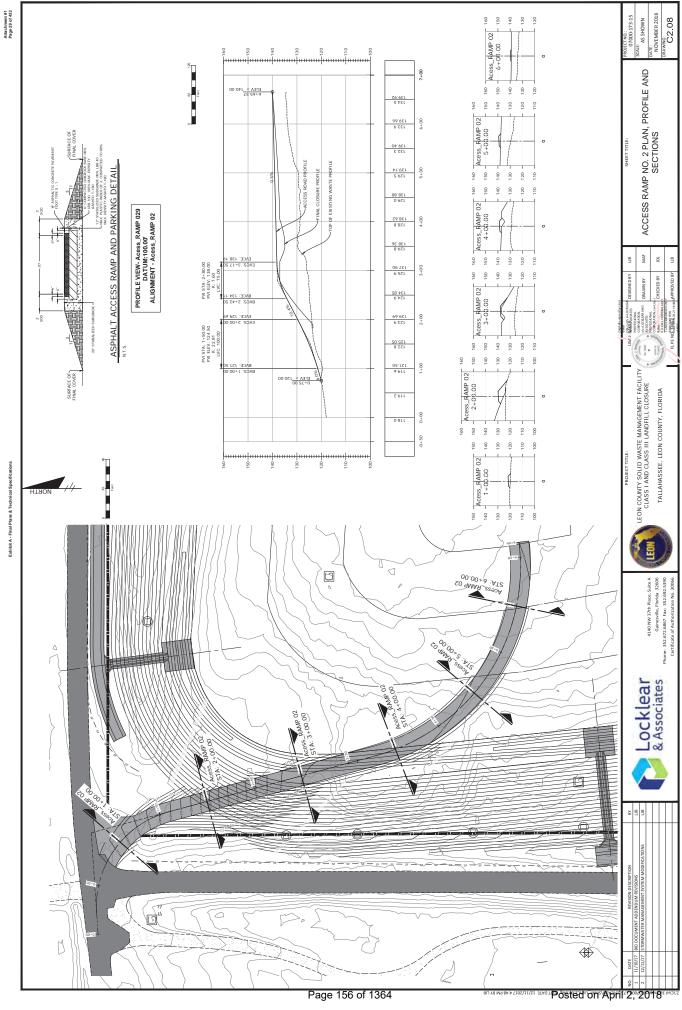
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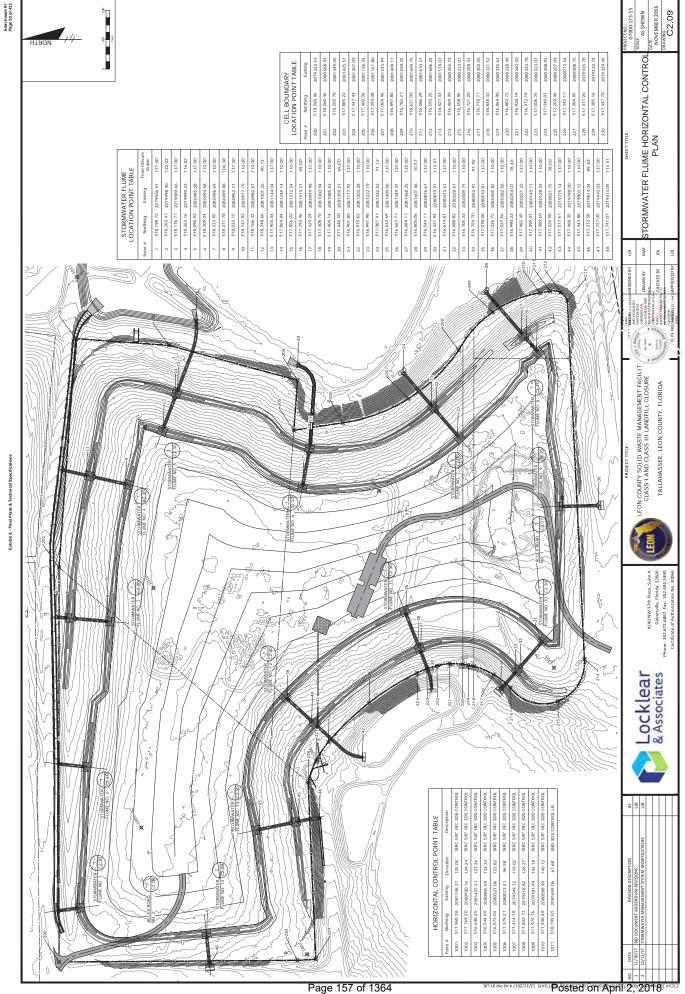
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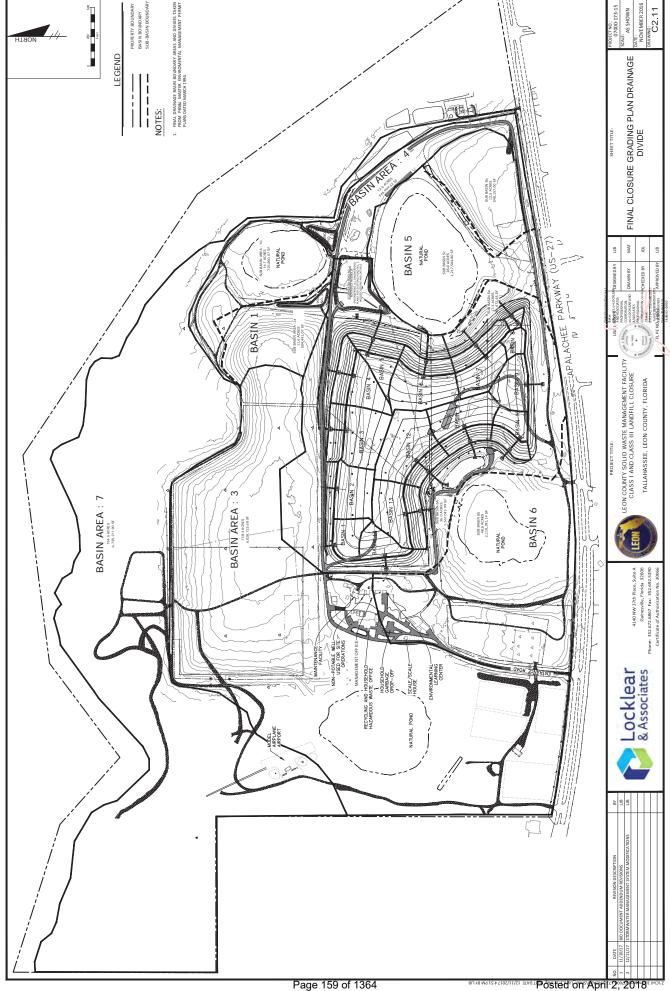




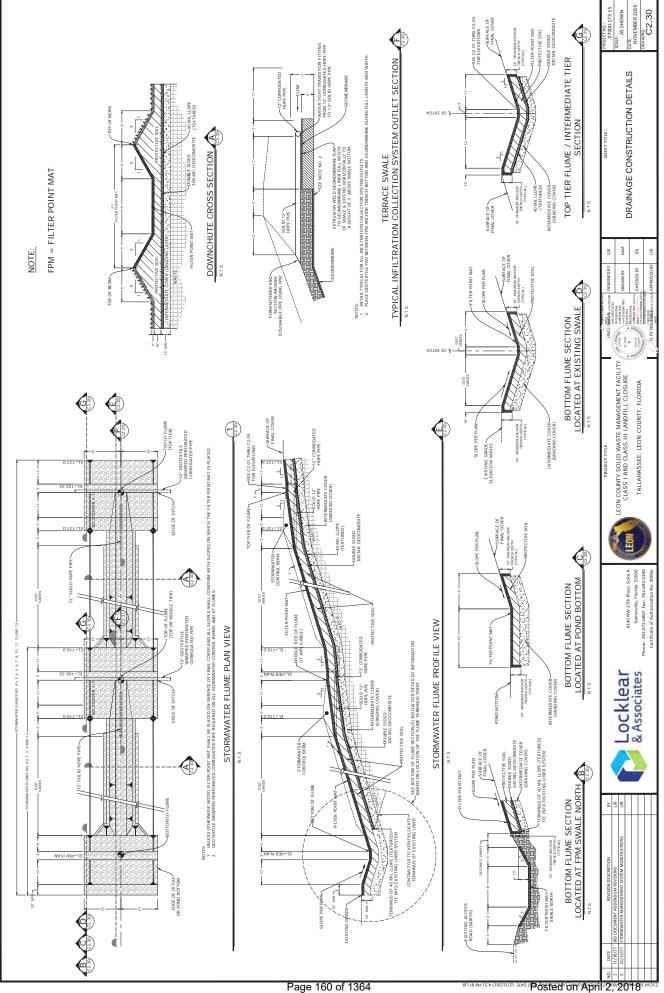




REVISED BID DOCUMENTS



Attachment #1 Page 32 of 432 Exhibit A - Final Plans & Technical Specifications

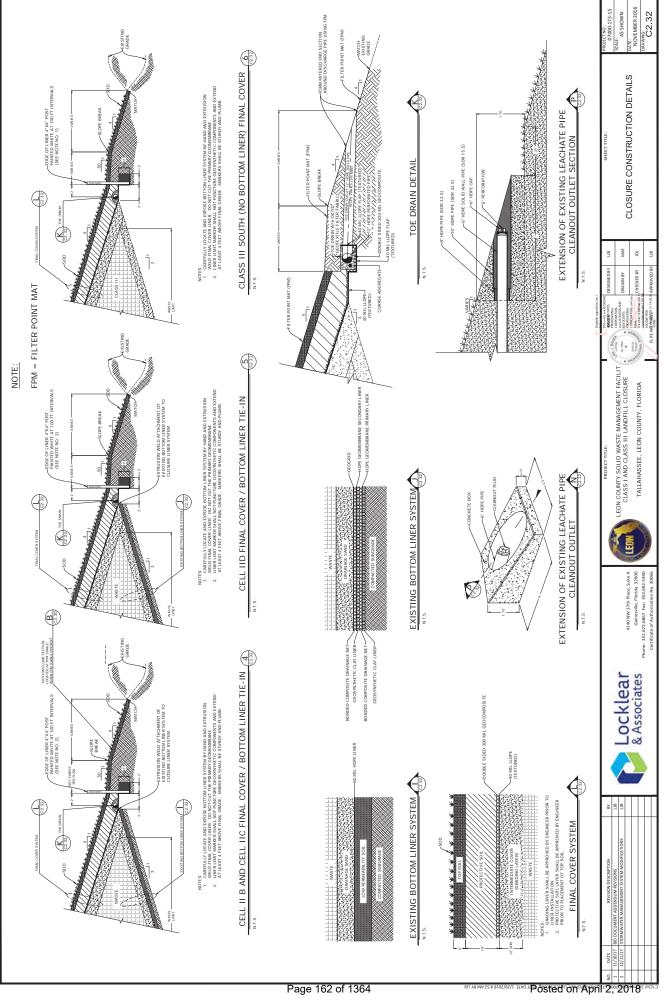


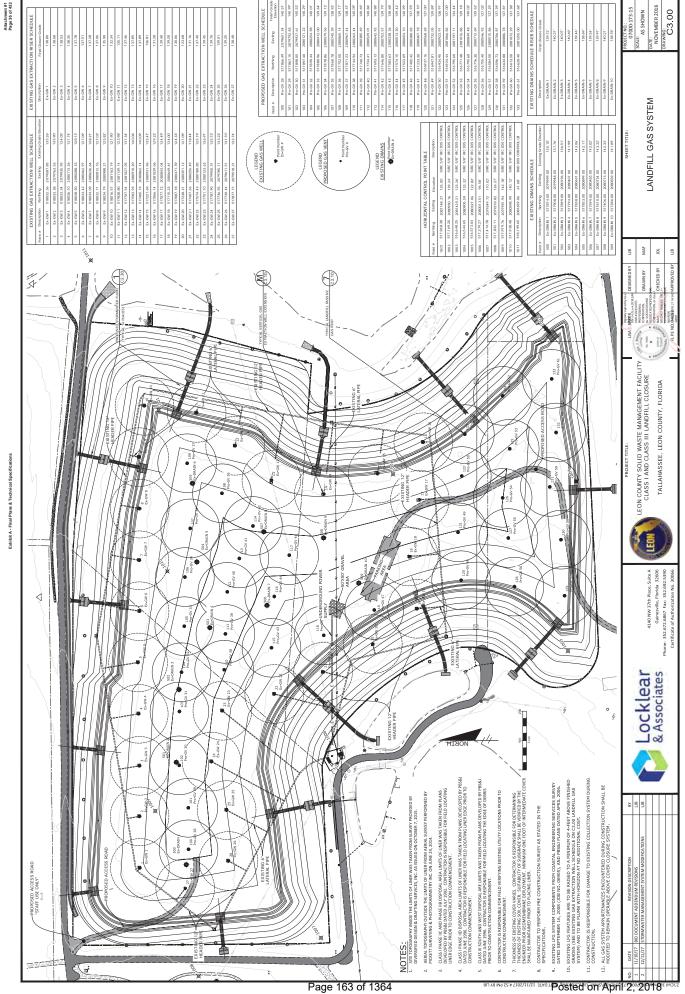
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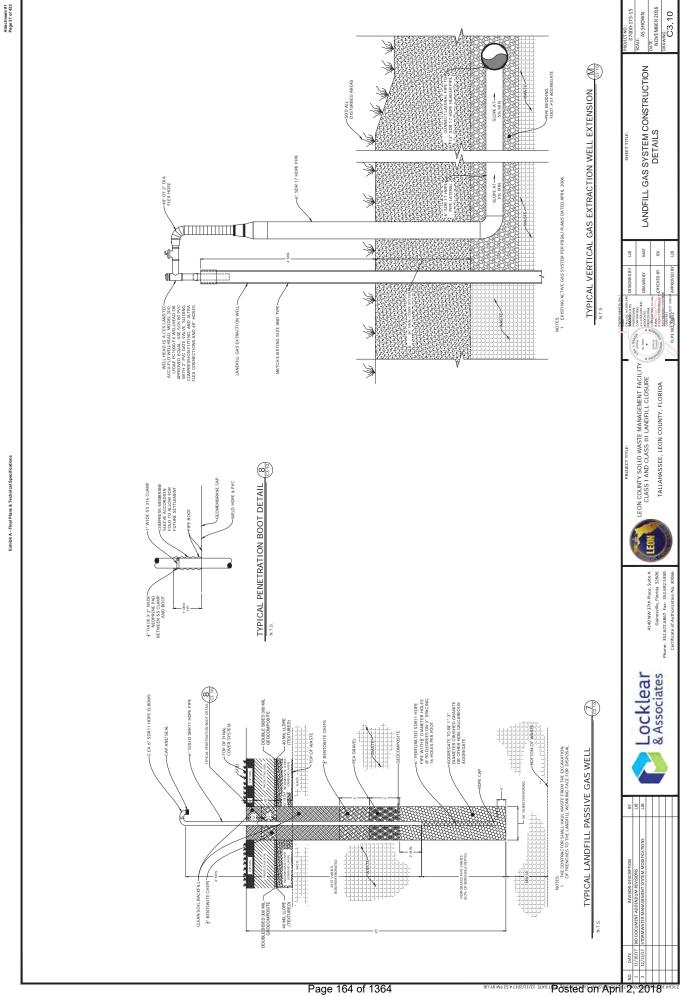
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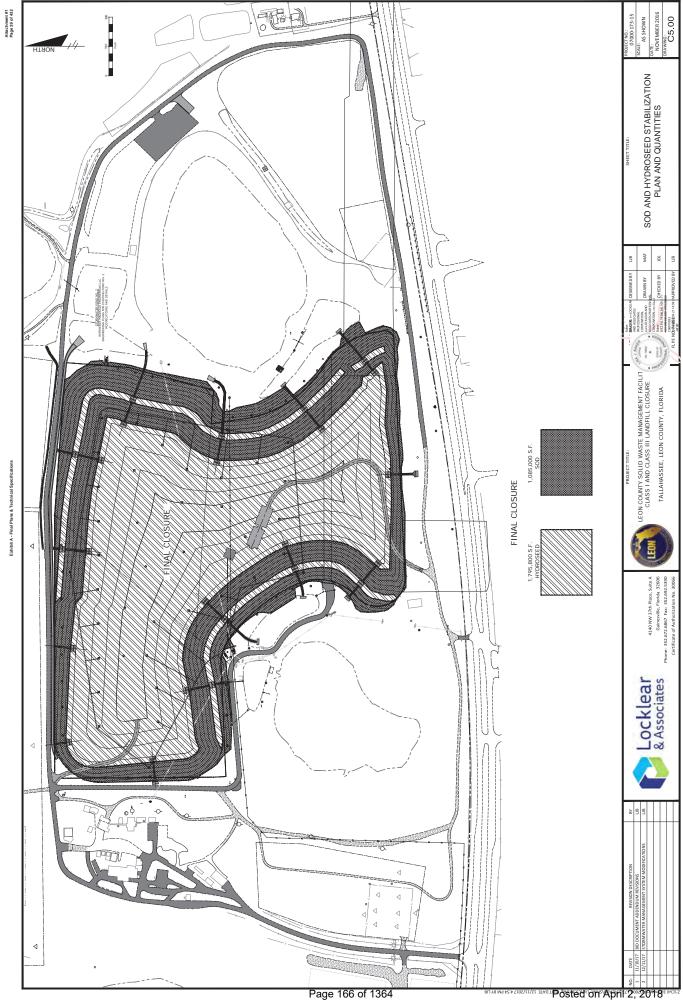
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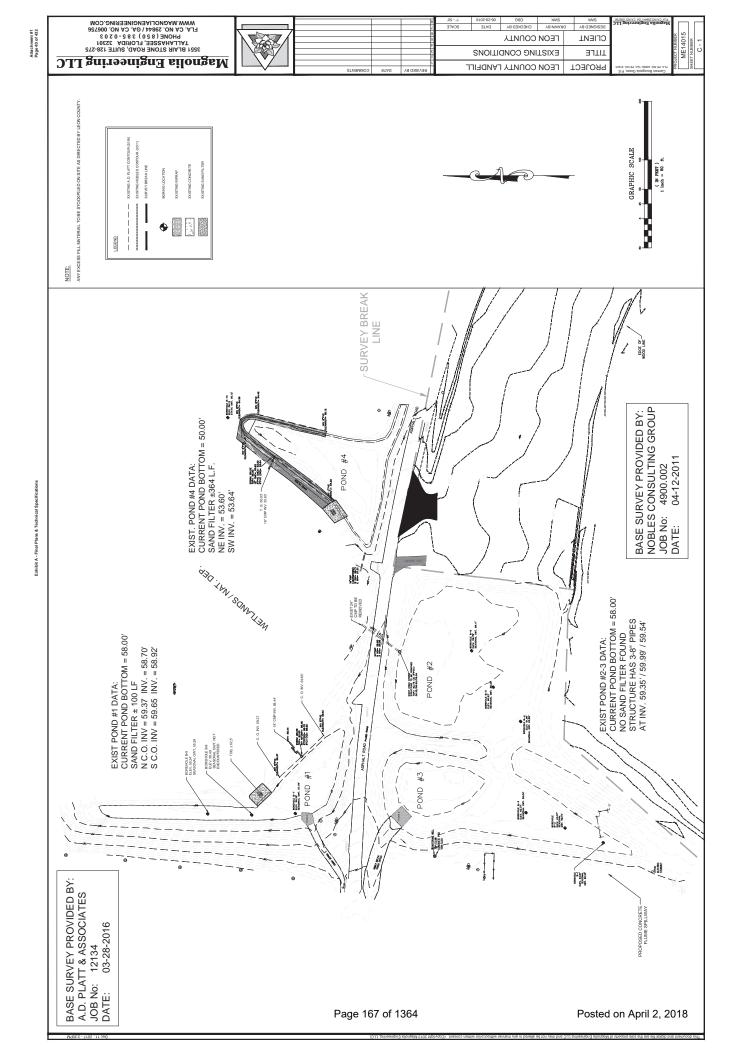
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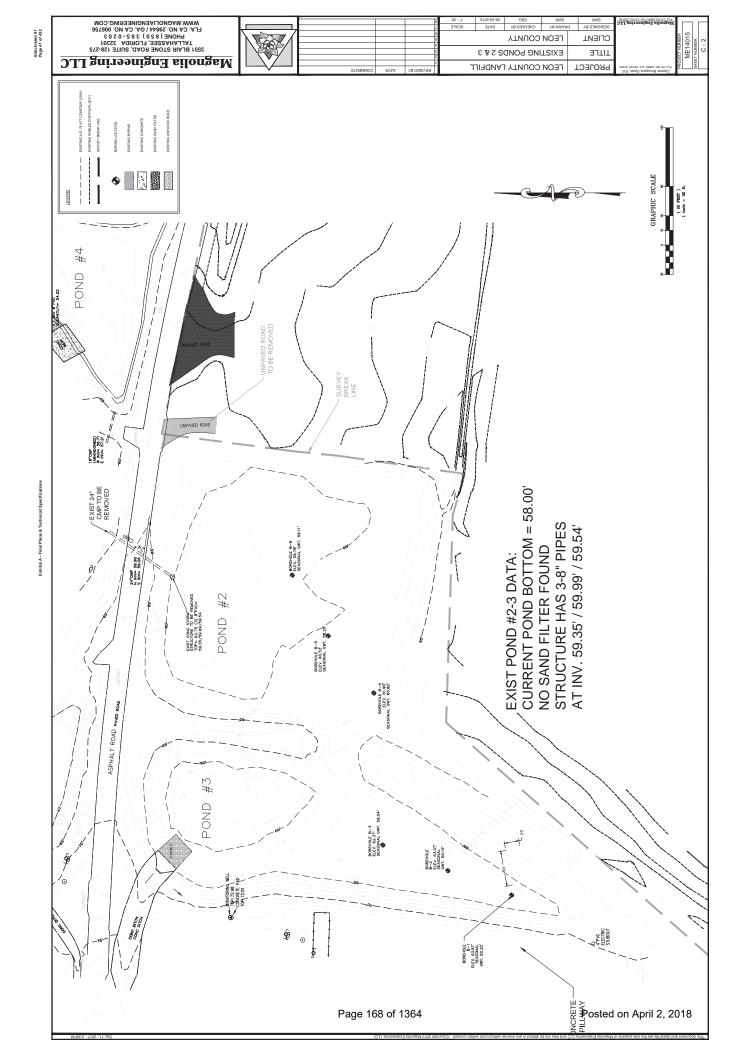


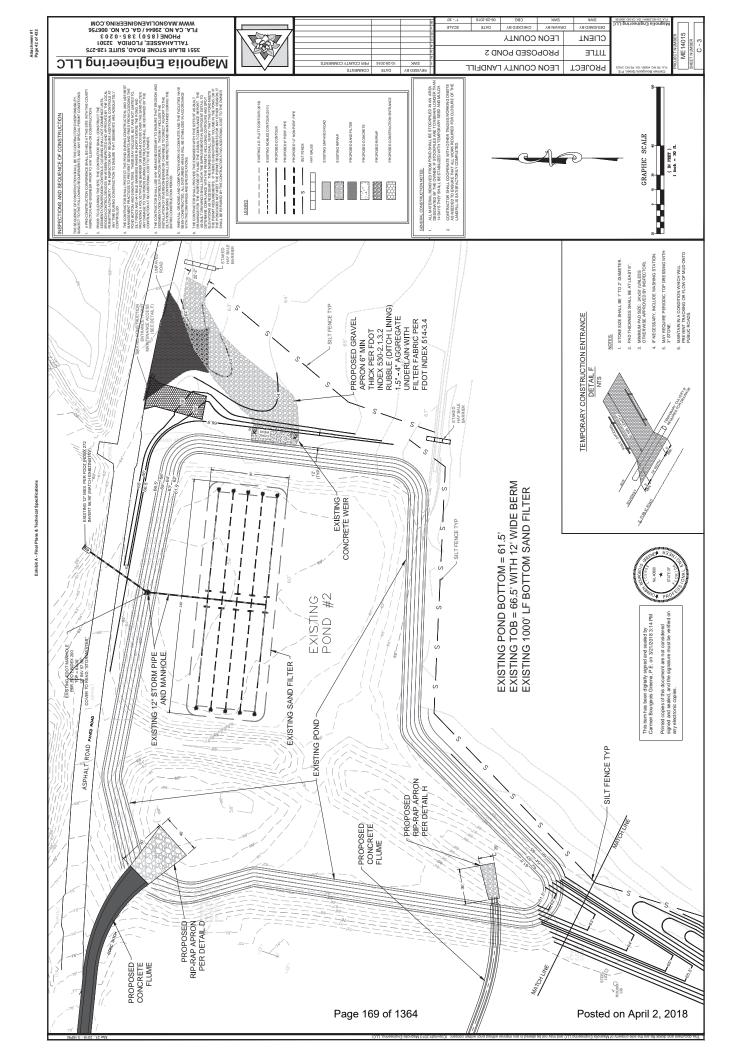


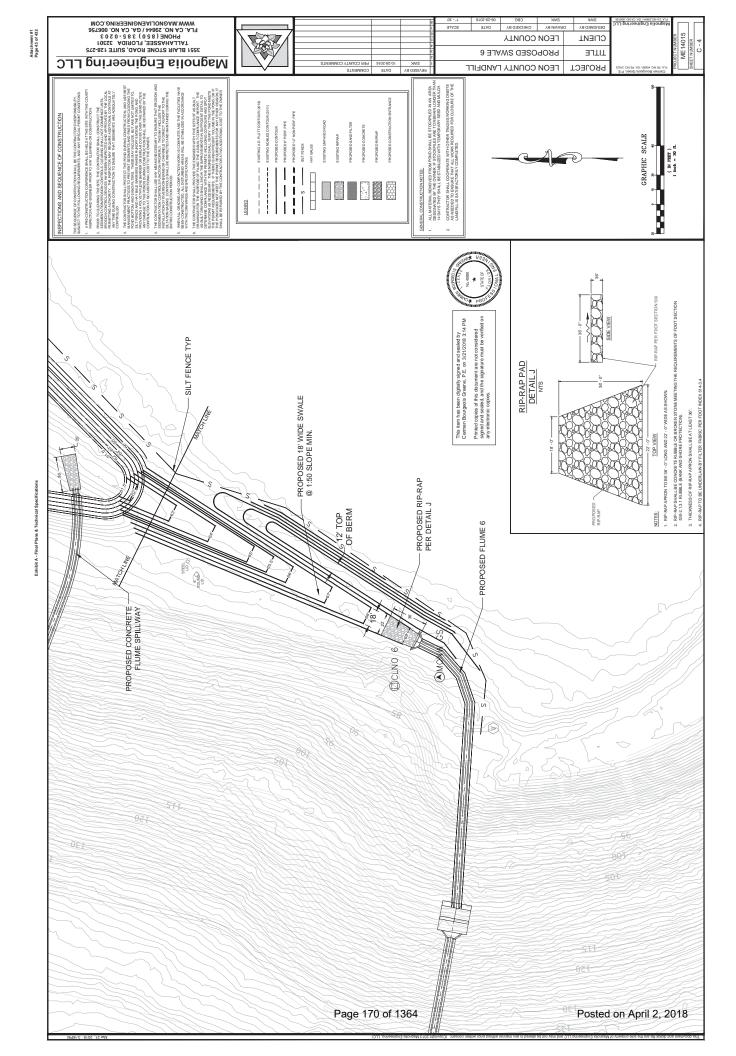


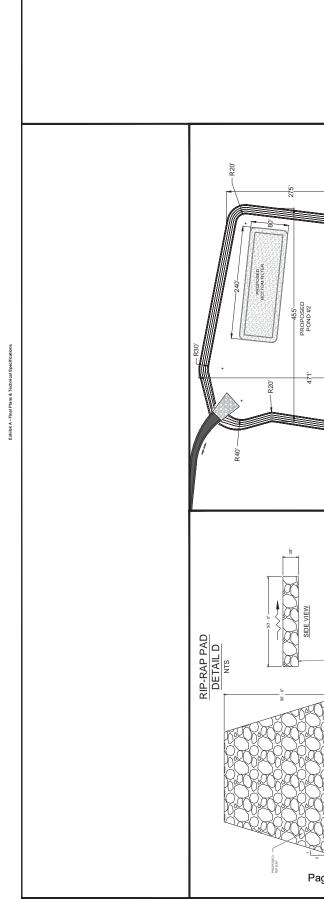


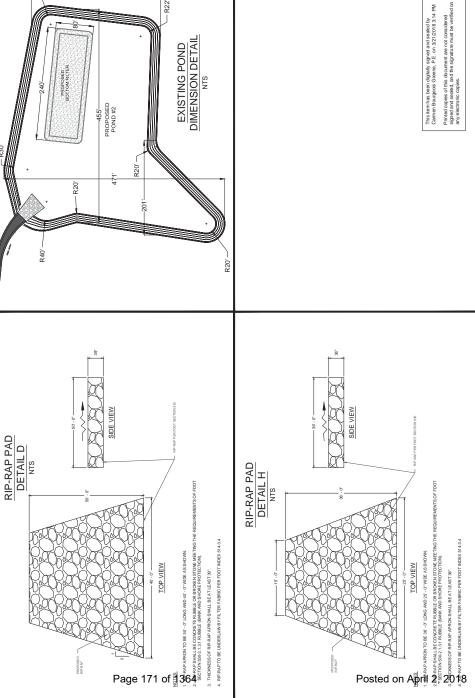














3551 BLAIR STONE ROAD, SUITE 128-275
TALLAHASEEF, FLORIDA 33301
PHONE (8 5 0 ) 3 8 5 - 0 2 0 3
FLA, CA NO, 29644 ( 6A, CA NO, 006756

Magnolia Engineering LLC

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02701	LLDPE GEOMEMBRANE LINER
02714	SODDING HYDROSEEDING LLDPE GEOMEMBRANE LINER GEOTEXTILE GEOCOMPOSITE  SODDING HYDROSEEDING LLDPE GEOMEMBRANE LINER No. 74652
02930	GEOCOMPOSITE Set No. 74652

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15060	HDPE PIPE AND PIPE FITTINGS
15079	CORRUGATED POLYETHYLENE PIPE

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# DIVISION 1 GENERAL REQUIREMENTS

# SECTION 01100 SUMMARY OF WORK

#### PART 1 GENERAL

# 1.01 GENERAL REQUIREMENTS

Unless otherwise specified on the construction drawings or specifications (Contract Documents), all work and the quality of materials shall conform to the referenced sections of the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction", "Supplemental Specifications" and "Roadway and Traffic Design Standards". Wherever references are made to other specifications, standards, or requirements, it shall be understood that the latest specifications, standards or requirements are intended and shall apply, except as otherwise specified or to the extent that said specifications, standards or requirements may be in conflict with applicable laws, ordinances, rules and regulations. Contractor shall retain on the job site copies of both standard FDOT documents. Basis of payment shall conform to Section 01200 of the General Requirements.

#### 1.02 DESCRIPTION OF THE PROJECT

- A. The Work to be performed generally consists of the closure of the Leon County Class I Landfill Phases II-B, II-C II-D and Class III South landfill. The Class III South landfill is adjacent to the Class I II-D cell and will be included as part of the Class I final closure system, site access roads, stormwater drainage facilities, earthwork and installation of a passive gas extraction system in accordance with the Contract Documents.
- B. Work shall include all surveying and record drawings, as required by the Florida Department of Environmental Protection (FDEP) and Leon County Development Support & Environmental Management Services.
  - 1. Testing shall be performed by Owner.
  - 2. Retest for failed tests shall be paid by Contractor and performed by Owner.
- C. All incidental, minor and miscellaneous items, Work, and materials not specified or shown, which are necessary to complete the indicated Work and to maintain and repair the Work, or which may be reasonably implied as included, shall be done and furnished by Contractor without extra charge to Owner.

#### 1.03 DRAWINGS AND SPECIFICATIONS

A. The drawings and specification divisions are an integrated part of the contract

documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawing sheets. The drawings and specifications establish minimum standards of quality for this project. Contractor shall take no advantage of any error or omission in the drawings or of any discrepancy between the drawings and/or specifications. In all cases of doubt as to the meaning of the drawings and specifications, the decision of the Engineer will be final and conclusive. Contractor shall notify Engineer upon discovery of any actual or perceived discrepancy in or between the drawings and specifications.

# 1.04 PERMITS AND REGULATING AGENCY APPROVALS

- A. Contractor's attention is drawn to the fact that certain permits and governmental agency approvals are required for various portions of the Work. The Owner has obtained a solid waste landfill closure construction permit from the FDEP and an environmental management permit (stormwater) from Leon County Development Support & Environmental Management. Copies of these permits are included in the Appendices. It shall be expressly understood that nothing in these contract documents shall lessen or modify any permit stipulation or condition of approval, and that it is the Contractor's responsibility to comply with all regulatory requirements affecting the Work, including any and all environmental requirements.
- B. Contractor shall be responsible for obtaining and complying with any and all local permits necessary to perform the Work. This shall include, but not be limited to: (i) sediment control permits and approved plans for off-site borrow pits or spoil areas; (ii) traffic and highway permits; and (iii) temporary building and/or electrical permits. The Contractor shall pay all costs and fees associated with obtaining the permits for which the Contractor is responsible.

# 1.05 CONSTRUCTION QUALITY ASSURANCE REQUIREMENTS

- A. All material incorporated into the Work shall be new and of the highest grade. All materials shall be handled and stored in accordance with manufacturer's recommendations.
- B. All Work will be monitored and tested by a Construction Quality Assurance (CQA) Consultant in accordance with the requirements of the CQA Plan.
- C. Contractor shall be aware of all testing activities outlined in the CQA Plan and shall account for these activities in the construction schedule.
- D. Contractor shall be responsible for cooperating with the CQA Consultant during all earthwork-related testing activities. Contractor shall provide equipment and labor to assist the CQA Consultant in sampling, if requested, and shall also provide access to all areas requiring testing. Contractor shall repair any damage to finished Work

caused by the CQA Consultant's sampling or testing activities.

- E. Contractor shall be responsible for cooperating with the CQA Consultant during all geosynthetic-related testing activities. Contractor shall provide equipment and labor to assist the CQA Consultant in sampling, if requested, and shall also provide access to all areas requiring testing. Contractor shall repair any damage to finished Work caused by the CQA Consultant's sampling or testing activities.
- F. Contractor shall be responsible for surveying and geometric control of the Work.
- G. Contractor (and its subcontractors, suppliers, manufacturers, etc.) shall abide by all qualification requirements identified in the CQA Plan.

#### PART 2 PRODUCTS

(Not Used)

#### PART 3 EXECUTION

#### 3.01 WORKING HOURS

- A. In addition to any applicable local ordinances or state laws affecting hours of operation, Work under this contract shall not be performed on Sundays or on state and/or national holidays, except in time of emergency, and then only under written permission from the Owner who shall be the sole judge as to the urgency of that situation. Work shall be performed during weekdays and Saturdays, the workday shall be limited to daylight hours.
- B. Should the Contractor deem it necessary to work on Sundays, holidays, or beyond daylight hours in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the Owner to do so. If, in the opinion of the Owner, the need is bona fide, he will authorize the Contractor to work such hours as may be necessary.
- C. If Contractor intends to install geomembrane between one hour before sunset and one hour after sunrise, Contractor shall notify Engineer and CQA Consultant in writing prior to the start of the Work. Contractor shall indicate additional precautions that shall be taken during these installation hours. Contractor's plan for installing geomembrane during these installation hours must be approved by Engineer and CQA Consultant before the start of the Work.
- D. No geomembrane repair, liner system construction, or earthwork construction, will be allowed between one hour before sunset and one hour after sunrise, unless approved by Engineer and CQA Consultant.

E. No surveying will be allowed between one hour before sunset and one hour after sunrise, unless approved by Engineer and CQA Consultant

#### 3.02 REIMBURSEMENT FEES

The following rates shall be applied as Owner's reimbursement of Engineer's fee to be paid by Contractor for expenses defined in Supplemental Conditions SC-6.02.C, SC-6.05.A.2.f, SC-6.17.F.2, SC-9.06.B, and SC-13.03.A.

A. Project Representative: \$82/hr
B. Construction Administrator: \$164/hr
C. Engineering Consultant: \$199/hr
D. Administrative Assistant: \$53/hr

## 3.03 CONTRACTOR'S USE OF SITE

- A. Contractor's access to Owner's property is limited to the project Work area as identified in the Contract Documents to include:
  - limits of disturbance of the landfill construction areas;
  - soil stockpile area;
  - equipment staging area; and
  - access roads.

## 3.04 PROTECTION OF EXISTING UTILITIES

- A. Contractor shall protect and/or support all existing utilities that are endangered by its operations and the cost for these activities will be taken to be included in the total contract price except as specified herein.
- B. Contractor shall submit to Owner for acceptance, complete details for each and every operation involving interruption of service of any existing utility, item of equipment, piping, building, structure, or similar existing items, a minimum of 14 days before said operation commences. Details shall include the proposed methods of construction, construction schedule, estimated times that items will be out of service, details of temporary bypass piping, bypass pumping equipment and controls, and other similar items deemed pertinent in the opinion of Owner. Contractor will not be permitted to commence said operations until acceptance is obtained from Owner.

## 3.05 PROTECTION OF WORK

- A. Contractor shall use all means necessary to protect all prior Work, including all materials and completed Work of other Sections.
- B. In the event of damage to Work performed by Contractor prior to Owner's

acceptance of the Work, Contractor shall immediately make all repairs and replacements necessary, to the approval of the CQA Consultant and at no additional cost to Owner.

#### PART 4 ABBREVIATIONS

# 4.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated. Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a list of applicable documents that apply to this contract.

American Association of State Highway and Transportation Officials (AASHTO) Formerly (AASHO)

American Concrete Institute (ACI)

American Institute of Steel Construction (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Standards Association (ASA)

American Society of Mechanical Engineers (ASME)

American Society of Testing and Material (ASTM)

American Water Works Association (AWWA)

American Welding Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc. (BOCA)

Construction Specifications Institute (CSI)

Federal Specification (FS)

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest English Edition (Standard Specifications)

FDOT Roadway and Traffic Design Standards Latest English Edition (FDOT Index)

National Bureau of Standards (NBS)

National Electrical Manufacturer's Association (NEMA)

National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)

Steel Structures Painting Council (SSPC)

Southern Standard Building Code (SSBC)

Underwriters' Laboratories, Inc. (UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding Safety

All local, state, county, or municipal building codes requirements of the Owner's Insurance

#### PART 5 SAFETY

#### 5.01 EXCAVATION

The attention of the Contractor is specifically directed to the excavation requirements in connection with the protection of all excavations and for the safety of all persons. Due to the character of the work, excavations for structures will, in places, be wide and deep; and the Contractor shall be required to keep all excavations protected at all times. When permitted to leave a trench open overnight, the Contractor shall, at his own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress. Contractor shall use suitable and adequate barricades warning signs shall be located where required.

## 5.02 TRENCH SAFETY ACT

The Contractor shall comply with all of the requirements of the Florida Trench Safety Act (Act) (Chapter 90-96, Building Construction Standards, Chapter 553, laws of Florida). The Contractor

shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act.

### 5.03 WORK IN AND AROUND LANDFILLS

All work shall be done in accordance with state and local requirements and the Occupational Safety and Health Act (OSHA) Safety and Health Standards, CFR 29, and shall conform to the Solid Waste Association of North America (SWANA), formerly GRCDA, National Landfill Gas Committee Health and Safety Guidelines and the Florida Department of Environmental Protection.

All applicable governmental regulations to ensure worker safety shall be followed. The Occupational Safety and Health Administration (OSHA) regulations for the Construction Industry (29 CFR 1926) shall be adhered to through all project phases. The Contractor shall be able to demonstrate compliance with applicable requirements of the following Standards for Construction:

### Subpart C-General Safety and Health Provisions

1926.21	Safety training and education.
1926.28	Personal protective equipment.
1926.34	Means of egress.
1926.35	Employee emergency action plans.

### Subpart D-Occupational Health and Environmental Controls

1926.50	Medical services and first aid.
1926.51	Sanitation.
1926.52	Occupational noise exposure.
1926.55	Gases, vapors, fumes, dusts, and mists.
1926.56	Illumination.
1926.57	Ventilation.
1926.59	Hazard communication.
1926.65	Hazardous waste operations and emergency response.

### Subpart E-Personal Protective and Life Saving Equipment

Criteria for personal protective equipment.
Occupational foot protection.
Head protection.
Hearing protection.
Eye and face protection.
Respiratory protection.
Safety belts, lifelines, and lanyards.

### Subpart F-Fire Protection and Prevention

1926.150	Fire protection.
1926.151	Fire prevention.
1926.154	Temporary heating devices.
1926.159	Employee alarm systems.
Subpart G-Sig	gns, Signals, and Barricades
1926.200	Accident prevention signs and tags.
1926.201	Signaling.
1926.202	Barricades.
Subpart H-Ma	aterials Handling, Storage, Use, and Disposal
1926.251	Rigging equipment for material handling.
1926.252	Disposal of Waste Material
Subpart I-Too	ls-Hand and Power
Subpart J-Wel	lding and Cutting
1926.352	Fire prevention.
1926.353	Ventilation and protection in welding, cutting, and heating.
1926.354	Welding, cutting, and heating in way of preservation coatings.
Subpart K-Ele	ectrical
Safety-Related	d Work Practices
1926.416	General requirements.
1926.417	Lockout and tagging of circuits.
Subpart L-Sca	affolding
1926.451	Scaffolding.
1926.453	Manually propelled mobile ladder stands and scaffolds (towers)
Subpart M-Fa	ll Protection
1926.502	Fall protection systems criteria and practices.
1926.503	Training requirements.

Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors

And Applicable Appendices.

### Subpart O-Motor Vehicles, Mechanized Equipment, and Marine Operations

1926.600	Equipment.
1926.601	Motor vehicles.
1926.602	Material handling equipment.
1926.603	Pile driving equipment.

### **Subpart P-Excavations**

1926.651	Specific excavation requirements.
1926.652	Requirements for protective systems.

And applicable Appendices

Subpart X-Stairways and Ladders

1926.1053 Ladders.1926.1060 Training requirements.

And Appendix A to Subpart X-Ladders

Subpart Z-Toxic and Hazardous Substances

In addition to the OSHA Construction Industry Standards the Contractor shall also comply with the General Industry Occupational Safety and Health Standards contained in 29 CFR Part 1910, which have been identified as also applicable to construction work.

All employee training requirements of part 1910 and part 1926 of Title 29 of the Code of Federal Regulations shall apply. The Contractor shall provide proof of employee training prior to initiating work. No employees are to be assigned to the project without documentation that appropriate health and the individual has completed safety training.

The Contractor shall designate a Site Safety and Health Supervisor who has specific training, knowledge, and experience in the area of industrial health and safety. The Site Safety and Health Supervisor shall be responsible to the employer and has the authority and knowledge necessary to implement the site safety and health plan, maintain required records, and verify compliance with applicable safety and health requirements.

The Site Safety and Health Supervisor shall have the authority to immediately cease all operations in the event that any OSHA Regulation is violated, worker protection provisions are not properly executed, or if operations present imminent danger to employee and/or public safety. The Site Safety and Health Supervisor shall notify the Engineer immediately of such action.

### **END OF SECTION**

### SECTION 01200 MEASUREMENT AND PAYMENT

### PART 1 GENERAL

### 1.01 **INTENT**

A completed, quality project, as intended by the general nature of the drawings and specifications, shall be produced whether or not any particular wording or direction is inadvertently omitted. Pay items listed on the Bid Form are for comparison of bids and may be used as a method of determining the value of work performed for partial payment requests.

### 1.02 UNIT PRICE QUANTITIES

Contractor shall be solely responsible for determining the quantities of each pay item necessary to complete the Work as required by the Contract Documents. The total bid price is based on estimated quantities indicated on the Cost/Rate Sheet and will control in awarding the Contract as provided in the Solicitation Instructions. The price stated on the Bid Form shall constitute full compensation for each pay item completed in accordance with the drawings and specifications. No other payments will be made to the Contractor except as specifically authorized by change order.

### PART 2 PAY ITEM DESCRIPTIONS

### 2.01 UNIT PRICE SCHEDULE

The descriptions provided in the following paragraphs are to be used by the Bidder in preparation of his bid proposal. They generally indicate how the major workscope items and their respective costs are to be separated into the line items listed in the Cost/Rate Sheet. These descriptions are not fully representative nor all inclusive of the work required to complete the project in accordance with the Contract Documents. It is the Bidder's responsibility to include costs within the most appropriate line item(s) of the Cost/Rate Sheet. The following descriptions are ordered in the same numeric sequence of the Cost/Rate Sheet.

### Item 1 – Mobilization, Demobilization, Insurance, Bonds and General Conditions

This item shall include and cover the costs for performance of construction preparatory and overhead operations, including, but not limited to, movement of personnel and equipment to and from the site, establishment of Contractor's storage areas and field office(s), sanitary facilities, project administration and management, insurance, bonds, Owner and Engineer indemnification, temporary utilities, site health and safety, environmental protection, all necessary permits and fees related to construction, and all other similar activities and facilities necessary for execution of this project. This item shall not exceed 10% of the total contract amount. Contractor will be paid 70% of the

lump sum price for this item upon completion of mobilization and general conditions. The remainder will be withheld from payment until the final invoice to ensure proper demobilization.

### <u>Item 2 – Surveying and Record Drawings</u>

This item shall be prorated based on the actual work accomplished each month by a Florida licensed Surveyor. Contractor shall submit proof of project survey work through subcontractor invoices of survey work products. The price shall include and cover the furnishing of all labor, materials, tools, supervision, transportation, and equipment necessary to perform project surveying work as specified in the Contract Documents and CQA Plan for all portions of the project including establishing survey control points, providing survey control during construction, and providing partial and final as-built documentation according to the requirements of the Contract Documents and as required by FDEP.

### Item 3 – Maintenance of Traffic

This item shall be prorated based on the contract schedule as agreed between Owner and Contractor. The price shall include the furnishing, installation, maintenance, and removal of all material, labor, tools and equipment needed to install and maintain the maintenance of traffic required to protect the Work, County personnel/representatives, citizens, Contractor employees and as required by the County and/or FDOT. The price shall include all materials, labor and equipment necessary to maintain maintenance of traffic at the site including performing daily inspections of construction areas and traffic routes.

### Item 4 - Installation and Maintenance of Soil Erosion and Sedimentation Control Measures

This item shall be prorated based on the contract schedule as agreed between Owner and Contractor. The price shall include the furnishing, installation, maintenance, and removal of all material, labor, tools and equipment needed to construct and maintain the erosion and sedimentation control measures required to protect the Work and as specified in the Contract Documents. The price shall include all materials, labor and equipment necessary to maintain sediment and erosion control at the site including performing weekly inspections of construction areas, install silt fence, stone check dams and riprap, seeding and mulching of disturbed areas, cleaning sediment accumulated behind the silt fence as needed, construct additional storm water control measures other than specified in the drawings, daily maintenance of storm water controlling devices and sediment removal from the existing sediment ponds to the cleanout elevation.

### <u>Item 5 – Soil Tracking Prevention Device</u>

This item shall be prorated based on the contract schedule as agreed between Owner and Contractor. The price shall include the construction, maintenance, replacement of materials, removal and restoration of the area utilized for the soil tracking prevention device (STPD); including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal water, rinsing and cleaning of the STPD and

cleaning of roads, grassing and sod. Associated hay bales and silt fence shall be paid for under Pay Item 4.

### Item 6 - Site Clearing, Grubbing and Removal of Existing Access Roads

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The lump sum price shall include all materials, equipment, labor, transportation, and appurtenances required to clear and grub the site as specified in the Contract Documents including clearing and disposing of vegetation on-site, removing the existing on-site access road and stockpiling material, removing rubbish and other objectionable material and disposing of the material on-site as directed by Owner, and all other activities necessary to prepare the project site for construction. No additional payment will be made for losses due to settlement, wastage, erosion, over- excavation, dewatering, waste excavation equipment breakdown, or protection of the Work.

### Item 7 – Excavation and Relocation of Existing Waste Material

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The price shall include all equipment, labor, transportation and appurtenances required to excavate and relocate waste in designated areas to achieve proposed grades and compaction as needed and as indicated on the Drawings. No additional payment will be made for losses due to settlement, wastage, erosion, over-excavation, dewatering, equipment breakdown, or protection of the Work. Unless Engineer has directed in writing, the site grading shall not vary from that indicated on the Drawings.

### Item 8 – Excavation, Hauling and Installation of General Fill Material

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The price shall include all equipment, labor, transportation and appurtenances required to relocate general fill from onsite stockpiles in designated areas to achieve proposed grades and compaction as needed and as indicated on the Drawings. No additional payment will be made for losses due to settlement, wastage, erosion, over-excavation, dewatering, equipment breakdown, or protection of the Work. Unless Engineer has directed in writing, the site grading shall not vary from that indicated on the Drawings.

### Item 9A – Excavation, Hauling and Installation of Intermediate Cover Material

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The price shall include all equipment, labor, transportation and appurtenances required to haul cover material from onsite stockpiles; install and grade intermediate cover to proposed grades; remove unsuitable overburden waste from the on-site stockpile; excavate and haul material from the on-site stockpile(s); remove oversize material per the specifications; remove rubbish and other objectionable material and disposing of the material on-site as directed by Owner; material placement and compaction as needed to achieve required grades; smooth rolling;

quality control surveying; and all other activities necessary to prepare the intermediate cover for placement of geomembrane. No additional payment will be made for losses due to settlement, wastage, erosion, over-excavation, dewatering, anchor trenches, equipment breakdown, removal of over-burden from on-site borrow sources, terraces or protection of the Work. Unless Engineer has directed in writing, site grading shall not vary from that indicated on the Drawings.

### Item 9B – Excavation, Hauling and Installation of Intermediate Cover Material

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The price shall include all equipment, labor, transportation and appurtenances required to haul cover material from the County owned F.A. Ash Borrow Pit; install and grade intermediate cover to proposed grades; remove unsuitable overburden waste from the onsite stockpile; excavate and haul material from the on-site stockpile(s); remove oversize material per the specifications; remove rubbish and other objectionable material and disposing of the material onsite as directed by Owner; material placement and compaction as needed to achieve required grades; smooth rolling; quality control surveying; and all other activities necessary to prepare the intermediate cover for placement of geomembrane. No additional payment will be made for losses due to settlement, wastage, erosion, over-excavation, dewatering, anchor trenches, equipment breakdown, removal of over-burden from on-site borrow sources, terraces or protection of the Work. Unless Engineer has directed in writing, site grading shall not vary from that indicated on the Drawings.

### <u>Item 10 – Excavation, Hauling and Installation of Protective Soil Material</u>

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The price shall include all equipment, labor, transportation and appurtenances required to haul protective soil material from the County owned F.A. Ash Borrow Pit; install and grade protective soil cover to proposed grades; remove unsuitable overburden waste from the on-site stockpile; excavate and haul material from the on-site stockpile(s); remove oversize material per the specifications; remove rubbish and other objectionable material and disposing of the material on-site as directed by Owner; material placement and compaction as needed to achieve required grades; smooth rolling; quality control surveying; and all other activities necessary to prepare the protective cover over the geomembrane system. No additional payment will be made for losses due to settlement, wastage, erosion, over-excavation, dewatering, anchor trenches, equipment breakdown, removal of over-burden from on-site borrow sources, terraces or protection of the Work. Unless Engineer has directed in writing, site grading shall not vary from that indicated on the Drawings.

### Item 11 – Hauling and Installation of Top Soil Material

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The price shall include all equipment, labor, transportation and appurtenances required to haul top soil material from the County owned F.A. Ash Pit; remove unsuitable overburden waste from the on-site stockpile; remove oversize material per the

specifications; remove rubbish and other objectionable material and disposing of the material on-site as directed by Owner; mix the on-site top soil with yard waste/mulch, strip; install and grade top soil cover to proposed grades; compact as needed to achieve required grades; smooth rolling; quality control surveying; and all other activities necessary to prepare the top soil layer. No additional payment will be made for losses due to settlement, wastage, erosion, over-excavation, dewatering, equipment breakdown, or protection of the Work. Unless Engineer has directed in writing, site grading shall not vary from that indicated on the Drawings.

### Item 12 - Furnish and Install 40-mil Textured LLDPE Geomembrane

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or the Engineer's representative. The price shall include all materials, equipment, labor, transportation, testing, surveying and appurtenances required to furnish and install the textured geomembrane, locate the existing liner system tie-in location, construct closure tie-in to the existing bottom liner, anchor trenches, structural fill, edge of liner markers and quality control surveying. No additional payment will be made for losses due to settlement, wastage, compaction, erosion, over-excavation, seaming, testing, necessary overlaps, pipe boots, replacement of damaged or rejected material, dewatering, equipment breakdown, repairs to existing bottom liner or protection of the Work.

### <u>Item 13 - Furnish and Install Geocomposite</u>

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials (including but not limited to the ties and thread), equipment, labor, transportation and testing required to furnish and install the geocomposite as described in the Contract Documents and to the dimensions shown on the Drawings. No additional payment will be made for losses due to settlement, wastage, necessary overlaps, seaming, joining, testing, anchor trench, pipe boots, replacement of rejected or damaged materials, dewatering or protection of the Work.

# <u>Item 14 - Furnish and Install 12" HDPE Perforated Pipe (Toe Drain and Terrace Swale Underdrain System)</u>

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, transportation, and all else required to furnish and install the toe and terrace underdrain system twelve-inch (12") HDPE perforated pipe. No additional payment will be made for losses due to wastage replacement of rejected material or protection of the Work. No payment will be made for temporary drainage channels, sumps, basins, or any other interim measures needed to control stormwater, erosion, sedimentation, or the like, surveying, or for other measures to protect the Work.

# <u>Item 15 - Furnish and Install 12" HDPE Solid Pipe (Toe Drain and Terrace Swale Underdrain System)</u>

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, transportation, and all else required to furnish and install the toe and terrace underdrain system twelve-inch (12") HDPE solid pipe. No additional payment will be made for losses due to wastage replacement of rejected material or protection of the Work. No payment will be made for temporary drainage channels, sumps, basins, or any other interim measures needed to control stormwater, erosion, sedimentation, or the like, surveying, or for other measures to protect the Work.

## <u>Item 16 - Furnish and Install Geotextile Filter Fabric (Toe Drain and Terrace Swale Underdrain System</u>

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, transportation, and all else required to furnish and install the woven geotextile separation layer for the toe drain and terrace swale underdrain system at the specified locations and slopes. No additional payment will be made for losses due to wastage replacement of rejected material or protection of the Work. No payment will be made for temporary drainage channels, sumps, basins, or any other interim measures needed to control stormwater, erosion, sedimentation, or the like, surveying, or for other measures to protect the Work.

### Item 17 - Furnish and Install Aggregate (Toe Drain and Terrace Swale Underdrain System

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, transportation, and all else required to furnish and install the aggregate for the toe drain and terrace swale underdrain system at the specified locations and slopes. No additional payment will be made for losses due to wastage replacement of rejected material or protection of the Work. No payment will be made for temporary drainage channels, sumps, basins, or any other interim measures needed to control stormwater, erosion, sedimentation, or the like, surveying, or for other measures to protect the Work.

### Item 18 - Furnish and Install Sodding

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing, transportation, and all else required to install sodding as described in Section 02485 and Drawings.

### Item 19 - Furnish and Install Hydroseeding

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing,

transportation, and all else required to install hydroseeding as described in Section 02486 and Drawings.

### Item 20 - Furnish and Install Fabric Formed Concrete (Flumes)

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, transportation, and appurtenances required to furnish and install the fabric formed concrete downchute system as specified in Section 02095 and to the dimensions shown on the Drawings. No additional payment will be made for losses due to settlement, wastage, compaction, over-excavation, replacement of rejected material, dewatering, changes in material suppliers, equipment breakdown, or protection of the Work. No payment will be made for temporary drainage channels, sumps, basins, or any other interim measures needed to control stormwater, erosion, sedimentation, or the like, or for other measures to protect the Work.

### Item 21 - Furnish and Install Fabric Formed Concrete (North and South Swales Adjacent to Landfill)

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, transportation, and appurtenances required to furnish and install the fabric formed concrete conveyance system as specified in Section 02095 and to the dimensions shown on the Drawings. No additional payment will be made for losses due to settlement, wastage, compaction, over-excavation, replacement of rejected material, dewatering, changes in material suppliers, equipment breakdown, or protection of the Work. No payment will be made for temporary drainage channels, sumps, basins, or any other interim measures needed to control stormwater, erosion, sedimentation, or the like, or for other measures to protect the Work.

### Item 22 – Install Perimeter Channels and Stormwater Management Improvements

This item will be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to install the perimeter channels, and stormwater management system improvements as shown on the Drawings and in accordance with the technical Specifications. This work shall include, but not be limited to grading of the perimeter channels and stormwater ponds to the specified drainage slopes and elevations, excavation and other foundation preparation, backfill and compaction to design grades, quality control surveying and dewatering. The lump sum proposed shall be full compensation for performing the Work required. Payment will be on a lump sum basis, wherein no measurement will be made. Payments for this lump sum item will be made based on the value of materials furnished or services and work completed using estimates provided by Contractor and approved by Engineer.

### Item 23 – Existing Gas Extraction Wells & Drains Extension

This item will be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This shall consist of furnishing and installing all necessary materials, equipment, and labor and services to extend the existing gas extraction wells and all appurtenances, quality control surveying, and all other work required for a complete and acceptable connection according to the Drawings and Specifications for this project. Payments for this item will be made based on the value of the services and work completed by Contractor and approved by Engineer.

### Item 24 – Installation of Passive Gas Wells

This item will be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This shall consist of furnishing and installing all necessary materials, equipment, and labor and services to install the landfill gas piping including excavation, trenching, backfilling, soil compaction, fittings, piping, pipe location markings, testing incidentals, quality control surveying, and all other work required for a complete and acceptable installation according to the Drawings and Specifications for this project. Payments for this lump sum item will be made based on the value of the services and work completed provided by Contractor and approved by Engineer.

### <u>Item 25 – Existing Leachate Collection System Clean Out Extension</u>

This item will be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This shall consist of furnishing and installing all necessary materials, equipment, and labor and services to extend the existing leachate collection clean out system, concrete box and all appurtenances, quality control surveying, and all other work required for a complete and acceptable connection according to the Drawings and Specifications for this project. Payments for this item will be made based on the value of the services and work completed by Contractor and approved by Engineer.

### Item 26 – Asphalt Pavement (Yard Waste Area)

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing, transportation and all else required to install pavement at the yard waste area as shown on the Drawings including: asphalt concrete pavement, finish grading of shoulders and quality control surveying. No additional payment will be made for losses due to settlement, repairs, compaction, erosion, testing, replacement of damaged or rejected work, or protection of the Work.

### Item 27 – Compacted Limerock Base (Yard Waste Area)

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing, transportation, and all else required to construct the compacted limerock base at the yard waste area

as shown on the Drawings. No additional payment will be made for losses due to settlement, repairs, compaction, erosion, testing, replacement of damaged or rejected work, or protection of the Work.

### Item 28 – Stabilized Subgrade (Yard Waste Area)

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing, transportation, and all else required to construct the stabilized subgrade at the yard waste area as shown on the Drawings including excavating and hauling material for structural fill and stabilized subgrade from the on-site stockpile. No additional payment will be made for losses due to settlement, repairs, compaction, erosion, testing, replacement of damaged or rejected work, or protection of the Work.

### Item 29 – Asphalt Pavement (Access Road)

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing, transportation, and all else required to install pavement at the yard waste area as shown on the Drawings including: asphalt concrete pavement, finish grading of shoulders and quality control surveying. No additional payment will be made for losses due to settlement, repairs, compaction, erosion, testing, replacement of damaged or rejected work, or protection of the Work.

### <u>Item 30 – Compacted Limerock Base (Access Road)</u>

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing, transportation, and all else required to construct the compacted limerock base at the yard waste area as shown on the Drawings. No additional payment will be made for losses due to settlement, repairs, compaction, erosion, testing, replacement of damaged or rejected work, or protection of the Work.

### Item 31 – Stabilized Subgrade (Access Road)

This item shall be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. The price shall include all materials, equipment, labor, testing, transportation, and all else required to construct the stabilized subgrade at the yard waste area as shown on the Drawings including excavating and hauling material for structural fill and stabilized subgrade from the on-site stockpile. No additional payment will be made for losses due to settlement, repairs, compaction, erosion, testing, replacement of damaged or rejected work, or protection of the Work.

### Item 32 – Retaining Wall Located at the Yard Waste Area

This item will be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This shall consist of furnishing and installing all necessary materials,

equipment, labor and services for permanent retaining wall systems in accordance with the lines, grades, design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction required specifically for wall construction, backfill reinforcement, leveling pad, footings, copings, fabric material, horizontal joint materials, alignment pins, repairs, testing incidentals, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### Item 33 – Retaining Wall Located at the Leachate Pump Stations

This item will be prorated based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This shall consist of furnishing and installing all necessary materials, equipment, labor and services for permanent retaining wall systems in accordance with the lines, grades, design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction required specifically for wall construction, backfill reinforcement, leveling pad, footings, copings, fabric material, horizontal joint materials, alignment pins, repairs, testing incidentals, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### Item 34 – Ditch Bottom Inlet – Type C

This item will be based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This item shall consist of furnishing and installing all necessary materials, equipment, labor and services for Ditch Bottom Inlet Type C in accordance with the lines, grades, design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction required specifically for inlet installation, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### <u>Item 35 – Ditch Bottom Inlet – Type D</u>

This item will be based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This item shall consist of furnishing and installing all necessary materials, equipment, labor and services for Ditch Bottom Inlet Type D in accordance with the lines, grades, design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction required specifically for inlet installation, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### Item 36 – Reinforced Concrete Pipe

This item will be based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This item shall consist of furnishing and installing all necessary materials, equipment, labor and services for reinforced concrete pipe in accordance with the lines, grades,

design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction required specifically for pipe installation, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### Item 37 – Mitered End Section

This item will be based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This item shall consist of furnishing and installing all necessary materials, equipment, labor and services for mitered end section in accordance with the lines, grades, design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction required specifically for mitered end section installation, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### Item 38 – Gravel Pad (Airfield Area)

This item will be based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This item shall consist of furnishing and installing all necessary materials, equipment, labor and services for construction of the gravel pad area in accordance with the lines, grades, design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction, geotextile filter fabric required specifically for gravel pad construction, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### Item 39 – Electric Conduit (Airfield Area)

This item will be based on actual work accomplished as documented by the Engineer and/or Engineer's representative. This item shall consist of furnishing and installing all necessary materials, equipment, labor and services for electric conduit pipe in accordance with the lines, grades, design, and dimensions shown in the Drawings and Specification. Excavation, backfilling, soil compaction required specifically for pipe installation, quality control surveying, and all other work is included in this bid item as required for a complete and acceptable installation according to the Drawings and Specifications.

### Item 40 – Owner Contingency Allowance

This item shall be used for payment of additional Work, directed by the Engineer and authorized by the Owner that is not included in the other Bid Items on the Cost/Rate Sheet. The Owner Contingency Allowance, or portion thereof, shall not be paid to the Contractor except for additional Work ordered in writing by the Engineer. A cost proposal shall be prepared by the Contractor for each proposed additional Work directive in accordance with the General and Supplemental Conditions. The total amount, if any, of Owner Contingency Allowance funds to be paid to the

Contractor shall be the total amount agreed to, approved and ordered performed, which shall not necessarily be the total amount in the Bid.

### Item 41 – Boring Refusal Unit Cost

Payment will be made at the unit price per linear foot listed in the Cost/Rate Sheet for this item. The unit price shall consist of all necessary materials, equipment, and labor necessary to relocate the boring equipment and drilling the relocated passive gas well borehole in the event the original borehole location cannot be penetrated. Engineer approval is required prior to original well drilling location abandonment.

END OF SECTION

### **Exhibit A - Final Plans & Technical Specifications**

Attachment A - Cost/Rate Sheet

ITB# BC-10-25-16-02 Closure of the Leon County Solid Waste Facility Class I Landfill Phases II-B, II-C II-D and Class III South Closure

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

Bidder is to understand that the total bid price is based on estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Bid Form for various items are estimated only and may be increased or decreased as provided in the Contract. The Engineer's Estimated Quantities are for information only and do not include fluff factors, installation techniques, material waste, etc.

### PART 1 GENERAL

Item No.	Description	TI:4	Engineer's Estimated Quantities	Unit Price	Contractor's Estimated Quantities	Amount
	Description Description	Unit	Quantities	Unit Price	Quantities	Amount
1	Mobilization, Demobilization, Insurance, Bonds & General Conditions (<10% of Bid)	LS	1	\$	1	\$
2	Survey and Record Drawings	LS	1	\$	1	\$
3	Maintenance of Traffic	LS	1	\$	1	\$
4	Installation and Maintenance of Soil Erosion and Sedimentation Control Measures	LF	16,209	\$		\$
5	Soil Tracking Prevention Device	EA	1	\$		\$
6	Site Clearing, Grubbing and Removal of Existing Access Roads	LS	1	\$	1	\$
7	Excavation and Relocation of Existing Waste Material	CY	165,031	\$		\$
8	Excavation, Hauling and Installation of General Fill Material from stockpiles at landfill (Shaping Material)	CY	176,340	\$		\$
9A	Excavation, Hauling and Installation of Intermediate Cover (Grading Layer min 12") from stockpiles at landfill	CY	45,860	\$		\$
9B	Excavation, Hauling and Installation of Intermediate Cover (Grading Layer min 12") from F.A. Ash Borrow Pit	CY	55,886	\$		\$
10	Excavation, Hauling and Installation of 18" Protective Soil Layer from F.A. Ash Borrow Pit	CY	152,784	\$		\$
11	Hauling and Installation of 6" Top Soil Layer	CY	50,928	\$		\$
12	Furnish and Install 40-mil Textured LLDPE Geomembrane	SF	2,789,645	\$		\$
13	Furnish and Install Geocomposite	SF	2,789,645	\$		\$
14	Furnish and Install 12" HDPE Perforated Pipe (Toe and Underdrain Collection)	LF	19,417	\$		\$
15	Furnish and Install 12" HDPE Solid Pipe (Toe and Underdrain Collection)	LF	1,140	\$		\$
16	Furnish and Install Geotextile Filter Fabric (Toe and Underdrain Collection)	LS	1	\$	1	\$
17	Furnish and Install Coarse Aggregate (Toe and Underdrain Collection)	LS	1	\$	1	\$
18	Furnish and Install Performance Turf, Sod	SY	120,555	\$		\$
19	Furnish and Install Hydroseeding	SY	199,533	\$		\$
20	Furnish and Install Fabric Formed Concrete (Flumes)	SF	51,693	\$		\$
21	Furnish and Install Fabric Formed Concrete (North and South Swales Adjacent to Landfill)	SF	31,641	\$		\$
22	Install Perimeter Channels and Stormwater Management System Modifications	LS	1	\$	1	\$
23	Existing Gas Extraction Wells & Drains Extension	LF	165	\$		\$

Attachment #1

	Exhibit A -	<b>Final Pla</b>	ıns & Techr	ical Specifications	Page 70 of 432
24	Installation of Passive Gas Wells	EA	34	\$	\$
25	Existing Leachate Collection System Clean Out Extension	EA	40	\$	\$
26	1-1/2" Asphalt Pavement FDOT Type S-1 (Yard Waste Area)	TN	40	\$	\$
27	6" Compacted Limerock Base (Yard Waste Area)	CY	83	\$	\$
28	12" Stabilized Subgrade (Yard Waste Area)	CY	171	\$	\$
29	1-1/2" Asphalt Pavement FDOT Type S-1 (Access Road)	TN	344	\$	\$
30	6" Compacted Limerock Base (Access Road)	CY	738	\$	\$
31	12" Stabilized Subgrade (Access Road)	CY	1,547	\$	\$
32	Retaining Wall Located at the Yard Waste Area	LF	80	\$	\$
33	Retaining Wall Located at the Leachate Pump Stations	LF	233	\$	\$
34	Ditch Bottom Inlet, Type C	EA	1	\$	\$
35	Ditch Bottom Inlet, Type D	EA	1	\$	\$
36	24" Reinforced Concrete Pipe	LF	75	\$	\$
37	Mitered End Section	EA	1	\$	\$

PART 1 SUBTOTAL:

Gravel Pad (Airfield Area)

Electric Conduit (Airfield Area)

Item No.	Description	Unit	Engineer's Estimated Quantities	Unit Price	Contractor's Estimated Quantities	Amount
40	Owner Contingency	LS	1	\$ 100,000.00	1	\$ 100,000.00
41	Boring Refusal	LF	1			
PART 2	SUBTOTAL:					

93

520

CY

TOTAL BASE BID (in words) (including Part 1 and 2):

Company Name	Authorized Signature	Date

DOLLARS

### SECTION 01300 CONTRACT ADMINISTRATION

### PART 1 GENERAL

### 1.01 CORRESPONDENCE

All correspondence to Engineer, plus copy to Owner, shall be submitted in original plus two copies, unless otherwise specified.

### 1.02 CONSTRUCTION ADMINISTRATION FORMS

Contractor shall use the construction administration forms provided at the end of this Section for submittals, request for information, proposed contract modifications, payment and change order request, etc.

### PART 2 PROGRESS MEETINGS AND SCHEDULE

### 2.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a preconstruction meeting at the Project site or other convenient location prior to commencement of construction activities. The meeting will be conducted to review responsibilities and personnel assignments.
- B. Attendees: Owner, Engineer, CQA Consultant, and Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with, and authorized to, conclude matters relating to the Work.
- C. Agenda: The agenda for the meeting will be developed by OWNER/ENGINEER and should include items of significance that could affect progress including such topics as:
  - 1. Tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Construction quality control requirements.
  - 5. Construction quality assurance (CQA) procedures and protocols.
  - 6. Procedures for processing field decisions and Change Orders.
  - 7. Procedures for processing Applications for Payment.
  - 8. Distribution of Contract Documents.
  - 9. Submittal of shop drawings, product data, and samples.
  - 10. Preparation of record documents.

- 11. Use of the premises including traffic controls.
- 12. Office, work and storage areas.
- 13. Equipment deliveries and priorities.
- 14. Safety procedures.
- 15. First aid.
- 16. Security.
- 17. Housekeeping.
- 18. Working hours.
- 19. Erosion and Sediment Control Requirements
- 20. Stop work orders and related regulatory compliance matters

### 2.02 PROGRESS MEETINGS

- A. Progress meetings will be conducted by CQA Consultant at the Project site on a routine basis (i.e. weekly) but may change depending on construction activities. CQA Consultant will notify the Owner and Contractor of scheduled meeting dates. The dates of the meetings should be coordinated with preparation of application for payment requests.
- B. In addition to CQA Consultant, the Owner, and Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. No later than 5 working days after each progress meeting date, CQA Consultant will distribute copies of minutes of the meeting to each party present and to other parties who should have been present. The minutes will include a brief summary, in narrative or bulleted form, of progress since the previous meeting.

### 2.03 PROBLEM OR WORK DEFICIENCY MEETING

- A. A special meeting shall be held when and if a problem or deficiency is present or likely to occur. At a minimum, the meeting shall be attended by Owner, Engineer, CQA Consultant, Contractor, and any affected subcontractors. The purpose of the meeting shall be to define and resolve the problem or work deficiency.
- B. The meeting shall be documented by CQA Consultant and minutes shall be transmitted by CQA Consultant to the meeting attendees and others as appropriate.

### 2.04 PROGRESS SCHEDULES

A. Format: Contractor shall prepare schedules as a time scale logic diagram and bar chart, unless otherwise approved by Engineer. Each major portion of work or

operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch by 17-inch paper.

- B. Content: Contractor shall show complete sequence of construction by activity, with dates for beginning and completion of each element of construction and provide subschedules to define critical portions of entire schedule. Schedules shall also show accumulated percentage of completion of each item, and total percentage of work completed, as of the first day of each month.
- C. Revisions To Schedules: Contractor shall indicate progress of each activity to date of submittal, and projected completion date of each activity. Revised schedules shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes. Contractor shall also provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect, including effect schedule changes on other contractors.
- D. Submittals: Contractor shall furnish Engineer four (4) copies of revised progress schedules with each Application for Payment in addition to the number required by Owner.

### PART 3 SHOP DRAWINGS AND SUBMITTALS

### 3.01 GENERAL

- A. Shop Drawings are generally defined as all drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by Contractor, a subcontractor, manufacturer, fabricator, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- B. All Shop Drawings shall conform to the Contract Documents. All Shop Drawings shall be to scale, shall be accurate and distinct, and shall give all dimensions required for the fabrication, installation, and incorporation of the specified items in the Work. Wherever the location of any of the materials, equipment, accessories, and appurtenances is not shown on the Drawings, Contractor shall furnish prints of Shop Drawings for the purpose of giving the exact location in plan and in elevation of the said materials, equipment, accessories, and appurtenances.
- C. A Shop Drawing submittal schedule is included at the end of this Section for the Contractor's information. Within 10 days of the Notice of Agreement, Contractor shall submit an updated list to Engineer of all submittals that will be made and the dates that they will be submitted, subject to approval of Engineer. The approved list

will be used by Engineer and Contractor throughout the project to communicate submittal requirements and responsibilities.

- D. Contractor shall furnish Engineer four (4) copies of all required shop drawings for review. Contractor shall call to Owner's and Engineer's attention, in writing, any deviations that the Shop Drawings may have from the requirements of the Drawings and Specifications. Shop Drawings for a particular component shall be submitted complete at least 21 days prior to the anticipated date of furnishing or installation of the particular component, unless an alternative schedule is given elsewhere in the Specifications. Shop Drawings will be reviewed and 1 copy of the reviewed drawings will be returned to Contractor within 10 days unless otherwise indicated.
- E. Contractor shall not fabricate related work, except at his own risk, until approved by Engineer.
- F. All Shop Drawings shall be labeled as specified below:
  - 1. Project Name, Contract Number and description of item.
  - 2. Submittal Numbering: Shop Drawings shall be numbered sequentially in order of original submission. Resubmittals shall include the original submittal number and shall be lettered sequentially (A, B, C, etc...). Contractor shall maintain the submittal log in current and correct condition.

### 3.02 COMPLIANCE TO SPECIFICATIONS

Shop drawings and submittals shall accurately and completely indicate compliance with every aspect of the drawings and/or specifications relating to the respective items. Contractor shall enumerate in the submittal and associated transmittal correspondence, each and every feature specifically addressed in the respective drawings and/or specifications, and he shall call out and completely describe any exceptions to the drawings and/or specifications which he wishes to have accepted. Failure to completely identify the submitted item's compliance or exception to specified features will be grounds for automatic rejection of the submittal. Engineer's review or acceptance of any submittal, which contains a deviation(s) from the drawings and/or specifications not clearly and specifically called out and described in the submittal and associated transmittal correspondence shall not constitute approval of that portion(s) of the submittal containing the deviation(s). Should Contractor prepare, and Engineer accept, any deviation to the drawings and/or specifications, all necessary design, equipment, installation modifications and additional cost of same shall be the sole responsibility of Contractor.

### 3.03 MATERIALS AND EQUIPMENT

Materials and equipment are specified by a single or by multiple manufacturers to indicate quality, material, and type of construction desired. Manufacturer's product as shown on the drawings has been used as basis for design; it shall be Contractor's responsibility to ascertain that alternate

manufacturer's products meet detailed specifications and that size and arrangement of equipment is suitable for installation.

### 3.04 REQUESTS FOR SUBSTITUTION

- A. All requests for substitution shall clearly and specifically indicate any and all differences or omissions between the products specified as basis of design and the product proposed for substitution. Data shall include but not be limited to differences as follows for both the specified and substituted products:
  - 1. Principle of operation
  - 2. Materials of construction or finishes
  - 3. Thickness or gauge of materials
  - 4. Weight of item
  - 5. Deleted features or items
  - 6. Added features or items
  - 7. Changes in other work caused by the substitution
- B. Substitute Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer and Owner. Contractor shall submit sufficient information to allow Engineer and Owner, in Engineer and Owner's sole discretion, to determine that substitute proposed is equivalent to that expressly called for by the Contract Documents.
- C. Contractor shall submit, in writing, his request before 30 days of proposed use for permission to make a substitution and shall furnish full information as to costs of the item, material or procedure specified and the item or material to be substituted therefore. Such information shall be in such form and detail as to permit Owner to check, to its satisfaction, the costs involved. Upon acceptance of the substitution, when the cost thereof is greater or less, Engineer will authorize, in writing, the proper credits to be allowed Owner, or the proper additional payments to be made to Contractor. Payment adjustments shall represent the difference between the net cost to Contractor of the accepted substituted item or material and the price at which he could have obtained the lowest priced items or material specified. The decisions of Engineer as to the proper credits to be allowed to Owner, or proper payments to be made to Contractor, or substitutions to be allowed, shall be final.
- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. Engineer's Cost Reimbursement: Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitute proposed or submitted by Contractor pursuant to this Section and in making changes in the Documents (or in the provision of any other direct contract with Owner for work on the Project) occasioned thereby. Whether or not Engineer approves a substitute item submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each such proposed substitute.
- F. An offer of a substitute material or method by Contractor, not specified herein, will raise the presumption that it is for the purpose of saving money. If, in such case, the article or material is accepted, Owner shall be given credit as follows: the difference in the net cost to Contractor of the article or material submitted and the price at which it could have obtained the lowest priced article or material specified. For convenience in checking the credit, Contractor shall submit these figures with each substitute submittal, and no materials or methods will be considered without such figures.
- G. If, subsequent to award of the Contract, it becomes necessary because of the inability of Contractor to obtain any items or material as specified or the equal thereof, within a reasonable time frame, and could possibly cause future delays in the project, Engineer, at his discretion, may authorize use of substitute items or materials of the same, greater, or less cost than those specified. The review procedures shall be the same and as Engineer may decide is appropriate under the circumstances.

### 3.05 ENGINEER'S RIGHTS

If the substitution contains differences or omissions not specifically called to the attention of Engineer, Engineer reserves the right to require equal or similar features to be added to the substituted product at Contractor's expense.

### 3.06 ACCEPTANCE

Before delivery of materials and equipment, certified copies of all test reports specified in the individual sections of the specifications or referenced standards shall be submitted for approval.

### 3.07 CERTIFICATE OF COMPLIANCE

Contractor shall submit certification from the manufacturer attesting that materials and equipment to be furnished for the Project comply with the requirements of the specifications and of the referenced standards. Preprinted certifications will not be acceptable; certifications shall be original. The certification shall not contain statements that could be interpreted to imply that the product does not meet all requirements specified; such as, "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material." The certification shall simply state that the product conforms to the requirements specified.

### PART 4 PHOTOGRAPHIC RECORD

### 4.01 GENERAL

Contractor shall employ a competent photographer to take construction record photographs during the Work.

### 4.02 REQUIRED PHOTOGRAPHS

- A. Provide photographs of at least twelve (12) views of the Project site taken prior to any construction and prior to each scheduled Application for Payment.
- B. Provide up to twelve (12) additional photographs of views randomly selected by Owner's and Contractor's representative, taken prior to any construction and prior to each scheduled Application for Payment. Provide two (2) prints, 8-inch by 10-inch, color, double-weight paper, smooth glossy finish of each photograph. Include a CD or thumb drive containing the images in .jpeg format, if using digital photos.
- C. In addition to other photos, a narrated video recording of at least fifteen (15) minutes shall be taken prior to construction and at the time of Substantial Completion.
- D. In addition to the photos accompanying Application for Payment, Contractor shall provide photographs to be taken for unusual conditions during construction. The photographs shall show pertinent physical features of construction. Two (2) 8-inch by 10-inch prints of all pictures shall be submitted.
- E. All prints shall be captioned on the face of the print with the Project name and number, date and pertinent information describing the view.

### 4.03 SUBMITTALS

Contractor shall furnish Engineer with required photographs to accompany each Application for Payment.

### PART 5 APPLICATION FOR PAYMENT

### 5.01 GENERAL

A. Contractor shall furnish engineer four (4) copies of application for payment. Each application for payment shall be consistent with previous applications and payments as certified by Engineer and/or Engineer's Representative and paid for by Owner. One copy shall include waivers of lien and similar attachments if required.

- B. Payment Application Times: Progress payments shall be submitted to the Engineer by the 25<sup>th</sup> of each month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Application Preparation: Contractor shall complete every entry on the form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders issued before the last day of construction period covered by payment application.

### 5.02 INITIAL APPLICATION FOR PAYMENT

- A. Contractor shall provide the following prior to the first Application for Payment:
  - 1. List of Subcontractors
  - 2. Schedule of Values
  - 3. Contractors Construction Schedule
  - 4. Products list
  - 5. Submittals Schedule

### 5.03 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

After issuing the Certificate of Substantial Completion, Contractor shall submit an Application for Payment showing 100% completion for portion of the Work claimed as substantially complete.

### 5.04 APPLICATION FOR FINAL PAYMENT

Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted including but not limited to the following:

- A. Evidence of completion of Project closeout documents.
- B. Warranty certificates for products and completed operations where required and proof that taxes, fees and similar obligations were paid.
- C. Updated final statement, accounting for final changes to the Contract amount.
- D. Contractor's Affidavit of Payment of Debts and Claims.
- E. Contractor's Affidavit of Release of Liens.
- F. Consent of Surety to Final Payment.
- G. Evidence that claims have been settled.
- H. Final meter readings for utilities and similar data as of established Substantial Completion date or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

I. Final liquated damages settlement statement.

### PART 6 SURVEYING AND RECORD DOCUMENTS

### 6.01 SURVEYING

- A. Owner shall provide engineering surveys for construction to establish control points that, in Owner's judgment, are necessary to enable Contractor to proceed with the Work. The Contractor shall establish the location of all the Work from control points that are shown on the Drawings, or furnished by the Engineer after the award of the Contract, or as modified by the Engineer.
- B. Contractor shall employ a Florida Registered Land Surveyor to layout the Work, establish benchmarks and control points. Contractor shall have the responsibility to carefully preserve the benchmarks, existing or new control points, property markers, monuments and stakes. In the case of destruction thereof, Contractor shall replace and reestablish at his own cost all such damaged markers.
- C. The Surveyor shall, prior to start of construction, perform a preconstruction survey in order to verify all grades, lines, levels and dimensions as shown on the drawings and shall report any errors or inconsistencies to the Engineer in writing within seven (7) days before commencing of the Work. Failure to notify Engineer prior to commencing of Work will be construed as Contractor's acceptance of the survey data presented in the Construction Drawings.
- D. CADD Requirements for Survey: Contractor shall provide Engineer a complete record survey in AutoCAD Version 2007 or later format upon completion of the Work. No additional compensation will be allowed for Contractor to provide record survey. No other CADD software or format will be accepted. It is the Contractor's sole responsibility to ensure the record survey conforms to the following CADD requirements:
  - 1. Survey shall be submitted to Engineer on CD or thumb drive. Each CD or thumb drive shall be clearly labeled with the appropriate project number, client name, date, and file names included on each CD or thumb drive. If files are compressed, a description of the compression software must be included along with a copy of the appropriate uncompressing software.
  - 2. All systems must be put on separate layers with an appropriate layer name. The colors and line types of the appropriate existing layers shall be adhered to when creating new layers.
  - 3. Contractor shall supply five (5) full sets of the record survey on opaque bond paper.

### 6.02 LAYOUT AND LEVELS

- A. Contractor shall layout the features and structures as shown on the Drawings, and shall be responsible for any damage caused the Owner due to incorrect laying out of the Work.
- B. The Surveyor shall locate and clearly mark in the field all property boundaries within 100 feet of the work area. The Surveyor shall submit to Engineer a description of the evidence and procedures used to locate the property boundary or boundaries. The Surveyor shall immediately notify Owner and Engineer of any discrepancy between the boundary location shown on the Drawings and the location indicated by the evidence and procedures used by the Surveyor.
- C. The Surveyor shall maintain lines and levels, layout, and locate the Work utilizing recognized engineering survey practices. The survey shall be based on horizontal and vertical datum used in Contract Drawings. A complete and accurate log of control and survey work must be maintained. The Surveyor shall establish a 50 foot by 50 foot survey grid or grade breaks whichever is closer for construction and "as-built" documentation. All survey control points shown on the Drawings shall be included in the Surveyor's documentation. Within seven (7) days after completion of each of the following phases of construction, the Contractor shall prepare and deliver to the Engineer five (5) copies to review that all dimensions, elevation grades, slopes and contours [one foot (1') contour interval] were constructed in accordance with the Contract Documents to include but not be limited to:
  - 1. Elevation of subgrade showing terraces, roads and channels prior to geosynthetic installation;
  - 2. Edge of liner markers, and the location of the anchor trenches and dimensions:
  - 3. Elevations of the centerline, bottom width and top width of the downdrain pipes;
  - 4. The surface and limits of geomembrane, including locations of seam samples, major repairs and edge of liner;
  - 5. Improvements to landfill gas collection network including vertical extraction wells;
  - 6. Locations and invert elevations related to gas piping and structures;
  - 7. Center line and width of the roads;
  - 8. Elevations of stormwater piping including inverts of inlets, control structures and culverts;
  - 9. Existing bottom liner tie-in;
  - 10. Topsoil elevation, showing road, terraces and channels; and
  - 11. Pavement.

- D. Both existing below grade utilities unearthed by the Contractor and above grade and below grade new construction shall be surveyed by the Contractor. The following are the minimum requirements for said survey:
  - 1. Where below grade existing utilities are encountered, Surveyor shall record their location both horizontally and vertically. If a length of utility is unearthed, that utility shall be located horizontally and vertically at each end of the excavated length at a minimum. Additionally, if in that length there are any appurtenances, changes in direction, or changes in elevation encountered; those points shall also be surveyed horizontally and vertically.
  - 2. All new construction shall be surveyed. Survey of new below grade utilities shall meet the requirements of existing below grade utilities listed above. Additionally, new below grade utilities shall be located by survey at a maximum of every 50 feet along straight runs. All above grade features shall be located both horizontally and vertically.
- E. Just prior to installation of the landfill gas extraction system improvements, the Surveyor shall locate the proposed vertical wells, remote wellheads, and access points. The Surveyor will provide the Engineer the coordinates and elevations of these features at least 7 days prior to beginning gas system construction to ensure locations and make adjustments to the locations and well schedule, as necessary.

### 6.03 TOLERANCES

- A. Construction tolerances shall be within 0.01 ft unless otherwise specified in the Drawings or Specifications.
- B. Landfill gas collection pipes and toe drain pipes shall meet the minimum slopes defined on the Contract Drawings.
- C. No surveying will be allowed between one hour before sunset and one hour after sunrise, unless approved by Engineer and the CQA Consultant.
- D. Contractor shall be aware of the surveying activities and shall account for them in the construction schedule.
- E. Proposed modifications to stormwater management system shall meet the invert elevations and minimum slopes defined on the Contract Drawings.

### 6.04 RECORD DRAWINGS

- A. Maintenance: Contractor shall label and file record documents and samples in accordance with the corresponding specification section number. Each document shall be labeled "PROJECT RECORD" in neat, large, printed letters. Record documents shall be maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes.
- B. Recording: Contractor shall record construction information as follows:
  - 1. Record and update daily "record" information from field notes and on set of opaque drawings, provided by Owner and to the satisfaction of Engineer. This working set of Record drawings shall be made available to the Engineer upon request.
  - 2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
  - 3. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.
- C. CADD Requirements for Record Drawings: Contractor shall provide Engineer a complete set of record drawings in AutoCAD Version 2007 or later format upon completion of the Work. No additional compensation will be allowed for Contractor to provide the record drawings. Contractor shall utilize the AutoCAD drawings furnished by Engineer for this purpose. As-Built drawings must be submitted in the AutoCAD format of the complete contract drawing set. No other CAD software or format will be accepted. It is Contractor's sole responsibility to ensure the record drawings conform to the following CAD requirements:
  - 1. Drawings shall be submitted to Engineer on CD or thumb drive. Each CD or thumb drive shall be clearly labeled with the appropriate project number, client name, date, and file names included on each CD. If files are compressed, a description of the compression software must be included along with a copy of the appropriate uncompressing software.
  - 2. All changes to drawings must be done in accordance with the appropriate scale of the revised drawing and shall be delineated by placing a "cloud" around the areas revised and adding a revision triangle indicating the appropriate revision number.
  - 3. Each drawing must have the revision block completed to indicate the revision number, date, and initials of the person revising the drawing. The description

of the revision must say "Record Drawing." This procedure must be followed for every drawing even when no changes are made to the drawing.

- 4. All revisions to drawings must be put on separate layers with the layer names prefixed "record" followed by the appropriate existing layer name. The colors and line types of the appropriate existing layers shall be adhered to when creating new layers.
- 5. Contractor shall supply five full sets of record drawings on opaque bond paper.
- D. Record Drawings: The construction drawings shall be marked, and the marks shall be incorporated into the electronic drawings, to reflect:
  - 1. Edge of bottom liner tie-in.
  - 2. Stormwater collection system inverts and locations.
  - 3. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
  - 4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
  - 5. Field changes of dimension and detail.
  - 6. Changes made by Modifications.
  - 7. Details not on original construction drawings.

### 6.05 SUBMITTALS

- A. At Contract closeout, Contractor shall transmit Record Documents and samples with cover letter to Engineer, listing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name, address, and telephone number.
  - 4. Number and title of each Record Document.
  - 5. Signature of Contractor or authorized representative.

**END OF SECTION** 

### Exhibit A - Final Plans & Technical Specifications



Locklear & Associates, Inc. 4140 NW 37th Place, Suite A Gainesville, Florida 32606

PH: 352-672-6867 FX: 352-692-5390

www.locklearconsulting.com

### PARTIAL PAYMENT APPLICATION

Partial Payment No.: Period Covered:	Date:	
Project Name: Owner Project Number: L&A Project Number:	Owner: Address: City: State: PH:	
Engineer: Address: City: State: PH:	Contractor: Address: City: State: PH:	
	Contract Information:	
Bids Received:  Contract Date:  Notice to Proceed:  Calendar Days to Complete:  Original Completion Date:  *Days Extended to date  New Completion Date:	Revised Co *Adjustme Percent	ntract Sum: \$ ntract Sum: \$ nts to Date: \$ Complete: (\$) %  Complete: %
*See applicable Change Order or Supp	plementary Agreement for approved chang	ges to Contract sum and time.
Total Work Completed: \$ Material Stored on Site: \$ Subtotal: \$ Less Liquated Damages: \$ Subtotal: \$ Less Retainage (10%): \$ Subtotal: \$ Less Previous Payments: \$ Amount Due This Period: \$	Summary of Job Status:	
is a true and correct statement of work title for all materials delivered under thi (time) against this job, and that all prev discharge in full all of the Contractor's of	, I, the undersigned, hereby certify that to t performed and materials delivered. I furth s Partial Estimate and there are no vendor's clous Partial Payments received under this C obligations reflected in prior Partial Paymen period of this estimate are in accordance v	er certify that the Contractor has good sliens, mechanic's liens, or rights to liens contract have been applied to t requests, and that hourly wages paid
APPROVED FOR PAYMENT:		
Signature (Contractor) Signature	gnature (Engineer)	Signature (Owner)
Date Da	ate	Date

# Exhibit A - Final Plans & Technical Specifications

Attachment #1 Page 85 of 432

4140 NW 37th Place, Suite A

Gainesville, Florida 32606

PH: 352-672-6867 FX: 352-692-5390

Locklear & Associates, Inc.

www.locklearconsulting.com



# SCHEDULE OF VALUES FORM

Request Number:	Number:			Date:		NOTE:			
Period To:				'		In tabulat dollar and	tions below d whole pe	In tabulations below, amounts are stated to the nearest dollar and whole percent. Entries are to be typewritten.	ed to the nearest o be typewritten.
Project Name:	lame:			Owner:		Handwritt	ten entries	Handwritten entries will not be accepted. Use Column 9	ed. Use Column 9
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-	2	3	4	5	9	7		8	6
			Work Completed	leted					
Item	Description of	Scheduled	From Previous		Materials Presently Stored	Total Completed and	%	Balance to Finish	Retainade
No.	Work	Value	Application (D+E)	This Period	(Not in D or E)	Stored to Date (D+E+F)	(C+C)	(0-0)	

**□** Page 212 of 1364

Posted on April 2, 2018

Exhibit A - Final Plans & Technical Specifications

Locklear & Associates, Inc.
4140 NW 37th Place, Suite A
Gainesville, Florida 32606
PH: 352-672-6867
FX: 352-692-5390

www.locklearconsulting.com

SUBMITTAL TRACKING LOG

Locklear & Associates

Owner: Address: City: State: PH:	Contractor: Address: City: State: PH:
Project Name: Owner Project Number: L&A Project Number:	eer: 
Project Name: Owner Project N L&A Project Nur	Engineer: Address: City: State: PH:

Transmitted	Via																											
Transmitted	Contractor By and Date																											
	For Info Only																											
	Rejected																											
ACTION	Amend & Resubmit																											
	Make Corrections																											
	No Exceptions																											
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	Due	14 days before start	7 days prior to start	7 days prior to gas system construction	7 days after completing task	7 days after completing task	7 days after completing task	7 days after completing task	At least 14 days prior to Substantial Completion	Provided at Preconstruction Meeting and updated every two weeks thereafter	With Final Pay Application	Within 10 days of Agreement	30 days prior to use of substitution	14 days prior to installation or furnishing	30 days before use of equipment	10 days before installation of temporary facility	With Final Pay Application	2 weeks prior to construction	2 weeks prior to construction	2 weeks prior to construction	2 weeks prior to construction	Prior to construction commencement	2 weeks prior to construction	1 week prior to well drilling	2 weeks prior to construction	Daily during construction	14 days after approval by CQA Consultant	14 days after approval by CQA Consultant
	Description	Survey Information & Qualifications	Preconstruction Survey	Gas System Survey showing proposed gas well locations	Gas System Survey	Intermediate Cover Survey including downdrain and terraces	Geomembrane Survey	Final Completion Survey	Certified Record Drawings		Final Record Documents including Record Drawings	Submittal List and Schedule	Request for Substitutions	Shop Drawngs (4 sets)	Manufacturer's Warranty	Temporary Facility Permits	Project Closeout Certification	Full Scale Flume Hydraulic Testing and Supporting Calculations	Fabric Formed Concrete Information	Certification from Concrete, Bituminous & Aggregate Producers	Certificates of Compliance of Materials & Manufacturer Brochures	Health & Safety Plan	Shop Drawings / Manufacturer Information on Materials	Sample Well Boring / Construction Log	Sieve Analysis / Calcium Carbonate / Well Backfill Material / Vendor Name & Source of Materials	Handwritten Well Boring / Construction Logs for Wells Drilled	Final Boring Logs	02130-1.04 H Gas Collection System Record Drawings
Contract	Section Reference	01300-6.01	01300-6.01 C	01300-6.02 E	01300-6.02 C6	01300-6.02 C1&3	01300-6.02 C4	01300-6.01 D	01300-6.04 C	01300-2.04	01300-6.04 A&B	01300-6.05 A	01300-3.04	01300-3.01 D	01600-1.11	01500-1.02 A	01770-1.01 A	02095-1.01 A	02095-1.04 B	02120-1.03	02130-1.04 A	02130-1.04 B	02130-1.04 C	021330-1.04 D	02130-1.04E	02130-1.04 F	02130-1.04 G	02130-1.04 H
Submitter	No.																											

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Exhibit A - Final Plans & Technical Specifications

Contractor By and Date ACTION Make Reviewed By and Date ' days prior to using fill days prior to start of work, 24 hrs prior to 30 days prior to mobilization for hydros hior to geomembrane deployment 10 working days before execution rior to Geomembrane Delivery Jpon completion of installation rior to Geomembrane Delivery rior to Geomembrane Delivery Yior to Geomembrane Delivery Jpon completion of installation or to Geomembrane Delivery 14 days prior to start of work Daily during construction rior to Installation rior to Installation rior to Installation rior to Installation ior to Installation cluded with Bid ncluded with Bid cluded with Bid luded with Bid ppies of Quality Control Certificates issued by the sin Supplier nstaller's Geosynthetic Field Installation QA Plan & Repair Procedures eosynthetics Installer Corporate Background and Mritten Certification stating no Reclaimed Polyme s added to the Resign during manufacturing srtification of Proper Geomembrane Installation amples of Proposed Erosion and Sediment Contra sumes of Personnel who will perform Seaming roject Record Documents Driller's Daily Logs & eports Manufacturer's Product Data & Recommended Methods of Installation Janufacturing Capabilities of the Manufacturer sults of Resin Density and Polymer Melt Index otection Measures for Weather Conditions for untractor's Erosion & Sediment Control Plan Seosynthetics Installer Letter of Approval or icense by Geomembrane Manufacturer / abricator Vritten Notification on Trenching Activities eomembrane Manufacturer's Corporate ackground and Information eomembrane Manufacturer's Experience nstaller's Field Quality Control Documents fanufacturer's Written Acceptance for seomembrane Installers Qualifications nformation on the Experience of the Seosynthetics Installer opsoil Analysis before Hydroseeding ssume of Project Superintendent ertification on Approved Forms Aaterial & Installation Warranties mple Manufacturer's Warranty Hydroseeding Methods soil Stockpiling Plan nstaller's Equipment 02701-1.05 C10 02270-1.04 A1 02270-1.04 A2 02270-1.04 A3 0.2846-1.04 B 02701-1.05 A1 02701-1.05 A2 02701-1.05 A3 02701-1.05 B1 02701-1.05 B2 02701-1.05 B3 02701-1.05 B4 02701-1.05 C7 02701-1.05 CB 02701-1.05 C9 02701-1.05 C11 02701-1.05 C12 02701-1.05 D1 02701-1.05 D2 02701-1.05 D4 02701-1.05 D5 02701-1.05 D6 02701-1.05 E4 02701-1.05 E5 02701-1.05 E6 02701-1.05 B5 02701-1.05 B6 02701-1.05 D3 02701-1.05 E1 02701-1.05 E2 02701-1.05 E3 02701-1.06 02130-3.03 B 02220-1.05 C 02225-1.03 A 02225-1.03 B 02846-1.04 A

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Exhibit A - Final Plans & Technical Specifications

	Via																										
Transmitted	Contractor By and Date																										
	For Info Only																										
	Rejected																										
ACTION	Amend & Resubmit																										
	No Make Exceptions																										
:	Approved by and Date																										
	and Date																										
	Received																										
	Due	14 days prior to start of work	14 days prior to manfucaturing material			14 days prior to shipment	14 days prior to installation	14 days prior to installation	ncluded with Bid	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to installation	Prior to material shipment	Prior to material shipment	Prior to construction commencement	Prior to Installation	Prior to Installation	Prior to Installation	Daily during construction & when complete
	Description	Manufacturer's Material Certification & Production	Geotextile MQC Control Certificates / Sampling Procedures	Geotextile MQC Certification signed by each shift's production	Documentation that Geotextile meets the required property values	Recommendations for Shipment, Unloading, Field Handling & Stockpiling	Geosynthetic Installer's Corporate Background & Information	Geosynthetic Installers Letter of Approval or License by Geotextile Manufacturer / Fabricator	Geocomposite Manufacturer's Experience	Independent Laboratory Test Results & Certificate of Compilance	Transmissivity Test Results	Interface Friction Angle Test Results	Geocomposite Installation Details	Geocomposite Protection Measures	Geocomposite Material Data	Geocomposite MQC Data	Geocomposite Installation Procedures	Geocomposite Manufacturer's Qualifications	Geocomposite Resin Information	Geocomposite Certification	Geocomposite Production Rates	Geocomposite Test Results	HDPE Pipe Certificates of Compliance	HDPE Pipe Shop Drawings	CPP Identification & Locations of Special Fittings	CPP Material Handling / Delivery / Storage & Installation	"As Recorded" Drawings
Contract	Section Reference	02714-1.03 A	02714-1.03 B	02714-1.03 C	02714-1.03 D	02714-1.03 E	02714-1.03 F1	02714-1.03 F2	02930-1.04 A	02930-1.04 B1	02930-1.04 B2	02930-1.04 B3	02930-1.04 B4	02930-1.04 B5	02930-1.04 B7	02930-1.04 B8	02930-1.04 B9	02930-1.04 B10	02930-1.04 B11	02930-1.05	02930-1.04 C1	02930-1.04 C2	15060-1.05 D	15060-1.05 F	15079-1.03 B	15079-1.04 & 0	15079-1.03 C
	No.																										

### **Exhibit A - Final Plans & Technical Specifications**

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Locklear & Associates, Inc. 4140 NW 37th Place, Suite A Gainesville, Florida 32606

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### SHOP DRAWING / SUBMITTAL CONTROL FORM

Project Name:  Owner Project Number:  L&A Project Number:			Owner: Address: City: State: PH:	
Engineer: Address: City: State: PH:	- - - -		Contractor: Address: City: State: PH:	
	CONTRACTOR INF			
Submittal Number:	_	Subi	mittal Date:	
ORIGINAL SUBMITTAL	RESUBMITTAL		SUPPLEMENT	INFO ONLY
MANUFACTURED BY: INSTALLATION BY:  No. of Copies Received:	ENGINEER INFO	RMATIOI No.	<b>N:</b> of Copies Returned	:
ACTIVITY DATE  RECEIVED  RETURNED	PERSON			MMENT
STATUS:  NO EXCEPTIONS TAKEN			MAKE CORRECTION	
COMMENTS:			REJECTED SEE COM	MENTS

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# REQUEST FOR INFORMATION (RFI)

Project Name:  Owner Project Number:  L&A Project Number:  Engineer:  Address:  City: State: PH:	Owner: Address: City: State: PH:  Contractor: Address: City: State: PH:	
TO:	DATE:	
CONTRACT DOCUMENT REFERENCE(S):		
DESCRIPTION OF REQUEST:  Information  Clarification  is requested for the items described below or in the attached:	☐ Interpretation	
Your response is requested by Date	Signature	
TO:	DATE:	
FROM:		
RESPONSE TO THIS REQUEST IS DESCRIBED BELOW:		
Attachment:	Signature	Date

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# PROPOSED CONTRACT MODIFICATION (PCM)

Project Name:  Owner Project Number:  L&A Project Number:  Engineer:  Address: City: State:	Owner: Address: City: State: PH: Contractor: Address: City: State:
PH:	PH:
TO:	DATE:
Please submit your proposal for an equitable adjustment is with the following:  CONTRACT DOCUMENT REFERENCE(S):  DESCRIPTION OF MODIFICATION:	n the contract amount and/or performance time in accordance
REASON FOR MODIFICATION:	
WORK DIRECTIVE:  Proceed with the work immedi  Do not proceed with the work  Your response is requested by	
XC:	Signature Date

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# NOTICE OF NONCOMPLIANCE (NON)

Project Name:	Owner:
Owner Project Number:	Address:
L&A Project Number:	City:
	State:
	PH:
Engineer:	Contractor:
Address:	Address:
City:	City
State:	State:
PH:	PH:
TO:	DATE:
	TIME:
DETAILS OF OBSERVATION:	
REFERENCE TO CONTRACT DOCUMENTS:	
Your response to this notice is required by the clo	ose of business on the day following the date of issuance.
Receipt of the above notice of noncompliance	is hereby acknowledged by:
Contractor Date	Resident Project Representative Date

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# **CONSTRUCTION CONTRACT CHANGE ORDER**

Change Order Number: Project Name: Owner Project Number: L&A Project Number:  Engineer: Address: City: State: PH:		Owner: Address: City: State: PH:  Contractor: Address: City: State: PH:	
Description of Change (Attac	ch additional sheets if required)	Decrease In	Increase In
Contract Time*	<u>Days</u> <u>Date</u>	Contract Am	nount*
Notice to Proceed: Original Contract Time: Present Contract Time: This Change: Add/Deduct New Contract Time: Substantial Completion: Final Completion:		Change Order Subtotal: \$ Add: \$ 	
*Reflects Change Order No's	1 thru		
provisions shall apply unless spe both the Owner and the Contr- contract amount, the Contract transactions, events and occur between Owner and Contract Contract amendment unless ex Order AGREED:	dment to the Contract Agreement betweetifically exempted. The amount and actor for this change. In consideration for hereby releases Owner from all claim rences giving rise to this Change Order or with respect to this Change Order. It is provided herein. This Change outliers signed by Owner, Engineer and outlies of the Change of the Cha	time change designated are the n of the foregoing adjustments in co ms, demands or causes of action a function. This written Change Order is the No other agreements or modification Order represents final action relating	naximum agreed to by ontract time and urising out of the entire agreement ons shall apply to this
Signature (Contractor)	Signature (Engineer)	Signature (Owr	ner)
Date	 Date	 Date	

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# **CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: Owner Project Number:		Owner: Address:	
		State:	
		PH:	
Engineer:		Contractor:	
Address:		Address:	
City:		City:	
State:		State:	
PH:		PH:	
Description of Work:			
Date of Substantial Complet	ion:	_	
Substantial Completion of the commencement of applica.  The Date of Substantial Commencement of substantial Commen	his Contract has been reviewed and for the Project or portion thereof designated ble warranties required by the Contract appletion of a project or specified part of y completed, in accordance with the Contended purpose.  The failure to include any iter work in accordance with the Contract I accorded to the Contract I accorded to the Contract I accorded to the Work on the list of items	I above is hereby establish to Documents.  Fa project is the date accomments, so the contract Documents, so the contract and verified and a ms on such list does not all Documents.	ned as also the date of septed by the Owner, that hat the project or specified mended by the Construction ter the responsibility of the
Contractor	Signature		Date
Engineer	Signature		Date
Owner	Signature		Date
CVVIICI	Signature		Daic
Comments:			

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# **CERTIFICATE OF GUARANTEE**

Project Name:		Owner:	
Owner Project Number:		Address:	
L&A Project Number:		City:	
		State:	
		PH:  Contractor: Address:	
Engineer:			
Address:			
City: State:		City: State:	
PH:		PH:	
Description of Work:			
Description of Work.			
herein stipulated in each ca from date of acceptance of parties of the work, includin products and/or equipmen  Neither the Certificate of Su Documents, nor partial or e materials, or equipment not or his Sureties of liability in rea The Contractor shall guarar from the date of Substantia date of Substantial Comple workmanship and the Contra including the repairs of any In the event that the Contra such defects, the Owner ma	ct, except as expressly excluded, and all of ase or not, shall be guaranteed against faut of the work. The provisions of the guaranteed gethe Contractor, each subcontractor, all it are incorporated into the facilities.  Substantial Completion, Final Certificate of Finitire use or occupancy of the premises by the performed or installed in accordance with espect to any warranties or responsibility for the all materials and equipment furnished all Completion. The Contractor warrants and etion of the system that the completed system actor shall promptly make such correction damage to other parts of the system resulfactor should fail to make such repairs, adjuiting any do so and charge the Contractor the cent through the guarantee period.	alty workmanship and/ore and/or guarantees ship material supply houses and and any provision the Owner shall constitute that the Contract Document of a guarantees for a period guarantees for a period guarantees for a period and work performed for a guarantees for a period guarantees for a peri	or material as specified below hall be incumbent on all and all manufacturers whose ion in the Contract ute an acceptance of work, ents, or relieve the Contractor kmanship.  Or a period of one (1) year od of one (1) year from the cts due to faulty materials or by reason of such defects, with reasonable promptness. hat may be necessary by
Contractor	Signature		Date
Engineer	Signature		Date
Owner	Signature		Date
CVVITEI	มตาลานเ€		ναι <del>υ</del>

# SECTION 01500 TEMPORARY FACILITIES AND TEMPORARY CONTROLS

#### PART 1 GENERAL

#### 1.01 RESPONSIBILITY

A. This section specifies the minimum requirements for temporary facilities, utilities, and controls required to provide an adequate and safe work site at every stage during construction of the project. The Contractor is solely responsible for the requirements set forth in this section.

#### 1.02 STANDARDS

A. In addition to compliance with all governing regulations and standards, and/or rules and recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work. Whenever Owner's facility standards are more stringent, the Owner's facility standards shall apply. Obtain inspections and permits as required.

#### 1.03 ONSITE TEMPORARY

A. Except as otherwise indicated, the Contractor may, at his option, furnish standalone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with all governing regulations. The Contractor will, prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for start up of construction operations at the site.

#### 1.04 COSTS

A. Except as otherwise indicated, the costs of providing and using temporary utility services are included in the contract sum.

#### 1.05 JOB CONDITIONS

A. Ten (10) days prior to the installation of temporary facilities, Contractor shall submit copies of any permits required for temporary facilities. All permits shall be posted as required by applicable regulations for such facilities.

#### PART 2 TEMPORARY FACILITIES

#### 2.01 GENERAL

- A. The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods of operations):
  - 1. Electrical Power Service
  - 2. Water Service (potable for certain uses)
  - 3. Sanitary
  - 4. Storm Sewer or Open Drainage/Run-off Control
  - 5. Gas (fuel) Service
  - 6. Telephone Service

#### 2.02 TEMPORARY ELECTRICITY

A. The Contractor shall make the necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections, and meters.

#### 2.03 TEMPORARY WATER

A. The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

#### 2.04 TEMPORARY SANITARY FACILITIES

A. The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

# 2.05 CLEANLINESS OF FACILITIES

A. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the

committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property.

#### 2.06 RELOCATION

A. Should a change in location of a temporary facility be necessary in order to promote progress of the Work, Contractor shall remove and relocate such items as directed without additional cost to Owner.

# 2.07 TERMINATION AND REMOVAL

A. The Contractor shall, at the time the need for a temporary utility service has ended, or has been replaced by use of permanent services, or not later than the time of final completion, promptly remove the installation, unless requested by the Engineer to retain it for a longer period. Any work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces shall be completed at this time. Replace any work damaged beyond acceptable restoration.

#### PART 3 TEMPORARY CONTROLS

#### 3.01 NOISE CONTROL

A. The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

# 3.02 DUST CONTROL

A. The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds, clearing or grubbing, grading, fill placement, travel or any other cause. Contractor shall apply water or use other methods to keep dust in the air to a minimum, subject to the approval of Owner.

#### 3.03 WATER CONTROL

A. The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

#### 3.04 POLLUTION CONTROL

A. The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas by the disposal of surplus material in the form of solids, liquids, gases, or from any other cause.

#### 3.05 ADVERSE IMPACT

A. The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground, or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

#### 3.06 STREAMS, LAKES, AND OTHER BODIES OF WATER

A. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, and reservoirs with fuels, oils, bitumens, calcium chloride, or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes, and reservoirs and to avoid interference with movement of migratory fish.

#### 3.07 CHEMICALS

A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

# 3.08 EROSION CONTROL

A. The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

#### 3.09 FIRE PREVENTION CONTROL

- A. Contractor shall take all precautions necessary to prevent fires and explosions. Contractor is hereby advised that flammable and explosive gases are naturally generated at the existing landfill.
- B. Fuel for cutting and heating torches shall be contained in containers approved by the Underwriter's Laboratory.
- C. Contractor shall furnish and maintain a 20-pound maximum capacity dry chemical type fire extinguisher in the immediate vicinity of the Work when welding tools or torches of any type are in use.
- D. No smoking or open flame is permitted on landfill areas.

#### PART 4 STORAGE FACILITIES

#### 4.01 GENERAL

A. All products, materials, and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in the weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

#### 4.02 INSPECTION

A. Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

#### 4.03 TEMPORARY PROTECTION

A. After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

#### PART 5 PRESERVATION OF PROPERTY

#### 5.01 ADJACENT TO WORK

A. Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

#### 5.02 REMEDY BY OWNER

A. In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48-hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due to the Contractor under this contract.

#### 5.03 SECURITY AND PROTECTION FROM DAMAGE

- A. The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the contract period, for the protection of his, the Owner's, and other properties from such damage.
- B. The types of temporary security and protection provisions required may include, but are not limited to, fire protection, barricades, warning signs/lights, building enclosure/lockup, personnel security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.
- C. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low-potential for either electrical or grease/oil/flammable liquids fires, provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick response instructions at each extinguisher location, and instruct all personnel at project sites at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.

#### PART 6 TRAFFIC REGULATION

#### 6.01 GENERAL

- A. Signs, marking barricades and procedures, shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.
- B. Use of existing site access roads will be permitted to Contractor's personnel who lawfully frequent the site.
- C. Existing roads shall be kept open by Contractor for the passage of vehicular traffic and pedestrians during the construction period unless otherwise approved by Owner. Routes of ingress and egress to the location of the Work shall be clearly marked by Contractor and approved by Owner before use by Contractor.
- D. Control and maintain traffic within the project area. Supply traffic control personnel if directed by Engineer. Provide signs, signals, barricades, lights and personnel to regulate all traffic and to warn vehicles and personnel of hazards. Such Work shall conform to the requirements of authorities having jurisdiction and as required by Owner.
- E. Construct and maintain temporary roads required for excavation operations, fill hauling operations, and disposal of excavated material.
- F. Provide for access by emergency traffic, such as police, fire, and disaster units at all times. Contractor shall be liable for damages resulting from failure to provide such access.
- G. Contractor is responsible for providing security at any construction entrances to the facility.

#### 6.02 SIGNAGE

A. The Contractor shall provide and maintain adequate barricades around open excavations.

#### 6.03 REMOVAL OF SIGNAGE

A. On completion of work, the Contractor shall remove all debris, excess materials, barricades, and temporary work leaving walkways and road clear of obstructions.

#### **END OF SECTION**

# SECTION 01590 FIELD OFFICES

#### PART 1 GENERAL

# 1.01 DESCRIPTION OF REQUIREMENTS

- A. Promptly after starting work, the Contractor shall provide a field office for his use. The Contractor shall maintain the office until the completion of the work to be done under this Contract. The Contractor's field office shall be the size required for his use plus adequate space to hold project meetings (minimum seating 6).
- B. The Contractor shall provide and maintain in the vicinity of the Work site a suitable all-year-round air-conditioned office with minimum width of twelve (12) feet and having not less than one hundred forty (140) square feet for the exclusive use of the CQA Consultant. The office shall have a lockable exterior door and a minimum of one (1) operable window at each exterior wall.
- C. The Contractor shall furnish, install, and maintain storage and work sheds as needed or required for the construction. Should the constructions site change, field offices, storage, and work sheds shall be moved to a convenient location at the new site.
- D. The Contractor shall be responsible for obtaining all permits required to install and maintain the field offices.

#### PART 2 MISCELLANEOUS

#### 2.01 CONSTRUCTION FIELD OFFICE

- A. The Contractor shall provide, at minimum, in the construction field office:
  - 1. Electric lights (50 foot candles at desk top height) and power supply outlets.
  - 2. Two private telephone lines with a facsimile/answering machine.
  - 3. Acceptable toilet facilities.
  - 4. Water cooler, bottled water and paper cups for the duration of the Contract Period.

- 5. Table for viewing Project Drawings.
- 6. Two (2) office desks with drawers and two (2) swivel chairs.
- 7. Suitable file cabinet(s) containing a copy of the complete project records.
- 8. Standard Office Supplies.
- 9. Air Conditioning and Heating System.
- 10. One (1) dry chemical fire extinguisher mounted on wall per NFPA-#10.
- 11. One (1) First Aid Kit for ten (10) people (wall mounted).

#### PART 3 INSTALLATION

The field office shall be installed on a clean, graded, well-drained area of suitable size. Installation of the field office shall meet all local building codes and ordinances. Where no such apply, the Contractor shall as a minimum install the structure on a level foundation and secure it against 100 mph winds. Office shall be provided with structurally sound and safe steps and landings for each door. Office shall be designated a "No Smoking Area."

#### PART 4 REMOVAL AT COMPLETION OF CONTRACT

On the completion of the contract, the Contractor shall remove the office, storage, sheds and all such temporary facilities from the site at a time discussed in paragraph 1.0 of this section. Remove foundations and debris, grade site to required elevations, grass disturbed area, and clean and remove trash and debris.

END OF SECTION

# SECTION 01600 MATERIAL AND EQUIPMENT

#### PART 1 GENERAL

# 1.01 NEW MATERIALS AND EQUIPMENT

Materials and equipment furnished by the Contractor shall be new and shall not have been in service at any other installation unless otherwise approved. It shall conform to applicable specifications approved in writing by the Engineer.

#### 1.02 STANDARD SIZE AND GAUGES

Manufactured and fabricated products shall be designed, fabricated, and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

#### 1.03 INTERCHANGEABILITY

Quantities of items that are identical shall be by the same manufacturer.

#### 1.04 SUITABILITY OF USE

Products shall be suitable for service conditions.

#### 1.05 MATCH SPECIFICATIONS

Equipment sizes, capacities, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

#### 1.06 USE INTENDED

Material and equipment shall not be used for any purpose other than that for which it is designed or is specified.

# 1.07 EXISTING EQUIPMENT

Where material or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

#### 1.08 OFF-SITE STORAGE AND TRANSPORTATION

The Contractor shall arrange for transportation, storage, and handling of products which require off-site storage, restoration, or renovation.

#### 1.09 SALVAGED MATERIALS

In the absence of special provisions to the contrary, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Engineer. Surplus excavated materials become the property of the Contractor and shall be disposed of by him.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

The installation of all Work shall comply with manufacturer's printed instructions. Contractor shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to the Engineer. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned, and adjusted in accordance with the manufacturer's instructions and specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, such conflicts shall be called to the Engineer's attention for resolution and revised instructions.

#### 1.11 EQUIPMENT GUARANTEE

All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by the Contractor shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials, and workmanship not in conformity with the paragraph above, improper assembly, hidden damage, failure of devices and/or components, excessive leakage, or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by the Owner. Each piece of equipment, device, or component which shall fail within the above specified term of the guarantee shall be replaced and installed with reasonable promptness by the Contractor without cost to the Owner. Failure of the Contractor to provide timely repairs as specified herein shall result in a claim being issued by the Owner against either the Contractor's Performance and Payment Bond or Maintenance Bond.

#### 1.12 OPERATING CHARACTERISTICS

Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

#### 1.13 LUBRICATION SYSTEM

The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall be designed to receive lubricants whether in operation of shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct start up and testing operations shall be furnished with the equipment.

# 1.14 SAFETY REQUIREMENTS

Screens, guards, or cages shall be provided for all exposed rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

#### 1.15 NAMEPLATES

Each major component of equipment shall have the manufacturer's name, catalog and/or model number, and serial number on a stainless steel plate securely attached to the item of equipment.

#### PART 2 TRANSPORTATION AND HANDLING

#### 2.01 LOADING - UNLOADING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the material or equipment during transportation and handling. Suitable power equipment will be used and the material or equipment shall be under control at all times. Under no condition shall the material or equipment be dropped, bumped, or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized, or handled on skidways shall not be skidded or rolled against material or equipment already unloaded.

#### 2.02 TRANSPORTATION

- A. Material and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Material and equipment damaged or injured in the process of transportation unloading or handling shall be rejected and immediately removed from the site.
- B. All trucks bringing to or removing from the site, earth, loose materials or debris shall be loaded in a manner to prevent dropping of materials on streets.
- C. At all points, where trucks leave the project site and enter adjacent paved streets, Contractor shall maintain a crew to prevent any mud from being carried onto such adjacent paved streets.
- D. Earth, loose materials or debris deposited on the streets due to contract trucking activities shall be removed daily.
- E. All trucks entering or leaving the project shall be covered by a tarp.

#### PART 3 STORAGE

#### 3.01 DELIVERY OF MATERIALS

The Contractor shall coordinate the delivery of all materials, including those furnished by the Owner (if any). He shall be responsible for the proper transport, handling, and storage of all materials, and they shall be protected to ensure their expected performance. Delivery schedules shall be coordinated by the Contractor, in advance, such that timely prosecution of the work will be effected.

#### 3.02 STORAGE SPACE

Outside storage space for materials and equipment shall be available at the Owner's site. The Contractor shall be responsible for keeping the areas used for storage neat and orderly and shall install such security equipment as he deems necessary to safeguard his tools, equipment, and materials.

#### END OF SECTION

# SECTION 01710 FINAL CLEANING

# PART 1 DESCRIPTION OF REQUIREMENTS

#### 1.01 GENERAL

The Contractor shall execute cleaning during progress of the work and at the completion of the work as required by General Conditions.

#### 1.02 ENVIRONMENTAL CONCERNS

Cleaning and disposal operations shall comply with codes, ordinances, regulations, and anti-pollution laws.

## PART 2 MATERIALS

#### A. The Contractor shall:

- 1. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- 2. Use only those cleaning materials and methods recommended by manufacturer of the surfaces recommended by manufacturer of the surface material to be cleaned.
- 3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

#### PART 3 DURING CONSTRUCTION

#### A. The Contractor shall:

- 1. Execute periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris.
- 2. Clean-up shall be performed as required to prevent accidents to personnel, protect all Work in place, and to effect completion of the project in an orderly manner.
- 3. Construction clean-up shall consist of but not be limited to the removal of all mud, oil, grease, sand, gravel, dirt, trash, scrap, debris, and excess

materials, from any floor space or walking surface, that may cause the tripping or sliding of Workmen, ladders, or equipment. Particular attention shall be given to the removal of water from floor areas where electrical power tools are to be used and to the prevention of stains on concrete which will be exposed in the finish Work.

- 4. Provide onsite containers for the collection of waste materials, debris, and rubbish.
- 5. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal areas away from the site.
- 6. Burning of waste material will not be permitted.

#### PART 4 DUST CONTROL

#### A. The Contractor shall:

- 1. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- 2. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

#### PART 5 FINAL CLEANING

#### A. The Contractor shall:

- 1. Employ skilled workmen for final cleaning.
- 2. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- 3. Broom clean exterior paved surface; rake clean other surfaces of the grounds.
- 4. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

#### END OF SECTION

# SECTION 01770 CONTRACT CLOSEOUT

#### PART 1 GENERAL

#### 1.01 CLOSEOUT PROCEDURES

- A. Contractor shall submit written certification before final payment that Contract Documents have been reviewed, work has been inspected, and that work is complete, in accordance with Contract Documents, and ready for Engineer's and Owner's substantial and final inspection.
- B. Contractor shall provide "as-built" documentation, all submittals of these Specifications, and any other submittals required by governing or other authorities to Engineer and Owner.
- C. Contractor shall submit final Application for Payment identifying total adjusted Contract Sum (adjusted, if appropriate), previous payments, and sum remaining due.

#### 1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following and list items below that are incomplete in request:
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list and reasons why the Work is not complete.
  - 2. Provide Owner with an explanation of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications and similar documentation.
  - 4. Terminate and remove temporary facilities from project site.
  - 5. Complete final cleaning requirements.
- B. Inspection: Contractor shall submit in writing a request for inspection for Substantial Completion. After inspection, Engineer will prepare a list of deficiencies (punch list) if any, required for certification of substantial completion. Items identified by the Contractor and/or Engineer must be completed before the Certificate of Substantial Completion will be issued.

- 1. Results of completed inspection will form the basis of requirements for Final Completion.
- C. Reinspection: Contractor shall request reinspection once all deficient items have been verified to be complete or corrected by Engineer and/or Engineer's Representative.

#### 1.03 FINAL COMPLETION

- A. Contractor shall submit in writing certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected as part of substantial completion. The certified copy of the inspection list shall state that each item has been completed or otherwise resolved for final approval and acceptance.
- B. Inspection: Contractor shall submit in writing a request for inspection for Final Completion and acceptance. Upon receipt of request, Engineer will either proceed with inspection or notify the Contractor of outstanding items required for final completion in accordance with the Contract Documents. Engineer will prepare a final Certificate for Payment after inspection or notify Contractor of outstanding items that must be completed or corrected prior to issuance of final certification.
- C. Reinspection: Contractor shall request reinspection once outstanding items have been verified to be complete or corrected by Engineer and/or Engineer's Representative.

#### 1.04 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on site, one set of the following Project Record Documents:
  - 1. Red-line drawings.
  - 2. Specifications.
  - 3. CQA Plan.
  - 4. Addenda.
  - 5. Change Orders, Field Orders, and other modifications to the Contract.
  - 6. Approved Shop Drawings.
  - 7. Product data and samples.
  - 8. As-built documentation and record drawings.
  - 9. Other approved documents submitted by Contractor in compliance with these Specifications.

- B. Contractor shall store Project Record Documents separate from documents used for construction in fireproof files.
- C. Contractor shall record information concurrent with construction progress.
- D. Contractor shall legibly mark each project record document and shop drawing item to record actual construction, including:
  - 1. Field changes of dimension and detail; and
  - 2. Details not on original Drawings.
- E. Contractor shall submit a complete copy of the Project Record Documents identified in the Contract Documents to Owner with claim for final Application for Payment.

#### 1.05 WARRANTIES

- A. Submit written warranties for designated portions of the Work where commencement of warranties other than date of substantial completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

#### 1.06 GUARANTEES

Contractor shall guarantee all of the Work included in this Contract for a period specified in the front-end contract documents:

- A. Against all faulty or imperfect materials and against all imperfect, careless, or unskilled workmanship on the part of Contractor, its subcontractors, suppliers, or component manufacturers.
- B. The entire Work and each and every part thereof shall operate, with normal care and attention, in a satisfactory and efficient manner, and in accordance with the requirements of the Specifications.
- C. Contractor agrees to replace with proper workmanship and materials, and to reexecute, correct, or repair without cost to Owner, Work that may be found to be improper or imperfect or that does not operate in satisfactory manner or fails to perform as specified.
- D. The guarantee obligations assumed by Contractor under the Specifications shall not be held or taken to be in any way impaired because of the Specifications,

indication or approval by or on behalf of Owner of any articles, materials, means, combinations or things used or to be used in the construction, performance, and completion of the Work or any part thereof.

- E. No use or acceptance by Owner of the Work specified herein, or any part thereof, nor any repairs, adjustments, replacements, or corrections made by Owner due to Contractor's failure to comply with any of its obligations under the Specifications shall impair in any way the guarantee obligations assumed by Contractor under the Contract Documents.
- F. If these contract documents include warranty periods for products, installation and other Work that exceed the guarantee period, these items' warranty periods shall not be superseded by the warranty period.

#### PART 2 PRODUCTS

(Not Used)

#### PART 3 EXECUTION

#### 3.01 FINAL CLEANING

- A. Upon completion of work, and prior to final inspection, Contractor shall remove all of its equipment, signs, facilities, construction materials, and trash, and shall perform any other reasonable cleanup activities requested by Owner. All disturbed areas shall be revegetated, restored, or otherwise put into a condition satisfactory to Owner. Revegetation shall be carried out in accordance with the Specifications.
- B. Conduct cleaning and waste removal operations in accordance with local laws and ordinances and federal and local environmental and antipollution regulations.
- C. Contractor shall comply with health and safety standards during cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems.

#### **END OF SECTION**

# DIVISION 2 SITE CONSTRUCTION

# SECTION 02020 ENVIRONMENTAL PROTECTION

#### PART 1 GENERAL

#### 1.01 WORK INCLUDED

This section covers the work necessary to provide and maintain environmental protection.

#### 1.02 RELATED WORK

- A. Section 01500, Temporary Facilities and Controls
- B. Section 02220, Earthwork
- C. Section 02270, Soil Erosion and Sedimentation Control
- D. Section 02485, Sodding
- E. Section 02486, Hydroseeding

#### 1.03 REFERENCED STANDARDS

The publications listed below form a part of this specification as if incorporated herein except as modified herein to the extent referenced. Referenced standards and recommended practices referred to herein shall be the latest edition of any such document.

- A. Environmental Protection Agency (EPA) Regulations:
  - 1. 40 CFR 112 Oil Pollution Prevention.
  - 2. 40 CFR 122 National Pollutant Discharge Elimination System (NPDES).
  - 3. 40 CFR 261 Identification and Listing of Hazardous Waste.
  - 4. 40 CFR 403 General Pretreatment Regulations for Existing and New Sources of Pollution.
  - 5. PL 96-510 Comprehensive Environmental Response Compensation and Liability Act of 1980.
- B. Florida Department of Transportation (DOT) Regulations:
  - 1. 49 CFR 171 Hazardous Materials General Information, Regulations, and Definitions.

2. 49 CFR 172 Hazardous Materials Tables, Hazardous Materials Communications, Requirements, and Emergency Response Information Requirements.

#### 1.04 SUBMITTALS

- A. The Contractor shall be responsible for the preparation and submission of an environmental protection plan before commencing work. The environmental protection plan shall include, but not be limited to, discussion of the items referenced in Section 3.0.
- B. The Contractor shall be required to submit a copy of the obtained NPDES Construction Activity Permit as soon as it becomes available.

# 1.05 GENERAL REQUIREMENTS

A. The Contractor shall provide and maintain environmental protection during the life of the work as defined herein and in accordance with the Contractor's NPDES - Construction Activity Permit. Environmental protection shall be provided to correct conditions that develop during the construction of permanent or temporary environmental protection features or that are required to control pollution that develops during normal construction practices. The Contractor's operations shall comply with all federal, state, and local regulations pertaining to water, air, solid waste, hazardous waste substances, asbestos and asbestos material, oily substances, and noise pollution.

#### 1.06 DEFINITIONS OF CONTAMINANTS

- A. Asbestos and Asbestos Material: Asbestos means actinolite, amphibole, amosite, anthophyllite, chrysotile, crocidolite, and tremolite. Asbestos material means asbestos or any material containing asbestos (such as asbestos waste, scrap, debris bags, containers, equipment, and asbestos contaminated clothing consigned for disposal).
- B. Debris: Includes both combustible and noncombustible wastes such as ashes, waste materials that result from construction or maintenance and repair work, leaves, and tree trimmings.
- C. Hazardous Material: As defined in United States (U.S.) Florida Department of Transportation (DOT) 49 Code of Federal Regulations (CFR) 171 and listed in U.S. DOT 49 CFR 172.
- D. Hazardous Substance: As defined in Public Law 96-510 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

- E. Hazardous Waste: As defined in EPA 40 CFR 261 and/or appropriate state regulations.
- F. Oily Substance: Includes petroleum products and bituminous materials.
- G. Rubbish: A variety of combustible and noncombustible wastes such as paper, boxes, glass and crockery, metal and lumber scrap, tin cans, and bones.
- H. Sanitary Wastes:
  - Sewage That which is considered domestic sanitary sewage.
  - Garbage Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.
- I. Sediment: Soil and other debris that has been eroded and transported by runoff water or wind.
- J. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, residential, and agricultural operations and from community activities.
- K. Waste fill (refuse and fill): Any combination of solid waste, garbage, rubbish and debris that has been previously landfilled for final disposal.

#### PART 2 PRODUCTS

(Not Used)

#### PART 3 EXECUTION

#### 3.01 PROTECTION OF NATURAL RESOURCES

- A. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed be preserved in their existing condition or be restored to an equivalent or improved condition, as determined by the Engineer, upon completion of the work. The Contractor shall confine his construction activities to areas defined by the Work Schedule, Drawings, and these Specifications.
- B. Land Resources: Except in areas indicated to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy trees or shrubs. No ropes, cables, or guys shall be fastened to or attached to any existing trees for anchorage unless specifically authorized by the Engineer. Where such special emergency use is

permitted, the Contractor shall be responsible for any damage resulting from such use.

- 1. The Contractor shall include in the environmental protection plan the steps for protecting existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Rocks that are displaced into uncleared areas shall be removed and disposed of by the Contractor.
- 2. Repair or Restoration: All trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be repaired and/or restored to their original condition at the Contractor's expense. The Engineer shall approve the repair and/or restoration prior to its initiation and upon completion.
- 3. Temporary Construction: The Contractor shall completely remove all temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges. Temporary roads, parking areas, and similar temporary use areas shall be graded in conformance with surrounding areas and shall be tilled and seeded, unless within areas specified to be otherwise landscaped or developed. Seeding shall include, but not be limited to, topsoil, nutriment, and maintenance as necessary to establish a suitable stand of grass and shall be in accordance with Section 02485, Grassing.

## C. Water Resources

- 1. All work under this contract shall be performed in such a manner that any adverse environmental impact to water resources, where applicable, is reduced to a level that is acceptable to the applicable environmental agencies and the Owner.
- 2. Oily and Hazardous Substances: Special measures shall be taken at all times to prevent oily and/or other hazardous substances including soil sterilent materials from entering the ground, drainage areas, or bodies of water. Environmental requirements applicable to the prevention of oil spill are contained in EPA 40 CFR 112.
- D. Fish and Wildlife Resources: The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife, except as may be indicated or specified.

E. Historical and Archaeological Resources: All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved and reported immediately to the Owner and the Engineer for determination of actions to be taken.

#### 3.02 EROSION AND SEDIMENT CONTROL MEASURES

- A. Burn-Off: Burn-off of ground cover will not be permitted without prior approval of the Engineer and the necessary regulatory permits. The Contractor is responsible for obtaining all required permits prior to burning. The Contractor is also responsible for impacts to public safety, including traffic safety, from the burn event (smoke, etc.).
- B. Reduction of Exposure of Unprotected Erodible Soils: Earthwork brought to final grade shall be finished immediately as indicated and specified. Where side and back slopes shall be protected immediately upon completion of rough grading. All earthwork shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils.
- C. Temporary Protection of Erodible Soils: Such methods as may be necessary shall be used to prevent erosion and control sedimentation effectively, including, but not limited to, the following:
  - 1. Mechanical Retardation and Control of Runoff: The rate of runoff from the construction site shall be mechanically retarded and controlled. This includes construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses.
  - Vegetation and Mulch: If necessary to prevent erosion, temporary protection shall be provided on all side and back slopes as soon as rough grading is completed or sufficient soil is exposed to require protection. Such protection shall be by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Slopes too steep for stabilization by other means shall be stabilized by hydroseeding, mulching anchored in place, covering by anchored netting, sodding, or such combination of these and other methods as may be necessary for effective erosion control.
- D. The Contractor shall provide temporary protection of erodible soils in the landfill cell area, excavations, and existing swales. Protection shall include, but not limited to, the use of silt fences, haybales, etc.

#### 3.03 CONTROL AND DISPOSAL OF SOLID, HAZARDOUS, AND SANITARY WASTES

- A. General: Wastes generated by the Contractor shall be picked up and placed in containers provided by the Contractor which are emptied on a regular schedule at the expense of the Contractor. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. Upon completion, the areas shall be left clean and natural looking. All signs of temporary construction and activities incidental to construction of the required permanent work shall be completely removed.
- B. Disposal of Rubbish and Debris: The Contractor shall dispose of all waste in a manner that complies with federal, state, and local requirements. The Contractor shall have a copy of state and/or local permit or license which reflects such agency's approval and his compliance with their solid waste disposal regulations. All waste material generated by the Contractor, with the exception of waste fill excavated as part of earthwork operations, shall be disposed of at a permitted disposal facility at the expense of the Contractor. The permit or license and the location of the disposal area used by the Contractor shall be provided to the Engineer prior to transportation and disposal of any material by the Contractor.

All waste fill excavated by the Contractor as part of earthwork operations shall be disposed of on site within lined Cell II-A or II-B as directed by the Owner. Excavated waste fill shall not be stockpiled with excavated earth fill.

- C. Sewage, Odor, and Pest Control: Sewage shall be disposed of through connection to municipal, district, or station sanitary sewerage systems. No substances shall be disposed of to a sewerage system which will interfere with treatment plant operation, in accordance with EPA 40 CFR 403. Where such systems are not available, chemical toilets or comparably effective units shall be used with wastes periodically emptied into municipal, district, or station sanitary sewerage systems. Provisions shall be made for pest control and elimination of odors.
- D. Hazardous Waste: Hazardous waste shall be handled, stored, manifested, and disposed of in accordance with federal, state, and local regulations. All hazardous waste generated from an activity must be identified as being generated under the activity "EPA Hazardous Waste Generator Number" for manifesting purposes.

#### 3.04 DUST CONTROL

Dust shall be minimized at all times, including but not limited to, nonworking hours, weekends, and holidays. Soil at the site, haul roads, and other areas disturbed by the Contractor's operations shall be wetted or treated by other approved means, as necessary, to control dust.

# 3.05 NOISE

The maximum use shall be made of "low-noise-emission products" as certified by the EPA when available. No blasting or use of explosives will be permitted.

**END OF SECTION** 

# SECTION 02095 FABRIC FORMED CONCRETE

#### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of the fabric formed concrete erosion control lining systems in accordance with the lines, grades, design, and dimensions shown on the Contract Drawings and as specified herein.

#### 1.02 DESCRIPTION

The work shall consist of installing an unreinforced concrete lining by positioning specially woven, double layer synthetic forms on the surface to be protected and filling them with a pumpable fine aggregate concrete (structural grout) in such a manner as to form a stable lining of required thickness, weight and configuration.

#### 1.03 REFERENCED STANDARDS

# A. American Society for Testing and Materials (ASTM)

ASTM D 5261 Test Method for Measuring Mass per Unit Area of Geotextiles
ASTM D 5199 Test Method for Measuring Nominal Thickness of Geosynthetics
ASTM D 4595 Test Method for Tensile Properties of Geotextiles by the Wide
Width Strip Method

ASTM D 4632 Test Method for Breaking Load and Elongation of Geotextiles

ASTM D 4533 Standard Test Method for Trapezoidal Tearing Strength of

Geotextiles

ASTM D 4751 Test Method for Determining Apparent Opening Size for a Geotextile

ASTM D 4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity

ASTM D 4759 Standard Practice for Determining the Specification Conformance of Geosynthetics

ASTM D 4354 Standard Practice for Sampling of Geosynthetics for Testing
ASTM D 4884 Standard Test Method for Strength of Sewn or Bonded Seams of
Geotextiles

ASTM D 4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples

ASTM C 939 Standard Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method)

ASTM C 31 Standard Practice for Making and Curing Concrete Test Specimens in the Field

ASTM C 39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens

ASTM C 150 Standard Specification for Portland Cement

ASTM C 33 Standard Specification for Concrete Aggregates

ASTM C 618 Standard Specification for Coal Fly Ash and Calcined Natural Pozzolan for Use in Concrete

ASTM C 494 Standard Specification for Chemical Admixtures for Concrete
ASTM C 260 Standard Specification for Air-Entraining Admixtures for Concrete

#### 1.04 SUBMITTALS

- A. The Contractor shall submit to the Engineer all manufacturers' full-scale flume hydraulic testing and calculations in support of the proposed fabric formed concrete lining system and geotextile.
- B. The Contractor shall furnish the manufacturer's certificates of compliance for the fabric formed concrete lining. The Contractor shall also furnish the manufacturer's specifications, literature, shop drawings for the layout of the lining, and any recommendations, if applicable, that are specifically related to the project.
- C. Alternative materials may be considered. Such materials must be pre-approved in writing by the Engineer prior to the bid date. Alternative material packages must be submitted to the Engineer a minimum of fifteen (15) days prior to the bid date. Submittal packages must include, as a minimum, the following:
  - 1. Full-scale laboratory testing and associated engineering calculations quantifying the hydraulic capacity of the proposed fabric formed concrete lining system in similar conditions to the specified project.
  - 2. Material testing reports prepared by a certified geotextile laboratory attesting to the alternative material's compliance with this Specification.

# TABLE 02095-1 FILTER POINT (FP) CONCRETE LININGS

Physical Properties	Value
Average Thickness (in)	3
Mass Per Unit Area (lb/ft2)	34
Filter Point Spacing (in)	6
Area Per Filter Point (in2)	2
Perimeter Per Filter Point (in)	6.5
Hydraulic Design Properties	
Shear Resistance (lb/ft2)	15

#### PART 2 PRODUCT

#### 2.01 FABRIC FORMED CONCRETE LINING

Fabric formed concrete lining(s) shall be Filter Point (FP) type and shall meet or exceed the minimum property values listed in Table 02095-1.

#### 2.02 FABRIC FORMS

A. The fabric forms for casting the concrete lining(s) shall be as HYDROTEX® Filter Point or approved equal. The fabric forms shall be composed of synthetic yarns formed into a woven fabric. Each layer of fabric shall conform to the physical, mechanical and hydraulic requirements listed in Table 02095-2. The fabric forms shall be free of defects or flaws which significantly affect their physical, mechanical, or hydraulic properties.

# Table 02095-2 FILTER POINT (FP) FABRIC

	Test Method	Units	Values
Physical Properties			
Composition of Yarns			Polyester
Mass Per Unit Area	ASTM D 5261	$oz/yd^2 (g/m^2)$	11.3 (319)
(double-layer)			
Thickness	ASTM D 5199	mils (mm)	25 (0.6)
Mill Width		in (m)	83 (2.1)
Mechanical Properties			
Wide-Width Strip Tensile	ASTM D 4595		
Strength			
MD		lbs (kN/m)	295 (51.7)
TD		lbs (kN/m)	269 (45.7)
Elongation at Break	ASTM D 4595		
MD		%	13
TD		%	13
Grab Tensile Strength	ASTM D 4632		
MD		lbs/in	310 (54.3)
TD		lbs/in	228 (39.9)
Elongation at Break	ASTM D 4632		
MD		%	23
TD		%	20
Trapezoidal Tear Strength	ASTM D 4533		
MD		lbs (N)	125 (556)
TD		lbs (N)	105 (467)
Hydraulic Properties			
Apparent Opening Size (AOS)	ASTM D 4751	US Standard Sieve (mm)	16 (1.18)
Permittivity	ASTM D 4491	sec <sup>-1</sup>	2.4
Flow Rate	ASTM D 4491	gal/min/ft <sup>2</sup> (l/min/m <sup>2</sup> )	180 (7330)
Flow Rate through Filter Point	ASTM D 4491	gal/min/ft <sup>2</sup> (l/min/m <sup>2</sup> )	7 (285)

#### Notes:

- 1. Conformance of fabric to specification property requirements shall be based on ASTM D 4759, "Standard Practice for Determining the Specification Conformance of Geosynthetics."
- 2. All numerical values represent minimum average roll values (i.e., average of test results from any sample roll in a lot shall meet or exceed the minimum values). Lots shall be sampled according to ASTM D 4354, "Standard Practice for Sampling of Geosynthetics for Testing."
  - B. Fabric forms shall consist of double-layer woven fabric joined together by spaced, interwoven filter points to form a concrete lining with a deeply cobbled surface appearance. Filter points shall be formed by interweaving the double-layer fabric to form water permeable drains and attachment points for the control of concrete lining thickness. The interweaving of the fabric layers shall form an area of double density, high strength, single-layer fabric with area and perimeter given in Table 02095-1.

- C. All seams sewn in the factory shall be not less than 100 lbf/in when tested in accordance with ASTM D 4884. All sewn seams and zipper attachments shall be made using a double line of U.S. Federal Standard Type 401 stitch.
- D. Baffles shall be installed at predetermined mill width intervals to regulate the distance of lateral flow of fine aggregate concrete. The baffle material shall be nonwoven filter fabric. The grab tensile strength of the filter fabric shall be not less than 90 lbf (400 N) when tested in accordance with ASTM D 4632.
- E. The fabric forms shall be kept dry and wrapped such that they are protected from the elements during shipping and storage. If stored outdoors, they shall be elevated and protected with a waterproof cover that is opaque to ultraviolet light. The fabric forms shall be labeled as per ASTM D 4873, "Standard Guide for Identification, Storage and Handling of Geosynthetic Rolls and Samples."
- F. The Contractor shall submit a manufacturer's certificate that the supplied fabric forms meet the criteria of these Specifications, as measured in full accordance with the test methods and standards referenced herein. The certificates shall include the following information about each fabric form delivered:
  - 1. Manufacturer's name and current address; full product name
  - 2. Style and product code number; form number(s)
  - 3. Composition of yarns
  - 4. Manufacturer's certification statement

### 2.03 FINE AGGREGATE CONCRETE

- A. Fine aggregate concrete shall consist of a proportioned mixture of Portland cement, fine aggregate (sand) and water. The consistency of the fine aggregate concrete delivered to the concrete pump shall meet manufacturer specifications. The mix shall exhibit a compressive strength of 2,000 lb/in2 (13.8 MPa) at 28 days, when made and tested in accordance with ASTM C 31 and C 39.
- B. Portland cement shall conform to ASTM C 150, Type I or Type II.
- C. Fine aggregate shall conform to ASTM C 33, except as to grading. Aggregate grading shall be reasonably consistent and shall not exceed the maximum size which can be conveniently handled with available pumping equipment.
- D. Water for mixing shall be clean and free from injurious amounts of oil, acid, salt, alkali, organic matter or other deleterious substances.
- E. Pozzolan, if used, shall conform to ASTM C 618, Class C, F or N.

F. Plasticizing and air entraining admixtures, if used, shall conform to ASTM C 494 and ASTM C 260, respectively.

### 2.04 FILTER FABRICS

- A. The geotextile filter fabrics shall be composed of synthetic fibers or yarns formed into a nonwoven or woven fabric. Fibers and yarns used in the manufacture of filter fabrics shall be composed of at least 85% by weight of polypropylene, polyester or polyethylene. The materials shall conform to the physical requirements listed in Table 02095-3. The geotextile shall be free of defects or flaws which significantly affect its mechanical or hydraulic properties.
- B. The geotextile filter fabric must be permitted to function properly by allowing relief of hydrostatic pressure; therefore fine soil particles shall not be allowed to clog the geotextile.
- C. The geotextile filter fabric shall be kept dry and wrapped such that they are protected from the elements during shipping and storage. If stored outdoors, they shall be elevated and protected with a waterproof cover that is opaque to ultraviolet light. The fabric forms shall be labeled as per ASTM D 4873, "Standard Guide for Identification, Storage and Handling of Geosynthetic Rolls and Samples."

### TABLE 02095-3 FILTER FABRIC

	Test Method	Units	Values
Mechanical Properties			
Grab Tensile Strength	ASTM D 4632	lbf/in	90 (in any principal
			direction)
Elongation at Break	ASTM D 4632	%	50 max. (in any principal
			direction)
Trapezoidal Tear Strength	ASTM D 4533	lbf/in	40 (in any principal
			direction)
Puncture Strength	ASTM D 4833	lbs	55 (in any principal
			direction)
CBR Puncture Strength	ASTM D 6241	lbs	250 (in any principal
			direction)
Hydraulic Properties			
Apparent Opening Size (AOS)	ASTM D 4751	US Sieve	60 max.
Permittivity	ASTM D 4491	sec <sup>-1</sup>	1.0
Flow Rate	ASTM D 4491	gal/min/ft <sup>2</sup>	50

#### Notes:

1. Conformance of fabric to specification property requirements shall be based on ASTM D 4759, "Standard Practice for Determining the Specification Conformance of Geosynthetics."

### PART 3 EXECUTION

# 3.01 SITE PREPARATION

- A. Areas on which fabric forms are to be placed shall be constructed to the lines, grades, contours, and dimensions shown on the Contract Drawings. All obstructions such as roots and projecting stones shall be removed. Where such areas are below the allowable grades, they shall be brought to grade by placing compacted layers of clean fill. Soft and otherwise unsuitable subgrade soils shall be identified, excavated and replaced with select materials in accordance with the Contract Specifications.
- B. Excavation and preparation of aprons as well as anchor, terminal or toe trenches shall be done in accordance with the lines, grades, contours, and dimensions shown on the Contract Drawings.
- C. Immediately prior to placing the fabric forms, the prepared area shall be inspected by the CQA Consultant, and no forms shall be placed thereon until the area has been approved.

### 3.02 FABRIC FORM PLACEMENT

- A. A filter fabric shall be placed on the graded surface approved by the CQA Consultant.
- B. Fabric forms shall be placed over the filter fabric and within the limits shown on the Contract Drawings. Anchoring of the fabric forms shall be accomplished through the use of anchor, terminal and toe trenches.
- C. Adjacent fabric forms shall be joined before filling with fine aggregate concrete by field sewing or zippering the two bottom layers of fabric together and the two top layers of fabric together.
- D. When conventional joining of fabric forms is impractical or where called for on the Contract Drawings, adjacent forms may be overlapped a minimum of 3 ft (1 m) to form a lap joint, pending approval by the Engineer. Based on the predominant flow direction, the downstream edge of the form shall overlap the upstream edge of the next form. In no case shall simple butt joints between forms be permitted.
- E. Immediately prior to filling with fine aggregate concrete, the assembled fabric forms shall be inspected by the CQA Consultant, and no fine aggregate concrete shall be pumped therein until the fabric seams have been approved. At no time

shall the unfilled fabric forms be exposed to ultraviolet light (including direct sunlight) for a period exceeding five days.

### 3.03 FINE AGGREGATE CONCRETE PLACEMENT

- A. Following the placement of the fabric forms, small slits shall be cut in the top layer of the fabric form to allow the insertion of the filling pipe at the end of the fine aggregate concrete pump hose. These slits shall be of the minimum length to allow proper insertion of the filling pipe. Fine aggregate concrete shall be pumped between the top and bottom layers of fabric, filling the forms to the recommended thickness and configuration.
- B. Fine aggregate concrete shall be pumped in such a manner that excessive pressure on the fabric forms and cold joints are avoided. A cold joint is defined as one in which the pumping of the fine aggregate concrete into a given form is discontinued or interrupted for an interval of forty-five or more minutes.
- C. Holes in the fabric forms left by the removal of the filling pipe shall be temporarily closed by inserting a piece of nonwoven fabric or similar material. The nonwoven fabric shall be removed when the concrete is no longer fluid and the concrete surface at the hole shall be cleaned and smoothed by hand. Foot traffic on the filled form shall not be allowed for one hour after filling.
- D. After the fine aggregate concrete has set, all anchor, terminal and toe trenches shall be backfilled and compacted.

END OF SECTION

# SECTION 02120 PAVING AND SURFACING

### PART 1 GENERAL

# 1.01 SCOPE OF WORK

This Work shall consist of furnishing all labor, materials, tools, testing and equipment necessary to install and construct all road base coarse and bituminous asphaltic paving.

### 1.02 RELATED WORK

- A. Section 02220 Earthwork
- B. Section 02270 Erosion and Sedimentation Control

### 1.03 SUBMITTALS

Furnish certification from concrete, bituminous and aggregate producers attesting that materials conform to the requirements of the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (FDOT Specifications) and latest edition of the FDOT Flexible Pavement Manual.

# 1.04 CONSTRUCTION QUALITY ASSURANCE

# A. Source Quality Control:

- 1. Use materials conforming to requirements of the latest FDOT Specifications Section 334 and the latest workbook for revisions.
- 2. Use products of a bituminous asphalt concrete producer regularly engaged in production of bituminous asphalt concrete conforming to the standards referenced herein.
- 3. Maintain quality of work by using products of a qualified bituminous concrete producer and qualified plant operating workmen.

# B. Construction Quality Assurance (CQA)

Testing will be conducted by the Contractor for Quality Control for verification to determine compliance with the specified degree of compaction and moisture content in accordance with FDOT Specification Section 200-6.4. for subbase and FDOT Specification Section 160-7 for subgrade. Testing will be performed according to requirements outlined in FDOT Standard Specifications for Road and Bridge Construction Section 330.

### C. Referenced Standards:

- 1. ASTM International (ASTM):
  - a. D1557, Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.5-kg) Rammer and 18-in (457-mm) Drop
  - b. D2922, Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - c. D3017, Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - d. D946, Penetration-Graded Asphalt Cement for Use in Pavement Construction
- 2. Florida Department of Transportation
- 3. Asphalt Institute
  - a. MS-2, Mix Design Methods for Asphalt Concrete and Other Hot Mix Types
  - b. MS-3, Asphalt Plant Manual
  - c. MS-8, Asphalt Paving Manual
  - d. MS-19, Basic Asphalt Emulsion Manual

### PART 2 PRODUCTS

# 2.01 MATERIALS

All materials shall conform to the latest edition of the Florida Department of Transportation Flexible Pavement Design Manual and as indicated on the Contract Drawings.

- A. Aggregate Road Base: Aggregate road base shall be limerock, 3/4-inch maximum grading conforming to FDOT Section 911.
- B. Liquid Asphalt: Liquid asphalt for tack coats base shall be Type RS-1 or RS-2 and shall comply with FDOT Section 300. Liquid asphalt for prime coats on the aggregate road base shall be Type RC-70 or RC-250 and shall comply with FDOT Section 300.
- C. Asphalt Concrete: Asphalt concrete shall be Superpave SP-12.5, Traffic Level C in accordance with FDOT Section 334.
- D. Traffic line paint shall be a white latex traffic paint 21209 by Glidden, Vin-L-Stripe acrylic epoxy traffic paint W-801 by Dunn-Edwards, or equal.

### PART 3 EXECUTION

# 3.01 PAVEMENT REMOVAL

#### A. General:

- 1. Cut any existing pavement to neat lines at the tie in of the proposed road to existing paved perimeter road.
- 2. Remove pavement to final pavement restoration pay-line widths as shown on the Drawings.
- 3. If pavement is removed or disturbed for a greater width without written authorization of the Engineer, the Owner will require the Contractor to replace such pavement without compensation.
- B. At joints between existing pavements and new paving work, a PG binder tack coat material shall be applied for adequate bonding.

### 3.02 AGGREGATE BASE PLACEMENT

- A. Subgrade: Areas to be improved shall be graded and well-compacted in accordance with paragraph 02200-3.06. Where indicated on the plans, the subgrade shall be treated with a stabilizing material (if necessary) for Type B stabilization (LBR 40) in accordance with FDOT Section 160.
- B. Aggregate Road Base: Placing of aggregate road base shall comply with FDOT Section 200. The aggregate road base shall be placed in multiple lifts. Relative compaction of each lift shall be a minimum of 98 percent of the maximum dry density as determined using methods set forth in ASTM D1557.
- C. Primed Aggregate Road Base: The aggregate road base shall be given a prime coat with liquid asphalt as specified and in conformance with FDOT Section 300.
- D. Prime coat shall be applied to the aggregate base prior to the placement of asphalt concrete pavement. The material shall be applied at a rate of no less than 0.15 gallons per square yard. Any prime coat material that has not penetrated the aggregate road base shall be "blotted" with clean dry silica sand.

# 3.03 ASPHALT CONCRETE PAVEMENT

Placement of asphalt concrete pavement shall comply with Leon County Standards and FDOT Specification Section 330. Berms shall be shaped and compacted with an extrusion machine. The asphalt mixture may include up to 30% recycled asphalt (maximum).

A. Cleaning and Base: Before any bituminous material is applied, all loose material, dust, and foreign material which would prevent proper bond with existing surface shall be removed for the full width of the application. Particular care shall be taken to clean the outer edges of the strip to be treated in order to insure that the prime or tack coat will adhere. Where the prime or tack coat is applied adjacent to curb and gutter or valley gutter, such concrete surfaces are to be protected and kept free of bituminous material.

# B. Preparation

1. Primer: The surface to be primed shall be clean and free of standing water. For limerock road bases, the glazed finish shall have been removed leaving a granular or porous condition that will allow free penetration of bituminous material. The temperature of the prime material shall be between 100 degrees F and 150 degrees F. The actual temperature will be that which will insure uniform distribution. The amount of bituminous material applied shall be not less than 0.10 gallon per square yard for limerock base and not less than 0.15 gallon per for sand clay, soil cement, or shell base.

A light uniform application of clean sand shall be applied prior to opening the primed base to traffic, in which case the sand shall be rolled with a traffic roller. If warranted by traffic conditions, the application shall be made only on one-half of the width of the base at one time, care being taken to secure the correct amount of bituminous material at the joint. The base shall be sufficiently moist in order to obtain maximum penetration of the asphalt.

- 2. Tack Coat: Where a bituminous surface is to be laid a tack coat shall be applied as herein specified. On newly constructed base courses the application of the tack coat shall follow the application of the prime coat, immediately prior to placing the wearing surface. The tack coat shall be applied with a pressure distributor. The bituminous material shall be heated to a suitable consistency as designed. The bituminous material shall be applied at the rate between 0.02 gallon and 0.08 gallon per square yard. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying but shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material and shall be kept free from traffic until the wearing surface is laid.
- 3. Seal Coat: Apply seal coat to surface course in accordance with AI MS-19 and FDOT standards.

### 3.04 INSTALLATION OF PAVEMENT OVER ACCESS ROAD

# A. General:

- 1. Backfill and compact the road surface using structural fill per the grading requirement shown on the drawings and requirements Section 02220-Earthwork.
- 2. The Contractor shall install pavement sections over the compacted structural fill to the dimensions shown in the drawings. Extreme caution shall be taken to avoid any damage to the geomembrane during placement and compaction. Contractor shall repair all damage areas of the geomembrane at no additional cost to the Owner.
- 3. Method of preparing and placing mixture, compaction and protection of in-place bituminous concrete for pavement shall comply with this Section.
- 4. Location of types and thicknesses of replacement pavements are as indicated on the Drawings.

# 3.05 CLEAN UP AND MAINTENANCE

- A. Immediately after placement, protect pavement from mechanical injury for 3 days.
- B. During construction, surfaces of all areas including, but not limited to, roads shall be maintained on a daily basis to produce a safe, desirable, and convenient condition.
  - 1. Roads shall be swept and flushed after backfilling, and re-cleaned as dust, mud, stones and debris caused by the work, or related to the work again accumulates.
  - 2. Failure of the Contractor to perform this work shall be cause for the Engineer to order the work to be done by others, and backcharge all costs to the Contractor.
- C. Repair or Correction of Unsatisfactory Conditions: All unsatisfactory conditions, as determined by the Engineer, resulting from the work shall be corrected.
- D. Any subnormal or dangerous condition caused by the work, on any surface, shall be repaired or corrected within two hours of observance or notification of its existence. If repairs or corrections are not made within this period, the Owner shall cause to have the work completed with the resulting cost subtracted from the

Contractor's next monthly payment request. Any such costs shall be deemed a reduction in the total amount due the Contractor under the contract and no subsequent reimbursement shall be made to the Contractor by the Owner for these costs.

END OF SECTION

# SECTION 02130 PASSIVE GAS WELLS and EXTRACTION SYSTEM

# PART 1 GENERAL

### 1.01 DESCRIPTION

A. Scope of Work: The Contractor shall provide all labor, equipment, materials, and appurtenances necessary to drill, install, and complete landfill passive gas collection wells as specified herein and as indicated on the Drawings. In addition, raising existing LFG wells and well heads to extend above the proposed closure cap.

There are thirty-six (36) passive gas wells to be located, drilled, installed, and completed for the Project. The perforated and solid pipe, bentonite seals, stone, and soil backfill packs for the passive wells shall be set at depths shown on the Plans or as designated in the field by the Engineer.

B. There are twenty-seven (27) existing vertical active gas collection wells will need to be extended upward due to the additional height of the closure layers. Well modification to include but not be limited to: extension of above ground well casing, removal and repositioning of landfill gas wellhead and flexible tubing, installation of liner boot, replacement of well tags, well protection and restoration to provide full function of the wellhead. Existing wellhead to be reused, unless otherwise directed by the Engineer.

There are twenty-seven (27) existing vertical active gas collection drains will need to be extended upward due to the additional height of the closure layers. Modifications include, but not limited to: extension of the drain casing, installation of the liner boot, and restoration of the drain covers, pipes, etc.

- C. It is expected that combustible, asphixiant, and hazardous gases will be venting from boreholes drilled to install extraction wells. The Contractor's bid price shall include provision for all equipment and procedures necessary to safely install wells under this condition. All work shall be performed by qualified workers in accordance with the best standards and practices available.
- D. Upon completion of each passive gas well or any exposed waste materials, Contractor is responsible for relocating all construction and drilling waste materials in the Class I landfill footprint requiring fill. Excavated refuse must be removed immediately prior to any rain event to prevent stormwater from contacting the refuse.

### 1.02 RELATED WORK

- A. Section 02200, Earthwork
- B. Section 15060, HDPE Pipe and Pipe Fittings

# 1.03 CONSTRUCTION QUALITY ASSURANCE

# A. Referenced Standards:

- 1. ASTM International (ASTM):
  - a. C136, Standard Method for Sieve Analysis of Fine and Coarse Aggregates
  - b. C702, Standard Practice for Reducing Field Samples of Aggregate to Testing Size
  - c. D2487, Standard Test Method for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
  - d. D2487, Standard Practice for Description and Identification for Soils (Visual-Manual Procedure)
  - e. D2922, Standard Test Methods for Density of Soil and Soil-Aggregate In- Place by Nuclear Methods (Shallow Depth)
  - f. D3042, Standard Test Method for Insoluble Residue in Carbonate Aggregates.
  - g. D4318, Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
  - h. D1693 Test Method for Environmental Stress Cracking of Ethylene Plastics.
  - i. D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
  - j. D2513, Thermoplastic Gas Pressure Pipe, Tubing, and Fittings.
  - k. D2683, Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and Tubing.
  - 1. D3261, Standard Specification for Butt Heat Fusion Polyethylene (PE Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
  - m. D3350 Specification for Polyethylene Plastic Pipe and Fittings Material.
  - n. D421, Standard Practice for Dry Preparation of Soil Samples for Particle- Size Analysis and Determination of Soil Constants.
  - o. D422, Standard Test Method for Particle-Size Analysis of Soils.
  - p. D4220, Standard Practices for Preserving and Transporting Soil Samples.
  - q. F480, Standard Specification for Thermoplastic Water Well Casing Pipe and Couplings Made in Standard Dimension Ratio (SDR).
  - r. F1248 Determination of Environmental Stress Crack Resistance (ESCR) of Polyethylene Pipe.

# B. Qualifications:

- 1. The driller and installer of the landfill passive gas wells shall have completed at least one hundred (100) successful vertical landfill gas wells of similar type and depth as the passive gas wells proposed for the this Project within the last two (2) years.
- 2. All landfill gas wells and modifications to the wells shall be installed under the direction of a competent professional retained by the Contractor. All final gas well drilling logs and construction diagrams of the modifications to the wells shall be signed by a registered professional or person of responsible charge, also retained by the Contractor. Field supervision of drilling, logging and installation activities shall be performed by trained, experienced technical personnel.

# C. Miscellaneous

- 1. Contractor's personnel Health and Safety Plan (HASP) shall be available for informational purposes.
- 2. Retain a professional experienced in installation of landfill gas wells to be responsible for observing and documenting information related to all installation activities.
- 3. Inspect well materials for cleanliness, deformations, and imperfections, and to ensure conformance with specifications prior to use.

### 1.04 SUBMITTALS

- A. The Contractor shall prepare and submit to the Engineer, for review and approval, Certificates of Compliance on materials furnished, and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, and inspection of pipe and appurtenances furnished.
- B. The Contractor shall submit a HASP specific for this Project. The submittal is for information purposes only and to demonstrate the Contractor and Installer have developed a site specific HASP for the work to be accomplished. The HASP is not for review or approval of the Engineer, the adequacy of the HASP is the fill responsibility of the Contractor and Installer before any construction starts.
- C. The Contractor shall prepare and submit to the Engineer for review and approval Shop Drawings showing dimensions, materials, and manufacturer's information for backfill materials, pipe, pipe perforations, fittings, bentonite, and wellhead components.

- D. One week prior to well drilling, Contractor shall submit an example well boring log and construction log. The example log shall be completed with all of the required descriptions and pertinent information required under Part 3.3 of this Section.
- E. At least two weeks prior to construction, the Contractor shall submit to the Engineer for review and approval, results of the sieve analysis and calcium carbonate content for the stone backfill, samples of all well backfill materials (if requested), the name of the vendor(s) and source of materials furnished.
- F. At the end of each day, Contractor shall provide the Engineer copies of the handwritten well boring and completion logs for each well drilled on that day. Information to be included on the well logs is listed in Part 3.3 of this Section.
- G. Final boring logs, based on field information shall be typewritten and submitted with the Record Documents.
- H. As-Built drawings shall be submitted to the Engineer including, northing, easting and elevation data for all required points of the gas collection system in the state plane coordinate system. Top of casing and ground surface elevation shall be surveyed for all well points.

# PART 2 PRODUCTS

# 2.01 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following Manufacturers of HDPE casing, screen, protective casing and accessories are acceptable:
  - 1. See Section 15060.

# 2.02 MATERIALS

- A. Well Casing as specified in Section 15060:
  - 1. 6 inch nominal diameter.
  - 2. ASTM D1248.
  - 3. High Density Polyethylene Pipe (HDPE) PE 3408 SDR 11 or approved equal with ASTM D3350 Cell Classification 345434C.
- B. Well Screen:
  - 1. Same material and dimensions as casing.
  - 2. 3/8 inch diameter perforation
  - 3. Holes to be factory installed. No holes or slots to be installed in the field.

4. 20 foot lengths or as needed. Field cutting will be allowed as long as cuts are clean, perpendicular to the pipe, and do not affect the integrity of the well screen.

# C. HDPE Jointing:

- 1. All joints shall be butt fused per ASTM D3261.
- 2. Bottom cap of screen shall be butt fused per ASTM D3261.

# D. Filter Pack as specified in Section 02220:

- 1. Clean washed, non-calcareous gravel with no fines.
- 2. 1-inch to 3-inch diameter size so as not to impair flow to perforations/slots.

### E. Bentonite Seal:

- 1. Pellet or chip form of sodium bentonite that shall consist of clay greater than 85% sodium montmorillonite, without additives.
- 2. Bentonite shall be hydrated per manufacturer's instructions prior to backfilling with soil. Bentonite shall be hydrated in 6-inch lifts as per Paragraph 3.2.C.15 of this Section.
- 3. Under no circumstances will the use of granular bentonite be permitted.

# F. Backfill Material:

1. Soil backfill material shall be granular material free of clay, sticks, roots and organics.

# G. Top and Bottom Cap:

- 1. Bottom end cap shall be HDPE butt fused per ASTM D3261 methods.
- 2. Contractor shall supply HDPE cap, with at least nine (9) ½-in dia holes drilled into the cap, with at least three (3) set screws to secure the cap to the elbow as per Project Drawings and Specifications.

# H. Geocomposite:

1. 6 oz geotextile bonded to geocomposite

### PART 3 EXECUTION

# 3.01 PREPARATION

- A. All materials necessary to complete the installation of the gas well drilling, and modifications to the existing extraction system shall be on-site prior to drilling start-up.
- B. Contractor shall follow his Health and Safety Plan at all times.

- 1. The Contractor is advised that the decomposing refuse produces landfill gas which is approximately 50 percent methane by volume. The Contractor is advised of the need for precautions against fire, explosion and asphyxiation when working in or near excavations which are in or near refuse-filed areas.
- 2. The Contractor shall perform all work in a fire -safe manner. He shall supply and maintain, on the site, adequate firefighting equipment capable of extinguishing incipient fires. The Contractor shall develop and maintain, for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions for work in or near refuse-filled areas including complying with all federal, state and local safety codes, ordinances and regulations, including the requirements of the United States Occupational Safety and Health Administration (OSHA), in accordance with 29 CFR t910, OSHA Standards and other such safety measures as may be required by the above mentioned regulatory agencies. Where these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 24 1) shall be followed. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. This person should be present at all times during construction and should be trained in the use of all of the recommended safety equipment.
- 3. The duty of the Engineer or the Owner to conduct review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the project construction site. The Contractor has complete responsibility other construction safety program based on all applicable federal, state, and local codes, ordinances, and regulations.
- 4. Payment for complying with the additional Safety Requirements for Construction on the work shall be included in the Contract lump sum price, and no separate payment will be made therefore.
- C. The Contractor shall survey and stake the well locations prior to drilling. Well layout surveying shall be done by a Florida Licensed Professional Surveyor. Contractor shall notify the Engineer of any discrepancies between the elevations shown on the drawings and actual field measurement elevations, and any other conflicts that may be evident.
- D. Contractor shall supply surveyed ground elevations to Engineer electronically in AutoCAD format so that the design depths may be confirmed at least one week prior to drilling.
- E. Well locations must be approved and may be adjusted by the Engineer prior to beginning drilling. Final well schedule to be used for construction of the vertical

wells will be provided by the Engineer after reviewing the survey provided by the Contractor.

# 3.02 INSTALLATION OF PASSIVE GAS WELLS

#### A. General:

- 1. All passive gas wells will be installed in the general locations shown in the Contract Drawings. The well schedule shows the estimated design depths of the wells along with the associated screen lengths. All field changes regarding the locations, depth, or dimensions specified in the Contract Drawings shall be approved by the Engineer and documented in the record drawings by the Contractor.
- 2. The Contractor shall provide at all times a thoroughly experienced, competent driller during all operations at the drill site.

# B. Well Hole Construction:

- 1. Drill wells using a minimum 36 in. OD core-grab bucket auger. Alternate drilling methods shall be pre-approved by the Engineer.
- 2. If a layer of coarse drainage sand or the liner is encountered while boring, drilling shall immediately cease and the Engineer shall be contacted immediately.
- 3. All gas well borings shall extend to the depth indicated in the plans. Under no circumstances, are the drilling depths from the well schedule on the Plans to be exceeded unless approved by the Engineer in advance.
  - a. Wet Borings:
    - (1) The Engineer shall be notified of wet boring conditions.
    - (2) If water is encountered in a boring, the Contractor may be directed by the Engineer to drill beyond the point at which it was encountered. If wet conditions remain the boring may be terminated if agreed upon by the Engineer and the length of perforated pipe adjusted by the Engineer. If wet conditions cease (e.g. due to perched water layer), then drilling will continue to the design depth.
    - (3) If water is encountered in a boring, the Engineer may decrease the well depth and length of perforated pipe, or relocate the well.

# b. Abandoned Borings

(1) If in the opinion of the Engineer, the borehole has not reached a sufficient depth to function as an effective

extraction well, the Contractor shall abandon this borehole by backfilling it with cuttings removed during drilling. Soil shall be backfilled and compacted to ground surface. Contractor shall supply additional soil backfill to refill any settlement within the abandoned borehole, as approved by the Owner and Engineer.

- (2) If cuttings are unsuitable as backfill (for example, box springs, tires, etc.) the Contractor shall use soil backfill material.
- (3) Compensation for abandoned borings shall be at the unit price for boring refusal.
- c. As soon as drilling is completed, a safety screen shall be placed over the top of the bore. This screen shall stay in place until backfilling is within 4 feet of the surface. Safety screen size should be large enough to accommodate all backfill materials and any tools used during backfill yet not large enough for any human to accidentally fall through.
- d. All bore holes that are not completed at the end of the day are to be covered with a metal well cover capable of preventing any persons from falling into the hole. The hole must then be covered with a piece of plywood to substantially cover the entire hole. Soil must be placed on top of the plywood to completely cover the plywood to further prevent gas emissions. Substitute safety measure may be used if approved by the Engineer.

# C. Well Installation:

- 1. Contractor shall fabricate the well casings in accordance with Project Drawings and Specifications. The well casing shall be perforated in accordance with the Details and Specifications. Well casings shall be capped at the end and welded at the surface prior to installation to prevent to prevent backfill material from entering the pipe.
- 2. No pressure tests are required for the collection well casings.
- 3. Measure depth of boring. The bore for the well shall be straight and the well pipe shall be installed in the center of the borehole. The well depth shall be measured from ground surface (note elevation on the well boring log) at the time of the boring to the bottom of the borehole with no obstruction. Total depth shall adjusted for final surface elevations based upon the Plans and final total depth noted on the well boring logs.

- 4. Connect the well screen and a sufficient length of well casing including bottom plug or cap.
- 5. Place 6-feet of gravel filter pack in the bottom of the boring prior to installing well casing.
- 6. In no instance, drive or force well into position. The Contractor shall take all necessary precautions to maintain the well pipe vertically plumb during the entire backfill operation of the borehole to the satisfaction of the Engineer.
- 7. If the pipe is installed out of plumb, as determined by the Engineer, the Contractor, at his own expense shall correct the alignment.
- 8. Join screen and riser sections for a single interval by butt fusion methods per ASTM D3261 for HDPE.
- 9. Extend casing to no more than 4 feet above final cover surface elevation or as shown on the Plans.
- 10. At the end of each day, Contractor shall cap the ends of all joined pipes longer than 20 feet to prevent entry by animals and debris.
- 11. Continue placement of gravel filter pack into the annulus between the well screen and the borehole wall until the filter pack is 24 inches minimum above the top of the well screen. All filter pack materials shall be placed by methods approved by Engineer. All gravel to be placed with a trimmie pipe uniformly around the well casing.
- 12. Take periodic depth soundings to monitor the level of the gravel filter pack and detect any bridging. Soundings shall be taken at no more than 5-foot intervals.
- 13. Place FDOT No. 89 pea gravel above gravel or as an alternative place a 6 ounce non-woven geotextile bonded Geocomposite ring or approved equal on top of the gravel filter. If Geocomposite ring or approved equal barrier used, contractor to ensure the alternative material is placed in a manner so it uniformly covers the gravel, with approval from the Engineer. All gravel to be placed with a trimmie pipe uniformly around the well casing.
  - Place a 2-foot minimum layer of bentonite chips on top of the pea gravel to the dimensions shown on the plans.
- 14. Place a 10-foot minimum soil plug on top of the bentonite chips to the dimensions shown on the plans.

- 15. After ensuring that the casing is centered in the borehole, place 2 foot minimum bentonite seal on the soil plug in maximum 6-inch lifts.
  - a. Hydrate bentonite chips/pellet in the bore hole per supplier's recommendations for a minimum 1 hour after placement and prior to installing clean backfill. The bentonite must be thoroughly hydrated
  - b. Measure depth of bentonite seal after tamping each lift.
- 16. Install geomembrane boot around the well casing as show on the Drawings.
- 17. The grate over the borehole that is used to keep the well casing plumb shall not be removed until the borehole is backfilled to within 1 foot of ground surface and sufficiently compacted.
  - Complete passive well installation by welding pipe elbows and end cap with holes.
- 18. Collect and clean up drilling debris, cuttings around the work areas. Dispose in active landfill.
- 19. Mound shall be installed around the well riser to drain stormwater away from the well.
- 20. Contractor shall be responsible for any grading, leveling, towing and/or restoration that may be necessary for movement of the drill rig on the landfill property

# D. Refuse Disposal:

1. Contractor shall dispose of cuttings at the working face of the landfill by the end of each working day. Excavated refuse must be removed immediately during any rain event to prevent stormwater from contacting the refuse.

# E. Temporary Cap:

1. The Contractor shall temporarily cap the riser pipe of the vertical extraction well immediately after well pipe installation to prevent venting of LFG into the atmosphere. The Contractor shall remove this cap during the installation of the wellheads. Lag screws may be necessary to secure the cap due to the internal gas pressure within the well.

# F. Asbestos Handling:

- 1. If asbestos is encountered during drilling operations, the following waste handling procedures must be implemented:
  - a. If any waste appearing to possibly contain asbestos is uncovered, all asbestos handling procedures will be immediately placed into effect.
  - b. All persons within 25 feet of the drilling operations will be required to wear the appropriate respirators.
  - c. The use of Tyvek suits will be optional. However, if Tyvek suits are not worn, all employee uniforms must be laundered and the launderers notified of possible contamination with asbestos. All Tyvek suits will be considered to be contaminated with asbestos and will be disposed of accordingly.
  - d. A water truck equipped with the appropriate spraying equipment to keep the drill cuttings wet will be required at all times.
  - e. An area of appropriate size will be prepared to contain the cuttings by one of the following methods.
    - (1) A waste container lined with 6 mil polyethylene will be placed as close as reasonably possible to the well being drilled. A small area next to the drill rig where drill cuttings will be handled will also be lined with 6 mil polyethylene and covered with clean soil to protect the polyethylene. A small earthen berm will be made to help contain the cuttings and facilitate loading into the container. The polyethylene and soil cover will be considered to be part of the waste.
    - (2) An area next to the drill rig that is appropriately sized to accommodate all of the drill cuttings will be surrounded by a small soil berm approximately 30" high. This area will then be lined with 6 mil polyethylene and covered with clean soil to protect the polyethylene. This area will be positioned in a way such that all handling of cuttings will be in the protected area. The polyethylene and soil will be considered to be part of the waste.
  - f. All cuttings that are not already damp upon removal from the well bore will be immediately wetted.

- g. After wetting, all cuttings will be immediately placed into the container or moved to a different part of the storage area (if needed).
- h. All cuttings will be kept damp and covered.
- i. After the container is filled, the well is completed, or at the end of the workday, a representative sample will be taken of the waste. The waste sample will be tested by a certified testing laboratory for asbestos using the polarizing light microscopy method. While waiting for the test results, all waste will be kept damp and covered.
- j. If test results indicate greater than one (1) percent asbestos, the waste will be handled and disposed as asbestos waste. This will include keeping the waste wetted and covered as it is transported to another portion of the landfill. If asbestos waste is handled, all equipment that contacted the waste must be decontaminated in an acceptable manner prior to leaving the landfill site.
- k. If test results indicate less than one (1) percent asbestos, the waste will be tested as normal MSW and disposed of at the normal working face of the landfill.
- 1. An alternative to sampling and testing the waste will be to assume that the waste contains asbestos and to handle and dispose of accordingly.
- m. The cost of all laboratory testing will be the responsibility of the Contractor. The exact drilling procedure that will be followed must be included in the Contractor's Health and Safety Plan. Additionally, both the selected testing laboratory and testing protocol (should asbestos be encountered during drilling) must be submitted by the Contractor in writing and approved by the Owner prior to beginning any well drilling activities.
- n. Contractor shall be responsible for safely transporting asbestos to the active face for proper disposal as directed by the Owner. The Owner will not charge Contractor a tipping fee, but Contractor shall be responsible for all other costs.

### G. Settlement

1. Any settlement around the completed wells, or over abandoned boreholes, shall be backfilled within 3 weeks after placement of backfill from the level of the subsidence to 6 inches above existing grade with the appropriate cover materials.

# H. Obstruction

- 1. If there is a drilling obstruction encountered in the landfill that, despite the best reasonable efforts of the Contractor, cannot be penetrated, the Contractor shall request relief from the Owner or Engineer from completion of the well. The Owner or Engineer shall be the sole authority for deciding on one of the following:
  - a. Additional drilling efforts are needed at no additional compensation.
  - b. The hole shall be abandoned. The Contractor shall backfill the well to the predrilled condition or to the satisfaction of the OWNER or Engineer. The Contractor shall be compensated for the drilling and backfilling of the well, but not its completion.
  - c. The well shall be accepted at the obstructed depth. The well shall be completed at this new depth. Compensation shall be for the modified footage of the well.

# 3.03 MODIFICATION TO EXISTING LFG EXTRACTION WELLS AND SYSTEM

A. General: The existing LFG Extraction well casings, piping, wellhead, drains, and other landfill gas appurtenances are to be extended to the wellhead and top of the drains are a minimum of four (4) feet above the final grade at each location.

# B. Wellhead Installation:

- 1. Wellheads shall be removed from the existing wells. Installed in accordance with manufacturer's recommendations. Pipe sections of the wellhead shall be air-tight. Any leaks shall be repaired by Contractor at no additional cost to the Owner.
- 2. Install flexible hose so that hose has no sags, as show on the Plans. However, flexible hose shall not be taut. Provide enough slack to accommodate minor pipe settlement, as approved by the Engineer.
- 3. Wellhead to lateral connection shall be made with a 2 inch flexible hose fastened with stainless steel pipe clamps (or equal).

# 3.04 FIELD QUALITY CONTROL

- A. Submit the following to the Engineer after each day's work.
- B. Project Record Documents:
  - 1. Daily driller's report: During the drilling of the well, maintain daily driller's report that includes:
    - a. Date
    - b. Location
    - c. Boring Identification Number
    - d. Weather Conditions
    - e. Daily Activities
    - f. Equipment Used
    - g. Materials Used
    - h. Well construction (materials used, type, quantity, etc.)
    - i. The number of feet drilled.
    - j. The number of hours on the job (rig time, down time, stand-by, etc.).
    - k. Names of contract personnel on the job.
    - 1. The foot of casing set.
    - m. Other pertinent data as may be requested by the Engineer.
  - 2. Driller's log: During the drilling of the well, prepare and maintain a complete log that includes:
    - a. Logger's Name
    - b. Date
    - c. Location
    - d. Boring Identification Number
    - e. Equipment Used
    - f. Drill Crew
    - g. Time
    - h. The reference point for all depth measurements.
    - i. The depth at which each soil to refuse change occurs.
    - j. The thickness of each soil or refuse stratum.
    - k. The depth at which the leachate is encountered, if applicable.
    - 1. Depth to refuse and depth of undisturbed soil.
    - m. Visual description of refuse at 5-foot intervals:

- (1) Type of waste encountered including the estimated percentage of the following components (by volume) on visual inspection:
  - (a) Plastic/Cardboard
  - (b) Plastic
  - (c) Yard waste
  - (d) Construction debris
  - (e) Textiles
  - (f) Tires
  - (g) Sludge
  - (h) Dirt
- (2) Temperature of excavated refuse.
- n. Depth of location of any lost drilling material, tools, or any other unusual occurrences.
- o. The total depth of completed extraction well.
- p. The total depth of boring.
- q. Well screen interval.
- r. Solid pipe casing interval.
- s. Length of above ground riser stick-up pipe.
- t. Gravel filter pack depth interval.
- u. Bentonite seal depth interval.
- 3. Typed final copies of the well logs shall be submitted with the Record Drawings. Handwritten logs will not be acceptable for submittal with the Record Drawings.

END OF SECTION

# SECTION 02220 EARTHWORK

### PART 1 GENERAL

# 1.01 SCOPE OF WORK

- A. Contractor shall furnish all labor, materials, tools, supervision, transportation, and installation equipment necessary to perform all earthwork as specified in this section and as shown on the Drawings.
- B. Contractor shall perform earthwork activities in conjunction with the construction of other components of the Work.
- C. The Work of this section shall include, but not necessarily be limited to: removal of unsuitable overburden from on-site stockpiles, excavating soil, hauling, backfilling, compacting, and grading soil and aggregate materials. Work of this section may pertain in whole or in part to construction of the following: soil liner components of the final cover, anchor trenches, storm water cut-off berms, waste excavation and waste grading, placement of aggregate, and stockpiling of surplus material. The work of this section also includes any protection necessary to complete the Work.
- D. Earthwork shall conform to the dimensions, lines, grades, and sections indicated on the Drawings.

### 1.02 RELATED WORK

- A. Section 02225, Trenching
- B. Section 02270, Soil Erosion and Sediment Control
- C. Section 02701, LLDPE Geomembrane Liner
- D. Section 02930, Geocomposite

# 1.03 DEFINITIONS

- A. "Relative compaction" is defined as the ratio, in percent, of the as-compacted field dry soil density to the laboratory maximum dry density as determined by the Modified Proctor Method, ASTM D 1557. Corrections for oversize material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Engineer.
- B. "Optimum moisture content" is defined as the moisture content corresponding to the maximum dry density obtained by the Modified Proctor test, ASTM D 1557.

Field moisture content shall be determined on the basis of the fraction passing the No. 4 sieve.

- C. "Completed course" is defined as a course or layer that is complete and ready for testing and/or the next layer or phase of construction.
- D. "Clearing" shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.
- E. "Grubbing" shall consist of the removal and disposal of stumps, roots, and matted roots from the designated grubbing areas.

### 1.04 REFERENCED STANDARDS

- A. Reference standards and recommended practices referred to herein shall be the latest revision of any such document.
- B. Standards referenced herein are as listed below:

**ASTM D 2937** 

ASTM D 3017

ASTM D 3282

Moisture by Nuclear Method

Method

ASTM D 422 Particle Size - Analysis of Soils				
ASTM D 448 Standa	ard Sizes of Coarse Aggregate and Bridge			
Construction				
ASTM D 1140	Amount of Material in Soils Finer than the No. 200			
Sieve				
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method			
ASTM D 1557	Modified Test Methods for Laboratory Compaction			
Characteristics of Soil Using Modified Effort (56,000 - lbf/ft)				
ASTM D 1587	Thin-Walled Sampling of Soils			
ASTM D 2216	Laboratory Determination of Water (Moisture)			
Content of Soil, Rock, and Soil Aggregate Mixtures				
ASTM D 2434	Test Method for Permeability of Granular Soils			
(Constant Head)				
ASTM D 2487	Classification of Soils for Engineering Purposes			
(Unified Soil Classification System)				
ASTM D 2922	Density of Soil and Soil-Aggregate in Place by			
Nuclear Methods (Shallow Depth)				

Density of Soil In Place by the Drive Cylinder

Standard Test Method for Determining Soil

Standard Practice of Classification of Soils and Soil

Aggregate Mixtures for Highway Construction Purposes

ASTM D 4220 Preserving and Transporting of Soil Samples

ASTM D 4318 Liquid Limit, Plastic Limit, and Plasticity Index of

Soils

ASTM D 5084 Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter

AWPA C 1 All Timber Products - Preservative Treatment by Pressure Processes

EPA 9100 Saturated Hydraulic Conductivity, Saturated Leachate Conductivity, and Intrinsic Permeability

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Standard Specifications).

FDOT Roadway and Traffic Design Standards

### 1.05 SUBMITTALS

- A. At least 14 days prior to the start of any earthwork construction, Contractor shall submit to Engineer the following information and samples for proposed soil for earthwork originating from off-site sources.
  - 1. The proposed material source or sources, including quarry/site name, location, and supplier's name of material, site contact name and telephone number.
  - 2. Laboratory test data in conformance with the requirements of paragraph 2.01 B.
  - 3. A 5-gallon bucket containing a material sample from each proposed source.
- B. If work is interrupted for reasons other than inclement weather, Contractor shall notify Owner and the CQA Officer a minimum of 24 hours prior to the resumption of Work.
- C. Contractor shall submit to Engineer a soil stockpiling plan 14 days prior to start of work.
- D. A record of existing conditions shall be submitted by the Contractor prior to the start of this work and shall include all structures and other facilities adjacent to areas of work. Such records shall contain the location of existing utilities, the elevation of the top of foundation walls, the location and extent of cracks and other damage, and a description of surface conditions that exist prior to the start of work. The records shall be verified by the Engineer prior to starting the work.

E. Originals of manufacturer's catalog data sheets, operation instructions, and recommendations for proof-rolling, compaction, and earth moving equipment scheduled for use shall be submitted to the Engineer.

# 1.06 CONSTRUCTION QUALITY ASSURANCE, ACCEPTANCE AND TOLERANCES

- A. Prior to commencing any excavation or grading, the Contractor shall satisfy himself as to the accuracy of all survey data as indicated on the drawings and in the specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, he shall immediately notify the Engineer that proper adjustments can be anticipated or ordered. Commencement by the Contractor of any excavation or grading shall be held as an acceptance of the survey data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the survey data.
- B. All material limits shall be constructed within a tolerance of  $\pm 0.1$  foot except where dimensions or grades are shown or specified as minimum.
- C. All grading shall be performed to strictly maintain slopes and drainage as shown on the drawings.
- D. Contractor shall be aware of the activities outlined in the CQA Plan and shall account for these activities in the construction schedule.
- E. Prior to placement of protective soil, Contractor shall construct a test pad. The test pad shall be a minimum of 50' x 100' in plan dimensions, shall be constructed within the waste boundaries of the appropriate closure area, and shall include underlying soil and geosynthetic layers per the required closure system. The test pad shall be complete after verification and demonstration of successful soil moisture conditioning, grade control, placement, compaction, permeability and testing of soil layers. Contractor shall demonstrate that selected methods for all work will be conducted without damage to underlying closure system geosynthetic components.

### PART 2 PRODUCTS

# 2.01 GENERAL

A. The Owner shall provide earthen materials including structural fill, protective soil, and intermediate cover soil. The Contractor shall inspect and review geotechnical information related to Owner provided earthen materials and provide written acceptance of earthen materials prior to placement of material. The Contractor shall be responsible for providing aggregate and top soil.

- B. Contractor shall employ an independent geotechnical testing laboratory approved by Owner and Engineer to perform the prequalification tests for Contractor provided materials. Certification for all Contractor provided materials indicating that the material conforms to the specification requirements along with copies of the test results from the approved independent testing laboratory, shall be submitted to the Engineer for approval at least 10 days before the material is required for use. The Contractor shall coordinate material location and delivery with the testing agency and the Engineer. The Contractor shall notify the Engineer, in writing, a minimum of 24 hours prior to the time materials approval is required. The testing laboratory shall be certified and approved to do work with the Florida Department of Transportation. Prequalification testing is not required for Owner-supplied material.
- C. The Contractor shall provide certification that proposed material is clean and meets gradation and other parameters herein specified.
- D. The final approval of Contractor provided earthen materials shall be at the discretion of the CQA Officer and Engineer. No materials shall be delivered to the site or used in construction until the proposed source and materials tests have been tentatively accepted in writing by the Engineer.
- E. The following prequalification tests shall be performed on the fill material by the Contractor's independent geotechnical laboratory:

Table 02220-1 Qualification Testing For Material From Off-Site Sources

Material	Test	ASTM No.
Aggregates (FDOT 3 or 4, FDOT 57, Riprap, AASTO #3)	Classification	D 448
	Sieve Analysis	C 136
	Calcium Carbonate Content (only for aggregates used under final cover geomembrane, i.e. gas wells)	D 3042
	Resistance to Degradation (LA Abrasion)	C 535
Topsoil	Soil Classification (Classification according to USDA System)	D 2487
	Organic Content	FM 5-550

рН	E 70
Soluble Salts (Conductivity)	

F. Classification tests for materials as specified herein shall be in accordance with ASTM D 2487 except for aggregates. Preparation and testing for classification purposes shall be by the wet method. Additional tests required as part of ASTM D 2487 shall be for water content (ASTM D 2216), Atterberg limits (ASTM D 4318), particle size (ASTM D 422), and percent fines (ASTM D 1140). These additional tests shall be performed concurrently with each application of ASTM D 2487. Classification tests on all materials as specified herein shall be made on samples of each material at its place of production prior to shipment. Classification tests in excess of those listed above may be required on the finished product if variation in gradation is apparent or if the material appears to depart from the specifications. Additional testing shall be as directed by the Engineer.

# 2.02 STRUCTURAL FILL

- A. Structural fill will be used to construct berms, track-on road and anchor trench backfill as shown on the Drawings. The structural fill will consist of relatively homogenous natural soils that are free of debris, foreign objects, organics and other deleterious materials. Structural fill shall be classified according to ASTM D 2487 as GP-GM, GW-GM, GM, GW, SW-SM, SW, SP-SM, SP, SC or SM and will have no particles or soil clods larger than 4 in. (100 mm).
- B. The structural fill will be placed and compacted in lifts to the lines and grades shown on the Drawings. The compacted thickness of each lift will be 6 in. maximum (150 mm). Each lift will be compacted to at least 95 percent of the standard proctor maximum dry density (ASTM D698) within ±4% of optimum moisture content.

# 2.03 GRADING LAYER (SUBGRADE)

The Contractor shall excavate and/or fill the subgrade as required to achieve the subgrade elevations indicated on the drawings. Fill shall be placed in loose lifts not exceeding 12 inches and shall be compacted to at least 95% of the Modified Proctor (ASTM D 1557) maximum dry density, within  $\pm 4\%$  of optimum moisture content. The compacted subgrade soil shall be relatively homogeneous, natural soils that are free of debris, foreign objects, excess silt and organics. Any subgrade areas that pump or rut shall be reworked or repaired to provide a stable subgrade.

# 2.04 PROTECTIVE SOIL

Protective soil layer shall be 18-in. thick and consist of relatively homogenous natural soils that are free of debris, foreign objects, excess silt, clay lumps, brush, roots, weeds, sharp materials, sticks, angular pieces or other deleterious materials. The soil shall have a maximum particle size of 3 in., and shall have at least 40 percent by weight of particles passing through the U.S. Standard No. 10 sieve. The soil shall be classified as a sandy loam, loam, sandy clay loam, silty clay loam, loamy sand, or silt loam as classified by the USDA Soil Classification System. The installed permeability shall be less than or equal to a range of  $3x10^{-4}$  to  $1x10^{-5}$  cm/s. Based on the prequalification testing, this permeability requirement can be met at 95% standard proctor compaction. Contractor is allowed to change the compaction requirement provided permeability requirement is met. However, compaction requirement shall not be lowered below 90% of Standard Proctor maximum dry density. Any laboratory testing fees associated with lowering compaction requirement shall be borne by the Contractor.

### 2.05 TOPSOIL

The topsoil shall be a 6-in. thick layer of soil capable of promoting the growth of vegetation. The topsoil shall be relatively homogenous natural soils that are free of debris, foreign objects, excess silt, clay lumps, brush, roots, weeds, or other deleterious materials. The topsoil shall have at least 75 percent by weight passing the U.S. Standard No. 4 (4.75 mm) sieve, and at least 60 percent by weight passing the U.S. Standard No. 10 (2 mm) sieve. For the portion passing the U.S. Standard No. 10 (2 mm) sieve, the material will be classified as sandy loam, loam, or silt loam in accordance with the USDA classification system. In addition, the topsoil shall have a pH in the range of 5.8 to 7; a minimum of 7 percent by weight of organic matter; and a maximum of 4 milliohms per centimeter of soluble salts. The material shall comply with the requirements of the latest edition of FDOT's Standard Specifications for Road and Bridge Construction, Section 987 for Topsoil. If necessary, nutrients (including agricultural lime and fertilizer) shall be added to the topsoil to enhance its ability to promote vegetation growth.

### 2.06 AGGREGATES AND RIPRAP

- A. Aggregate shall consist of hard, strong, durable material free of any metal, roots, concrete, debris, organics, and other deleterious materials and coatings. Material shall be well rounded and shall not be limerock or other material that would react and/or break down when in contact with solid waste leachate. Gravel and drainage aggregates shall be used for the following components:
  - 1. Seep trenches (FDOT 57);
  - 2. Terrace swale (FDOT No. 3 or 4);
  - 3. Vertical Gas Extraction Wells (1-inch to 3-inch diameter aggregate)
  - 4. Toe of slope (FDOT No. 3 or 4);
  - 5. Riprap (FDOT 530-2.2.2 Ditch Lining Rubble, with no larger than 12-inch maximum size) and Erosion and sediment control, as needed.

- B. The aggregate shall have less than 5 percent loss of weight when tested in accordance with ASTM D3042. Do not place calcareous aggregate underneath the final cover, gas extraction wells or gas collection pipe trenches.
- C. Aggregate and riprap shall be of sound, hard and durable quality that will be free of open or incipient cracks, soft seams or other structural deficiencies. Aggregate shall have less than 5 percent loss when tested in accordance with ASTM C 3042. The maximum loss for aggregate shall be 15.0 percent when tested in accordance with ASTM C535 and 45% for riprap. It shall not contain any soapstone, shale, or other material that easily disintegrates.

# 2.07 EQUIPMENT

- A. Contractor shall only use equipment that has been approved for this work.
- B. Contractor shall furnish, operate, and maintain grading equipment as is necessary to produce uniform layers, sections, and smoothness of grade for compaction and drainage.
- C. Contractor shall furnish, operate, and maintain compaction equipment as necessary to produce the required in-place soil density and moisture content.
- D. Contractor shall furnish, operate and maintain tank trucks, pressure distributors, or other equipment designed to apply water uniformly and in controlled quantities to variable surface widths.
- E. Contractor shall furnish, operate, and maintain soil spreading equipment that travels on the material being spread without traveling on the surface of the underlying compacted soil surface layer.
- F. Contractor shall furnish, operate, and maintain miscellaneous equipment such as scarifiers, disks, spring tooth or spike tooth harrows, earth hauling equipment, manual compaction equipment and other equipment, as necessary for construction of structural fill and intermediate cover soil.

# PART 3 EXECUTION

### 3.01 EXCAVATION SAFETY AND LEGISLATION

A. Protect bench marks and existing structures, roads, sidewalks, monitoring wells, piezometers, paving, and curbs against damage from equipment, vehicular or foot traffic, settlement, lateral movement, undermining, and washout.

- B. Install and maintain shoring, sheeting, bracing, and sloping necessary to support the sides of the excavation, to keep and to prevent any movement which may damage adjacent pavements, utilities, or structures; damage or delay the work; or endanger life and health. Install and maintain shoring, sheeting, bracing, and sloping as required by the Occupational Safety and Health Administration (OSHA) and other applicable governmental regulations and agencies.
- C. The Contractor shall be solely responsible for making all excavations in a safe manner. Excavations shall be barricaded and posted with warning signs for the safety of persons. Warning lights shall be provided during hours of darkness.
- D. Excavated materials suitable for backfill shall be piled in an orderly manner sufficiently distant from excavations to prevent overloading, slides, cave-ins, and obstruction of access ways and roadways.
- E. Underpin adjacent structure(s) which may be damaged by excavation work, including service lines.
- F. Notify Engineer of unexpected subsurface conditions and discontinue work in area until Engineer provides notification to resume work.
- G. Excavations shall be done in ways that will prevent surface and subsurface water from flowing into excavations and will also prevent flooding of the site and surrounding area.
- H. Contractors shall familiarize themselves with, and comply with, all applicable codes, ordinances, and statutes, and bear sole responsibility for the penalties imposed for noncompliance.

### 3.02 TEMPORARY EROSION CONTROL

- A. Contractors shall familiarize themselves with, and comply with, all applicable codes, ordinances, and statutes, and bear sole responsibility for the penalties imposed for noncompliance.
- B. It is the Contractor's responsibility to provide temporary erosion control procedures to protect slopes and other areas from erosion. Measures such as straw bales, temporary slope flumes, or other methods shall be used to protect completed work from damage due to erosion. Damage to facilities under construction, including clay liner, shall be repaired at the Contractor's sole expense. Contractor shall submit a statement stating that they are aware of the nature of adjacent on-site activities and they have taken steps to protect their site from damage and that they will continue to maintain protection of their site as surrounding conditions change. Any conditions which the Contractor believes

endangers their site and cannot be addressed by taking reasonable precautions should be immediately brought to the attention of the Engineer in writing.

### 3.03 LIMITS OF EXCAVATION

- A. Excavate to the depths and widths shown. Allow for working space, prepared subgrade requirements, and finish or other liner layers as shown or required.
- B. A scarifier or disk harrow shall be used to prepare the subgrade prior to compaction.
- C. Excavation carried below the grade lines shown or established by the Engineer shall be replaced with fill material in 12-inch lifts and compacted as specified herein. Cuts below grade shall be corrected by similarly cutting adjoining areas and creating a smooth transition. Correction of all overexcavated areas shall be at the Contractor's sole expense.
- D. Areas of unsuitable soils, established by the Engineer, shall be undercut to competent soils and replaced with fill material in 12-inch lifts and compacted as specified herein.

### 3.04 REMOVAL OF WATER

- A. At all times during construction, Contractor shall provide and maintain proper equipment and facilities to remove all water entering the construction area so as to obtain satisfactory working conditions.
- B. Contractor shall be responsible for controlling surface runoff and run on around the construction area and to otherwise protect the Work and the property.
- C. DEWATERING (as required): Provide and maintain dewatering of all surface water and/or groundwater as required for excavation. Where groundwater is or is expected to be encountered during borrow area excavation, install a dewatering system to prevent softening and disturbance of excavation, allow borrow material to be excavated in the dry, and maintain a stable excavation. Soils and hydrogeologic information may be reviewed before beginning excavation to determine where goundwater is likely to be encountered during excavation. Employ a dewatering specialist for selecting/designing, monitoring, and operating the dewatering system as needed. Keep dewatering system in operation until borrow activities are completed. Dispose of groundwater to an area which will not interfere with construction operations or damage existing construction as approved by the Owner. Install groundwater monitoring points as necessary. Shut off dewatering system at such a rate so as to prevent a quick upsurge of water that

might weaken the subgrade. Installation, start-up, monitoring maintenance, and shut-off of the dewatering system shall be at no additional cost to the Owner. Any dewatering from within the disposal footprint (within the limits of liner/waste) will be considered leachate and cannot be discharged to the stormwater system, but must be disposed appropriately as directed by the Owner, and at no additional cost to the Owner.

#### 3.05 FAMILIARIZATION

- A. Prior to implementing any of the work described in this section, Contractor shall become thoroughly familiar with the site, the site conditions, and all portions of the work falling within this section.
- B. The grades depicted in the construction documents may change by the time construction commences due to settlement. Settlement that occurs between the date of the Drawings and the date of Construction shall not be grounds for a 'Changed Condition', or a Change Order. Bidder/Contractor accepts these terms and conditions. Only in the event that the Contractor can demonstrate that there is more fill or excavation resulting from settlement needed to achieve design criteria will there be consideration of a Change Order.

# C. Inspection:

- 1. Prior to implementing any of the work in this section, Contractor shall carefully inspect the installed work of all other sections and verify that all work is complete to the point where the work of this section may properly commence without adverse impact.
- If Contractor has any concerns regarding the installed work of other sections, it should notify Engineer in writing 48 hours prior to starting work. Failure to notify Engineer prior to earthwork operations will be construed as Contractor's acceptance of the related work of all other sections.

### 3.06 SITE PREPARATION

A. Contractor shall install erosion and sediment controls, as shown on the Drawings, down-slope of each area to be disturbed prior to the beginning of work at each stage. Contractor shall maintain the erosion and sediment controls for the duration of construction and until the contained areas are successfully revegetated. Accumulated sediment shall be disposed of on-site by Contractor in a manner approved by Engineer.

- B. Diversion ditches, either permanent or temporary, shall be constructed in accordance with the Drawings, at a minimum, and as otherwise necessary to protect the Work and property. Contractor shall be responsible for constructing diversion ditches as required to divert run on around the construction area. The construction of temporary ditches not shown on the Drawings shall not be undertaken until Contractor's plan for construction of such ditches is accepted by Engineer, except as needed to protect the Work and property in urgent situations.
- C. All brush, vegetation, rubbish, and other objectionable material shall be removed from the construction area and disposed of in an area designated by Owner.
- D. Contractor shall scrape existing vegetation and stockpile at locations determined by the Owner.
- E. Contractor shall proof roll the liner construction area to identify and correct soft areas.

### 3.07 STOCKPILING

- A. Excavated materials will be classified during construction in the field for stockpiling purposes by the CQA Officer. Once classified, Contractor shall stockpile fill in accordance with the approved stockpiling plan.
- B. Excavated material classified as spoil shall be segregated from fill and stockpiled or disposed of in low areas of the Class I landfill at no additional cost to the owner.
- C. Stockpiles of fill or spoil shall be no steeper than 3H:1V (horizontal: vertical); or at the material's natural angle of repose; or other slope approved by Engineer, graded to drain, sealed by tracking parallel to the slope with a dozer or other means, and dressed daily during periods when fill is taken from the stockpile. Contractor may cover fill stockpiles with plastic sheeting or other material in order to preserve the moisture content of the fill.
- D. Contractor shall establish erosion and sediment control methods for all stockpiles. Silt fencing shall be constructed around the perimeter of stockpiles.
- E. Excavated waste shall not be stockpiled for an extended period of time (i.e., time >48 hrs), but instead transported to the low areas of the Class I landfill or other appropriate disposal facility. Should excavated waste be stockpiled, the stockpile should also be covered to prevent leachate runoff, odor and litter blowing away.

## 3.08 GRADING LAYER (SUBGRADE) PREPARATION

- A. Grading Layer Preparation consists of the addition of soil material to bring the current landfill area to specified grading, distribution of on-site material within landfill closure areas, including refuse and all types of material encountered when establishing required grading layer and finished grade elevations, when constructing surface drainage features, and below grade features. Refuse and debris encountered during grading layer preparation shall be dozed and compacted into place, or if excess shall be removed and disposed of at the landfill in low areas that require fill. The one foot of intermediate cover material may consist of existing intermediate cover soil material, imported soil or a combination of both.
- B. The finished surface shall be smooth and free of rocks, stones, sticks, roots, sharp objects, or debris of any kind. No stones or other hard objects that will not pass through a 3/8 inch screen shall be present at the top 1 inch of the surfaces to be covered. The surface shall provide a firm, unyielding foundation for the membrane with no sudden, sharp or abrupt changes or break in grade.
- C. Grade changes shall be made gradual, and slopes shall be blended into level areas. Corners at grade breaks shall be rounded. Completed grading layer slopes shall be constant and uniform. Remove all evidence of temporary work (access roads, benching, drilling, trenching, etc.) and other modifications made to the existing ground to install other portions of the work. Provide Subgrade Survey in accordance with paragraph 3.14 after Engineer acceptance of completed subgrade preparation.
- D. Unauthorized excavation consists of removal of materials beyond indicated Subgrade/grade or finished elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as any resulting remedial Work directed by Engineer, shall be at Contractor's expense. Backfill and compact unauthorized excavations with fill material, as determined by Engineer. Compact to a density not less than that specified for the subsequent material layers.
- E. Stability of Excavations: Side slopes of temporary excavations shall comply with local codes, ordinances and authorities having jurisdiction. Provide steel strutted trench boxes or properly designed sheeting, shoring, and bracing systems where excavations, space restrictions, or where depth of excavation exceeds 4 ft. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- F. The requirements of the Occupational Safety and Health Act (OSHA) shall apply to all excavation, trenching, and ditching operations on this project. All trenches

over 4 ft in depth shall be shored or laid back in compliance with the applicable federal and/or state regulations.

- G. Contractor shall minimize open overnight trenches.
- H. Contractor shall take all measures necessary to cover exposed waste and control disease vectors, odors, fire, wildlife attraction, scavenging, or blowing litter.
- I. Contractor shall be responsible for cleanup of windblown litter or other refuse spreading caused by Contractor operations, immediately after event that caused litter, or within 24 hours of notification by Engineer that cleanup is required.
- J. Upon completion of site preparation, excavation shall be carried out to the elevations and grades for the subgrade shown on the Drawings. Note that the subgrade has the same meaning as the intermediate cover or grading layer as noted elsewhere. All excavation work shall be carried out in compliance with all applicable OSHA regulations.
- K. After excavation and filling to the top subgrade, CQA Officer will inspect the subgrade. The CQA Officer will identify any areas that require additional excavation of wet or soft materials. Such excavation shall be backfilled with grading layer.
- L. If directed by the CQA Officer, Contractor shall scarify the portion of the subgrade to a depth of not less than 8 in. and compact it in accordance with the requirements for grading layer.
- M. The subgrade surface shall be seal-rolled unless fill is to be immediately placed on the compacted surface.
- N. Excavation shall not be considered complete, and no fill shall be placed on the subgrade, until the CQA Officer confirms that the thicknesses and grades shown on the Drawings have been achieved in the field. Contractor shall be responsible for notifying the CQA Officer that the excavation (or a significant portion thereof) is complete and Contractor shall plan for the time required for the CQA Officer to confirm the thicknesses and grades of the excavation.
- O. The Contractor shall coordinate with Owner one calendar week in advance of planned waste relocation activities. The Contractor shall assume that the waste is present 6 12 inches below the existing landfill surface for estimation purposes. In addition, Contractor shall maintain a minimum of 1 foot intermediate cover over waste upon completion of all grading activities. The thickness will be verified by the CQA Officer per the frequencies outlined in Section 3.11 of this Specification.

### 3.09 PROTECTIVE SOIL

- A. Protective soil shall be placed in a single lift and trimmed down to specified thickness. A sufficient number of passes shall be applied to achieve a minimum 95% compaction (ASTM D 698). Compaction shall be performed using low-ground pressure equipment meeting the ground pressure requirements of Part 3.15 of this Section, unless other compaction equipment is approved by Engineer. Other equipment or haul road thicknesses will require Engineer approval. Soil Cover material shall be placed by working from the lower slopes towards upper slopes, along the drainage line of the slope. No side slope equipment movement will be allowed. Employ placement methods for Protective Soil that do not disturb, wrinkle, fold, stretch, or damage geosynthetics. Any damage to geomembranes, geocomposite or geotextiles shall be repaired by the Contractor at no additional cost to the Owner.
- B. Prior to placing protective soil, moisture condition material so that moisture content is within plus or minus 4 percent of the optimum moisture content as determined by ASTM D 698. Soil moisture content shall be adjusted prior to placement by applying water and/or aerating soil, and even moisture content distribution shall be attained using by blading, ripping, discing or tilling as required.
- C. If the defect is related to adverse site conditions, such as overly wet soils or surface desiccation, the CQA Consultant will define the limits and nature of the defect. If the moisture content of the structural fill is outside of the acceptable range, the soil shall be wetted or dried as appropriate. Wetting shall be accomplished using a water truck and spray nozzle, unless the CQA Consultant approves an alternative method. During wetting or drying, the soil shall be regularly disced or otherwise mixed so that uniform moisture conditions are obtained. Any delays in progress due to moisture conditioning (wetting or drying) of soil, however, are the responsibility of Contractor.
- D. No protective soil shall be placed over a geosynthetics layer that has not been tested and approved by the CQA Consultant.
- E. If protective soil freezes during construction, Contractor shall either remove and replace the frozen protective soil with suitable unfrozen structural fill, in accordance with these Specifications, or shall allow frozen protective soil to thaw in place, then scarify and dry the thawed structural fill until it has an acceptable moisture content. The frozen structural fill shall not be reused until it has thawed, been disced, and then reworked to an acceptable moisture content.

### 3.10 STRUCTURAL FILL PLACEMENT AND COMPACTION

- A. All earthwork performed shall be constructed to the lines and grades shown on the Drawings.
- B. The structural fill shall be placed and compacted in lifts to the lines and grades shown on the Drawings. The compacted thickness of each lift will be 6 in. maximum.
- C. The CQA Officer will test the compacted structural fill during construction as described in Table 02220-2.
- D. No fill shall be placed over a lift that has not been tested and approved by the CQA Officer. Should the tests indicate that the dry density of any layer of fill, or portion thereof is below the minimum acceptable value, the particular layer, or portion thereof, shall be reworked and recompacted at no cost to Owner.
- E. Contractor shall not place frozen structural fill, nor shall Contractor place structural fill on frozen ground.
- F. Extreme care shall be taken when backfilling and compacting anchor trenches to avoid any damage to underlying geotextile/geomembrane. Any material damaged during backfilling shall be replaced by the Contractor at no additional cost to the Owner.

### 3.11 TOPSOIL

- A. Contractor shall place topsoil to the lines and grades shown on the Drawings and as specified in this Section.
- B. Topsoil shall be placed in one lift using low-ground pressure construction equipment meeting the requirements of Part 3.15 of this Section.
- C. The total thickness of the vegetative topsoil and protective cover soil shall be a minimum of 24 in.
- D. Vegetative topsoil shall not be over compacted so that it inhibits growth of vegetation.
- E. The CQA Consultant shall test the vegetative topsoil during construction as described in Table 02220-2.

- F. Contractor shall moisture-condition vegetative topsoil in either the stockpile area or work area. Any delays in progress due to moisture conditioning (wetting or drying) of soil, however, are the responsibility of Contractor.
- G. No vegetative topsoil shall be placed over a lift that has not been tested and approved by the CQA Consultant.
- H. Contractor shall not place frozen vegetative topsoil, nor shall Contractor place vegetative topsoil on frozen ground.
- I. If vegetative topsoil freezes during construction, Contractor shall either remove and replace the frozen vegetative topsoil with suitable unfrozen vegetative topsoil, in accordance with these specifications, or shall allow frozen vegetative topsoil to thaw in place, then scarify and dry the thawed vegetative topsoil until it has an acceptable moisture content. The frozen vegetative topsoil shall not be reused until it has thawed, been disced, and then reworked to an acceptable moisture content.

## 3.12 FIELD QUALITY ASSURANCE

- A. The CQA Officer shall perform testing in accordance with Table 02220-2. The Contractor shall take the testing frequencies into account in planning its construction schedule.
- B. A special testing frequency will be used at the discretion of the CQA Officer when visual observations of construction performance or material type indicate a potential problem.
- C. If a defective area is discovered in the earthwork, the CQA Officer will determine the extent and nature of the defect. If the defect is indicated by an unsatisfactory test result, the CQA Officer will determine the extent of the defective area by additional tests, observations, a review of records, or other means that the CQA Officer deems appropriate. If the defect is related to adverse site conditions, such as overly wet soils or surface desiccation, the CQA Officer will define the limits and nature of the defect.
- D. After the extent and nature of a defect has been determined. Contractor shall correct the deficiency to the satisfaction of the CQA Officer. The cost of corrective actions and additional testing shall be borne by the Contractor.
- E. Additional testing will be performed by the CQA Officer to verify that the defect has been corrected. This additional testing will be performed before any additional work is allowed in the area of the deficiency. The cost shall be borne by the Contractor.

# TABLE 02220-2

Testing During Placement (Conformance Testing)

Material	Test	ASTM No.	Frequency	
Structural Fill	Standard Proctor	D 698	Upon visual change or change in source	
	Soil Classification (USCS Classification System)	D 2487		
	Sieve Analysis	D 422		
	Natural Moisture Content	D 2216		
	Atterberg Limits	D 4318		
	Moisture Content/Density (anchor trenches only and under permanent access road)	D 6938	1 per 1,000 linear feet of anchor trench and 3 per 1,000 linear feet of access road, per 12-inch lift	
Grading Layer (Subgrade)	Soil Classification	D 2487	Upon visual change or change in source	
	Sieve Analysis	D 422		
	Atterberg Limits	D 4318		
	Standard Proctor	D 698		
	Moisture Content/Density	D 6938	2 per acre per lift	
Protective/Cover Soil	Soil Classification	D 2487	Upon visual change or change in source	
	Sieve Analysis	D 422	1/5,000 CY	
	Standard Proctor	D 698	Upon visual change or change in source	
	Moisture Content/Density	D 6938	Minimum 1 per acre per lift	
	Permeability (See Note 1)	D 2434 D5084	1/5,000 CY and every change in soil conditioning or compaction technique	

Material	Test	ASTM No.	Frequency	
Aggregates and Riprap	Classification	D 448	Upon visual change or change in source	
	Sieve Analysis	C 136	Upon visual change or change in source	
	Carbonate Content (only for aggregates used under final cover geomembrane, i.e. gas wells)	D 3042	Upon visual change or change in source	
Topsoil	Soil Classification	D 2487	Upon visual change or change in source	
	Organic Content			
	рН	E 70		
	Soluble Salts (Conductivity)			

### Notes:

1. Permeability test shall be performed on a sample of cover soil remolded to be 95% of standard proctor (ASTM D698). The inflow to and outflow from the specimens shall be monitored with time and the hydraulic conductivity calculated for each recorded flow increment. The test shall continue until steady state flow is achieved and relatively constant values of hydraulic conductivity are measured. Permeameter confining pressures and saturation back pressures shall be proposed to the Engineer prior to testing for the Engineer's approval. The soil material source will only be considered suitable if the hydraulic conductivity of the soil meets minimum specified requirement.

## 3.13 SURVEYING AND CONSTRUCTION TOLERANCES

- A. Contractor shall retain a Surveyor with current licensure in Florida who shall be responsible for providing survey control of Contractor's Work.
- B. The Surveyor shall prepare "as-built" documentation in accordance with the requirements and schedule given in Section 01300 of these Specifications.

## 3.14 SPECIAL REQUIREMENTS

A. Provide a sealed as-built survey of top of intermediate cover prior to geomembrane installation to verify the required thickness of intermediate cover is installed. Depth thickness determinations shall be obtained on a maximum 100 ft x 100 ft grid pattern. Depth verifications may be made by survey, test pits, temporary depth markers, or probes. Additional intermediate cover shall be placed in areas where insufficient depth is determined prior to

- geomembrane deployment in that area. Temporary depth markers, if used, shall be removed prior to installing geomembrane.
- B. Provide a signed and sealed as-built survey of top of final cover (i.e. top of topsoil layer) prior to sodding to verify the required thickness of protective cover and topsoil combined is installed. Depth thickness determinations shall be obtained on a maximum 100 ft x 100 ft grid pattern. Depth verifications may be made by survey, test pits, or temporary depth markers with careful attention to avoid damage to the underlying geosynthetics. Additional protective cover and/or topsoil, as appropriate, shall be placed in areas where insufficient depth is determined prior to laying sod in that area. Temporary depth markers, if used, shall be removed prior to installing sod. Survey shall be signed and sealed by a professional land surveyor.

## 3.15 PRODUCT PROTECTION

- A. Contractor shall use all means necessary to protect all prior Work, including all materials and completed Work of other sections.
- B. In the event of damage, Contractor shall immediately make all repairs and replacements necessary, with the approval of the CQA Officer and at no additional cost to Owner.

### 3.16 GROUND PRESSURE RESTRICTIONS OVER GEOSYNTHETICS

- A. Equipment shall not be driven directly on geosynthetics (e.g., geomembrane, geotextile, geocomposite) at any time.
- B. Unless otherwise specified by Engineer, all equipment operating on earthen materials overlying geosynthetics shall comply with the following:
- C. Allowable equipment ground pressure:

Allowable Equipment Ground Pressure (psi)	Thickness of Overlying Compacted Soil (ft)
<5	1.0
<10	1.5
<20	2.0
>20	3.0

## END OF SECTION

# SECTION 02225 TRENCHING

### PART 1 GENERAL

## 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, tools, supervision, transportation, and installation equipment to perform all trenching work as specified herein and as shown on the Drawings.
- B. The Contractor shall be prepared to construct all trenches in conjunction with other aspects of the Work.
- C. Work of this section includes, but is not necessarily limited to, trenching for subsurface drainage, stormwater pipe installation, anchor trenches and installation of backfill material.

### 1.02 RELATED SECTIONS

- A. Section 02220, Earthwork
- B. Section 02270, Soil Erosion and Sediment Control

## 1.03 SUBMITTALS

- A. Contractor shall notify Owner in writing a minimum of 7 days prior to starting trenching activities. The notice shall state the material to be used, the equipment to be used, the date and time that placement operations will start, and the name of the person in the field who will be in charge of the trenching activities.
- B. Contractor shall submit to Engineer the proposed layout for each trench 7 days prior to the start of trenching.
- C. If Work is interrupted for reasons other than inclement weather, Contractor shall notify Owner a minimum of 24 hours prior to the resumption of Work.

## 1.04 CONSTRUCTION QUALITY ASSURANCE

- A. Contractor shall be aware of the activities outlined in the CQA Plan and shall account for these activities in the construction schedule.
- B. Trenching activities will be visually monitored by the CQA Consultant.

### 1.05 CONSTRUCTION LAYOUT AND TOLERANCE

- A. Prior to commencing any trenching, the Contractor shall satisfy himself as to the accuracy of all survey data as indicated on the drawings and in the specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, he shall immediately notify the Engineer that proper adjustments can be anticipated or ordered. Commencement by the Contractor of any trenching shall be held as an acceptance of the survey data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the survey data.
- B. Contractor shall be responsible for all construction layouts.
- C. Unless otherwise approved by Engineer, trenches shall be constructed to within the tolerances in Section 01300.
- D. All trenching shall be performed to strictly maintain slopes and drainage as shown on the drawings.

## PART 2 PRODUCTS

## 2.01 EQUIPMENT

- A. The Contractor shall only use equipment that has been approved by the Engineer for this work.
- B. The Contractor shall furnish, operate, and maintain equipment as is necessary to produce uniform trenches.

## PART 3 EXECUTION

### 3.01 FAMILIARIZATION

- A. Contours of existing ground elevations shown on the Drawings are believed to be reasonably correct for the date that the topographic survey was obtained. The Contractor is advised that grades depicted on the Drawings may vary from field conditions at the time of construction and that such variations will not be a justification for additional costs to Owner.
- B. The Contractor shall maintain and protect existing utilities that may pass through the work area.

- C. The Contractor shall protect benchmarks and existing structures from excavation equipment and vehicular traffic.
- D. The Contractor shall protect above and below grade utilities that are to remain.

## 3.02 TRENCHING

- A. Trenching will extend into waste. Contractor shall take all necessary safety precautions during construction activities and shall conform to all applicable OSHA regulations, Owner's safety requirements, and Contractor's health and safety plan.
- B. Prior to starting trenching operations, Contractor shall remove topsoil found suitable by Owner for reuse. Such material shall be removed in a manner to separate it clearly from underlying material and shall be stored on site where directed by Owner. Topsoil shall remain the property of Owner.
- C. Trenches shall be constructed to the dimensions and alignments shown in approved trench layout plan. Alignments shall be adjusted by Contractor, if necessary and based on CQA Consultant's approval, to achieve the specified slope and spacing requirements.
- D. Excavated soil shall be separated from excavated waste wherever possible and any soil free of waste shall be reused upon approval by the Engineer. Any soil not suitable for reuse shall be loaded and hauled to the low areas of the Class I landfill by Contractor.
- E. Excavated refuse shall be relocated to low areas of the Class I landfill.
- F. The minimum anchor trench dimensions shall always be maintained. Anchor trench backfill material shall be structural fill material tested and approved in accordance with Section 02220.
- G. The Contractor shall minimize open overnight trenches.

# 3.03 WATER AND LIQUIDS

A. Perched pockets of leachate may be encountered during trenching operations. Contractor shall notify the CQA Consultant immediately if leachate is encountered. Leachate seeps locations shall be excavated 4 feet (min) or until permeable waste is reached. Excavation shall be backfilled with AASHTO #57 or approved equal up to the leachate seep elevation. Compacted structural fill shall be placed over AASHTO #57 or approved equal to achieve bottom elevation of anchor trench.

B. The Contractor shall take every precaution to prevent water from entering an open trench. Should water enter the trench, the water shall be removed so as to return the trench bottom to a firm, dry condition. Water in trenches within the limits of liner shall be considered leachate and shall be hauled by Contractor to, and disposed of at, the on-site storage unit at no cost to Owner.

## 3.04 FIELD QUALITY ASSURANCE

The CQA Consultant will visually observe trenching operations to verify trench dimensions.

## 3.05 SAFETY PROVISIONS

Trenching shall be performed in strict accordance with OSHA and all other applicable laws and regulations, as well as Contractor's health and safety plan for this project. Job site safety is the sole responsibility of Contractor.

END OF SECTION

# SECTION 02270 SOIL EROSION AND SEDIMENT CONTROL

### PART 1 GENERAL

## 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, tools, supervision, transportation, installation equipment, and incidentals required to silt fence, sediment traps, diversion dikes, rock grade control structures, and temporary and permanent vegetation for erosion control as specified herein and as shown on the Drawings.
- B. The Contractor shall furnish all labor, materials, tools, supervision, transportation, installation equipment, and incidentals required to maintain all erosion and sediment control measures and structures throughout the duration of the Project and removal of temporary measures and structures, where necessary.

### 1.02 RELATED SECTIONS

- A. Section 02220, Earthwork
- B. Section 02225, Trenching
- C. Section 02485, Sodding
- D. Section 02486, Hydroseeding

## 1.03 REFERENCED STANDARDS

- A. Florida Erosion and Sediment Control Planning Handbook, or current edition.
- B. Florida Department of Transportation Standard Specifications for Roads and Structures Construction, Latest edition.

## 1.04 SUBMITTALS

- A. At least 14 days prior to starting the work of this section, Contractor shall submit the following to Engineer:
  - 1. Samples of proposed materials.
  - 2. Manufacturer's product data and recommended methods of installation.
  - Contractor's proposed erosion and sedimentation control plan, based on Contractor's proposed Work staging and sequencing plan. Such plan shall include all temporary measures proposed to ensure sufficient measures to control stormwater run on, runoff, erosion, and sedimentation to protect

the Work and the property. Contractor's proposed erosion and sedimentation control plan shall include, at a minimum, all erosion and sedimentation control measures described and illustrated in the Contract Documents, plus such additional measures to control erosion and sedimentation based on the Contractor's means, methods, staging and sequencing of construction.

- B. At the end of each work week from the Notice to Proceed until substantial completion, the Contractor's lead representative at the Work site shall complete an inspection of erosion and sedimentation control measures. The inspection form shall be submitted seven days after the Notice to Proceed for review by the Engineer. The weekly inspection forms shall be submitted at a maximum three days after the inspection date. The inspection form should be similar to the form contained in the latest edition of the State of Florida "Erosion and Sediment Control Designer and Reviewer Manual". At a minimum, the following items shall be inspected:
  - 1. Culverts
  - 2. Perimeter channels
  - 3. Drainage retention area (ponds)
  - 4. Drainage inlets
  - 5. Installed erosion protection measures
  - 6. Disturbed, un-vegetated areas and measures to minimize and contain erosion
  - 7. Actions items
  - 8. Update on action items undertaken from previous inspections

## 1.05 CONSTRUCTION QUALITY ASSURANCE

- A. The Contractor shall be aware of the activities outlined in the Construction Quality Assurance (CQA) Plan and shall account for these CQA activities.
- B. At the discretion of the Owner, the work of this Section may be subjected to CQA monitoring.

### PART 2 PRODUCTS

## 2.01 EROSION MAT

Erosion mat shall be permanent North American Green SC250, or approved equivalent. Table 02270-1 provides the required minimum material property values.

### 2.02 FABRIC FORMED CONCRETE

Filter point fabric-formed concrete shall be installed per the Section 02095.

#### 2.03 SILT FENCE

Silt fence shall meet the requirements given in the Construction Drawings.

## PART 3 EXECUTION

### 3.01 FAMILIARIZATION

A. Prior to implementing any of the work described in this section, Contractor shall become thoroughly familiar with all portions of the work falling within this section.

# B. Inspection:

- 1. Prior to implementing any of the work in this section, Contractor shall carefully inspect the installed work of all other sections and verify that all work is complete to the point where the installation of this section may properly commence without adverse impact.
- 2. If Contractor has any concerns regarding the installed work of other sections, it shall notify Engineer in writing within 48 hours of its site inspection. Failure to inform Engineer in writing or installation of the work of this section will be construed as Contractor's acceptance of the related work of all other sections.

## 3.02 INSTALLATION

### A. Erosion Mat

1. The mat shall be placed on a smooth surface that is free of trash, ruts, and rocks.

# 2. Placement on Slopes:

a. Anchor trenches shall be located at the crest and the toe of the terrace. Anchor trenches shall be a minimum of 12 in. deep. The anchor trench at the crest shall be located at 1 ft from the edge of the slope. The geometry of the anchor trench, type of fastener, fastener spacing, and method of construction of the anchor

trenches shall be in accordance with the Manufacturer's instructions.

- b. Erosion mat shall be unrolled as directed by the Manufacturer. Adjacent panels of erosion mat shall be installed with a minimum overlap of 4 in. Fastening of the erosion mat shall begin in the toe anchor trench and shall progress upslope to the crest anchor trench. Spacing of fasteners shall be in intervals of 3 to 5 ft vertically upslope. Horizontal spacing of fasteners shall be in accordance with the Manufacturer's instructions. Backfill shall be placed in anchor trenches over fasteners as installation proceeds, and sod over anchor trench after backfill has been placed.
- B. The Contractor shall install silt fence on a level grade downslope of all disturbed areas as shown on the Drawings and at locations where stockpiles and temporary measures not shown on Drawings need silt fence to prevent sedimentation. Both ends of the silt fence section must extend at least 8 feet upslope at 45 degrees to the main fence alignment. Sediment accumulated against the silt fence shall be removed when it reaches one half of the above-ground height of the fence and stockpiled as directed by the Owner.
- C. The Contractor shall re-vegetate all disturbed areas within 14 days of termination of earthwork activities per the contract specifications.
- D. The Contractor shall construct all stone check dams, erosion control mats, riprap and silt fence as shown on the Drawings.

## 3.03 PRODUCT PROTECTION

- A. The Contractor shall use all means necessary to protect all prior Work and materials and completed work of other sections.
- B. In the event of damage, Contractor shall immediately make all repairs and replacements necessary, to the approval of Owner and at no additional cost to Owner.

# TABLE 02270-1 EROSION MAT MATERIAL PROPERTY VALUES

Net Type	Matrix	Shear Stress (lb/ft <sup>2</sup> )	Permissible Velocity (unvegetated) (ft/s)	Slope
Synthetic/Organic	Straw/Coconut	3.0*	9	>1H:1V

<sup>\*</sup>Shear stress is given for bare soil at 0.5 hr duration.

**END OF SECTION** 

# SECTION 02485 SODDING

### PART 1 GENERAL

## 1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of sodding in accordance with the lines, grades, design, and dimensions shown on the Contract Drawings and as specified herein.

### 1.02 RELATED WORK

- A. Section 02220, Earthwork
- B. Section 02486, Hydrodseeding

### 1.03 REFERENCED STANDARDS

- A. The latest edition of the Florida Department of Transportation (DOT) Standard Specifications for Road Bridge Construction (Standard Specifications) shall be referred to for both specific and general standards for materials, construction, workmanship, and quality control as specified herein with exceptions, as noted herein.
- B. The latest edition of DOT Roadway and Traffic Design Standards.

## 1.04 SUBMITTALS

Soil Analysis: If necessary to utilize fertilizer on sodding, the Contractor shall furnish a soil analysis for each borrow source or distinct on-site soil type used as topsoil for the final cover. The analysis shall be made by a qualified independent soil-testing agency, to be approved by the Engineer. The analysis shall state percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of the soils. The analysis shall state recommended quantities of nitrogen, phosphorus, and potash nutrients and any soil amendments to be added to produce satisfactory topsoil. The Contractor shall perform soil test 30 days prior to mobilizing for landscape construction.

### PART 2 PRODUCTS

### 2.01 LIME

Lime for grassing shall conform to Section 982 of the Standard Specifications.

### 2.02 FERTILIZER

- A. Fertilizer for grassing shall conform to Section 982 of the FDOT Standard Specifications.
- B. Fertilizer shall be granulated so that 80 percent is held on a 16-mesh screen, uniform in composition, dry, and free flowing. The Contractor shall test screen one bag of fertilizer per source and per shipment.

## 2.03 SODDING

- A. The following sections of the FDOT Standard Specifications shall apply:
  - 1. Section 575-1, 4, 5, 6
  - 2. Section 981-1, 981-3 and 981-5, Materials
- B. Sod shall be recognized Argentine Bahia grass and shall be well matted with roots and shall be of firm tough texture having a compact top growth and heavy root development. It shall not contain Bermuda grass, weeds or any other objectionable vegetation. Other sodding species may be utilized pursuant to the Project's product substitution procedures. The soil embedded in the sod shall be good, clean earth and free from stones and debris. The sod shall be free from fungus, vermin and other plant diseases and shall have been mowed at least three times with an approved lawn mower, with final mowing not more than seven days before the sod is cut. The sod shall be sufficiently thick to ensure a dense stand of live grass. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon after being dug up as possible and shall be shaded and kept moist from the time it is dug up until the time it is planted.

### 2.04 WATER

Water for sodding shall conform to Section 983 of the FDOT Standard Specifications. In addition, watering is required for sod installed above erosion control mat until vegetation is established.

#### PART 3 EXECUTION

## 3.01 GENERAL REQUIREMENTS

A. All areas within the limits of work and all areas disturbed by the Contractor's operations shall be sodded unless otherwise indicated on the Drawings.

- B. The period of sod establishment shall begin immediately after the completion of sodding in an area and shall continue for a period of 1 year after the completion of sodding on the entire project unless the desired sod cover is established in a shorter period of time and shortening of the sod-establishment period is authorized by the Engineer.
- C. Areas to be sodded shall be graded to remove construction debris, litter, depressions, undulations, and irregularities in the surface before sodding and in accordance with the Drawings. Grading activities shall be conducted such that the minimum required thickness of topsoil is maintained.

### 3.02 SODDING

- A. Sodding shall be placed within the designated final closure areas and in all graded and disturbed areas that have a 4 (horizontal) to 1 (vertical) slope or steeper, excluding stockpiles, and other areas as shown on the Drawings.
- B. The following sections of the FDOT Standard Specifications shall apply:
  - 1. Section 570-3, Construction Methods

# C. Exceptions:

- 1. Section 570-3.3, replace phrase "parallel with the roadway" with "an area."
- 2. Section 570-3.3, Placing Sod; do not plant dormant sod or if ground is frozen. Rolled sod shall be placed parallel to contours. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. The offsets of individual staggered strips shall not exceed 6 inches. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. The sod must be pegged using suitable wooden pegs. The pegs should be driven through the sod strips into firm earth, at a minimum frequency of 2 pegs per commercial rectangle (i.e. 2' by 3') and 1 peg per 50 square feet for rolled sodding. The pegs shall not be longer than 15 inches and shall be driven through the sod strips into firm earth, at suitable intervals. It is the responsibility of the CONTRACTOR to determine if the peg frequency should be increased and that sodding will not be displaced by gravity, low friction with the underlying topsoil, the flow of water or other means. The CONTRACTOR shall ensure that the pegs do not puncture or damage the underlying geosynthetics. Water sod thoroughly with a fine spray immediately after planting. Roll sod within 24 hours of placement to ensure contact between sod and subgrade.

- 3. Section 570-3.6, watering shall conform to requirements previously specified herein. Replace the word "Department" with the Word "County" in the last sentence. The cost of resodding shall be borne exclusively by the Contractor.
- 4. Section 570-4, Maintenance shall be performed as specified herein.

### 3.03 CLEAN UP

All excess sod materials, stones, and other waste shall be removed from the site weekly and shall not be allowed to accumulate.

## 3.04 MAINTENANCE

- A. Maintenance shall begin immediately following the last operation of installation and continue until conclusion of the sod establishment period specified herein. Maintenance shall include watering, mowing, resodding, repair of erosion, and all other work necessary to produce a uniform stand of grass. During construction and for a period of 45 days after substantial acceptance of the project, the Contractor shall water the sod daily (or as necessary to support growth), maintain original grades, repair erosion damage and mow the sod. Sod will be considered for final acceptance when the sod roots are firmly anchored to underlying soil and the permanent grass is healthy and growing on 97 percent of the area with no bare areas wider than 12 inches, as determined by the Engineer. If the planted areas must be resodded, reshaped, or otherwise repaired, regardless of cause, the Contractor shall perform such work at the Contractor's expense. The period of sod establishment for areas that are resodded shall extend to 1 year after the completion of resodding unless otherwise authorized by Engineer.
- B. Mowing shall be done with approved mowing machines and any time the grass height reaches 6- inches. Mowing shall leave the grass a minimum of 3 inches high. The water used in the sodding operations may be obtained from any approved spring, pond, lake, stream, canal, or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth. Saltwater shall not be used.

**END OF SECTION** 

# SECTION 02486 HYDROSEEDING

### PART 1 GENERAL

## 1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of hydroseeding in accordance with the lines, grades, design, and dimensions shown on the Construction Drawings and as specified herein. Seeding may only be used in designated areas on the Construction Drawings. All other areas shall be sodded.

## 1.02 RELATED WORK

- A. Section 02220, Earthwork
- B. Section 02485, Sodding

### 1.03 REFERENCED STANDARDS

- A. The latest edition of the Florida Department of Transportation (DOT) Standard Specifications for Road Bridge Construction (Standard Specifications) shall be referred to for both specific and general standards for materials, construction, workmanship, and quality control as specified herein with exceptions, as noted herein.
- B. The latest edition of DOT Roadway and Traffic Design Standards.

### 1.04 SUBMITTALS

- A. Soil Analysis: The Contractor shall furnish an analysis of on-site and off-site soils used as topsoil for the areas that will be hydroseeded. The analysis shall be made by a qualified independent soil-testing agency, to be approved by the Engineer. The analysis shall state percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of the soils. The analysis shall state recommended quantities of nitrogen, phosphorus, and potash nutrients and any soil amendments to be added to produce satisfactory topsoil. The Contractor shall perform soil test 30 days prior to mobilizing for landscape construction.
- B. Method Statement: Method Statement of Hydroseeding shall be provided to the Engineer at least ten (10) working days in advance for approval prior to

execution. The Method Statement shall contain, but not be limited to, the following items:

- 1. Binder
- 2. Binder type.
- 3. Mix proportions.
- 4. Mixing Procedure
- 5. Spraying Equipment
- 6. Equipment for short-range application.
- 7. Equipment for long-range application.
- 8. Agitator
- 9. Pressure pump
- 10. Biodegradable Mat
- 11. Installation procedure.
- 12. Mat anchor type.
- 13. Size, length, and spacing of mat anchor

### PART 2 PRODUCTS

## 2.01 FERTILIZER

- A. Fertilizer for grassing shall conform to Section 982 of the FDOT Standard Specifications.
- B. Fertilizer shall be granulated so that 80 percent is held on a 16-mesh screen, uniform in composition, dry, and free flowing. The Contractor shall test screen one bag of fertilizer per source and per shipment.

# 2.02 SEED BLEND AND QUALITY CERTIFICATION

A. The application rate (lbs per acre) shall be:

Bahia grass, Pensacola 80 Bermuda grass, Unhulled 10 Bermuda grass, Hulled 10

Millet, Brown Top 20

Ryegrass, Annual or Gulf Annual 20

- B. Seasonal grasses:
  - 1. October 1 to March 31 using Annual or Gulf Annual Ryegrass.
  - 2. April 1 to September 30 using Brown Top Millet. (Delete Millet if birds are a concern.) Timing is subject to the weather.
- C. The seed shall not contain noxious or prohibited weed seeds. A laboratory that is certified by the State of Florida shall test the seed. The test date on the seed

analysis card shall not be more than six (6) months old. Seed shall be packaged in containers that are fully labeled and comply with the state laws (Florida) and regulations. Seed analysis cards shall accompany the seed used as a part of the hydroseeding installation.

## 2.03 MULCH MATERIAL

- A. Wood cellulose fiber mulch for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber or a combination of wood cellulose and recycled newsprint, processed to contain no growth or germination inhibiting factors and dyed an appropriate color to facilitate visual metering of the application of materials.
- B. The mulch material shall be supplied in packages having a gross weight of not in excess of 100 pounds each. On air-dry weight basis, the wood cellulose fiber shall contain a maximum of 10 to 15 percent (10-15%) moisture, plus or minus 3 percent (3%), at the time of manufacture.
- C. The wood cellulose fiber shall be manufactured so that, after addition and agitation in slurry tanks with fertilizers, grass seed, water, and other approved additives, the fibers in the material will become uniformly suspended to form homogeneous slurry. When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with grass seed.
- D. The cover will allow the absorption of moisture and allow rainfall or applied water to percolate to the underlying soil. Shrinkage after wetting shall not exceed 20 percent of the surface area.
- E. The Wood Cellulose Fiber shall be applied at the following rates:
  - 1. per 1,000 square feet 30 pounds
  - 2. per acre 1300 pounds (or at manufacturer's recommendations)

# 2.04 TACK MATERIAL

Binder (glue) shall be applied at the manufacturer's recommended rate. The tack/binder shall be a biodegradable (environmentally friendly) material. Polyvinyl acetate binder is not acceptable. A printed specification sheet shall be supplied upon request to the owner or owner's representative.

# 2.05 WATER

Water for seeding shall conform to Section 983 of the FDOT Standard Specifications.

### PART 3 EXECUTION

# 3.01 GENERAL REQUIREMENTS

- A. Hydroseeding shall be carried out as soon as practicable on graded and disturbed areas not designated for sod.
- B. Hydroseeding shall not be applied to areas that are 5% or steeper or in areas designated for sodding in the Construction Drawings.
- C. Seeding shall be carried out by means of a proper hydroseeder where approved slurry of seeds, mulch, fertilizers, binders, and organic manner are sprayed onto the prepared soil surface.
- D. The period of grass establishment shall begin immediately after the completion of hydroseeding in an area and shall continue for a period of 1 year after the completion of seeding on the entire project unless the desired grass cover is established in a shorter period of time and shortening of the grass-establishment period is authorized by the Engineer.
- E. Areas to be grassed shall be graded to remove construction debris, litter, depressions, undulations, and irregularities in the surface before grassing and in accordance with the Drawings.
- F. The Engineer or his designated Monitor shall be present during hydroseeding and material applications and observe and documenting that the seed, mulch, fertilizer, tackifier, and other materials were applied according to the specifications. The Monitor shall personally observe that all material was delivered to the site unopened and shall collect all bags and containers used to hold these products which will be submitted to the Engineer for inspection.

## 3.02 HYDROSEEDING

- A. Preparation of the Soil Surface Prior to Hydroseeding:
  - 1. The areas to be hydroseeded shall be uniform and shall conform with the finished grade shown on the plans or as otherwise designated. Minor shaping of uneven and rough areas outside the graded section shall be performed as directed by the Engineer in order to provide for more effective erosion control and for ease of subsequent mowing operations.
  - 2. Vertical striations or grooves shall be absent from the final trimmed slope; instead a rough-textured surface shall be prepared. Any surface rills in excess of 1" shall be rectified by re-trimming.

- 3. Gullies or local washouts shall be backfilled with suitable material placed in layers of up to 8" thick, each layer being compacted as required by the earthwork specifications.
- 4. Large clods of earth and stones greater than 2" shall be removed.
- 5. Slopes that have been exposed for a long time must be trimmed and scaled to remove any oxidized layer prior to hydroseeding.
- B. The following sections of the FDOT Standard Specifications shall apply: Section 570-3, Construction Methods
- C. Exceptions:
  - 1. Section 570-3.3, section does not apply
  - 2. Section 575-3.6, watering shall conform to requirements previously specified herein. Replace the word "Department" with the Word "County" in the last sentence. The cost of reseeding shall be borne exclusively by the Contractor.

### 3.03 CLEANUP

All excess hydroseeding materials, stones, and other waste shall be removed from the site weekly and shall not be allowed to accumulate.

## 3.04 MAINTENANCE

- A. Maintenance shall begin immediately following the last operation of installation and continue until conclusion of the seed establishment period specified herein. The Contractor is to ensure the full establishment of ground cover by taking the necessary maintenance procedures, such as regular watering, fertilizing, and reseeding of failed areas. The Contractor shall guarantee the success of the seeding work. Any dead grass or bare spots larger than 3 square feet shall be immediately replaced or re-sprayed at Contractor's own expense. If the planted areas must be replanted, reshaped, or otherwise repaired, regardless of cause, the Contractor shall perform such work at the Contractor's expense. The period of grass establishment for areas that are replanted shall extend to 1 year after the completion of replanting unless otherwise authorized by Engineer.
- B. Mowing shall be done with approved mowing machines and any time the grass height reaches 6- inches. Mowing shall leave the grass a minimum of 3 inches high. The water used in the seeding operations may be obtained from any approved spring, pond, lake, stream, canal, or municipal water system. The water

shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth. Saltwater shall not be used.

**END OF SECTION** 

# SECTION 02701 LLDPE GEOMEMBRANE LINER

### PART 1 GENERAL

## 1.01 SCOPE OF WORK

- A. The Work specified in this Section includes manufacturing and installing textured Linear Low Density Polyethylene (LLDPE) geomembrane liner as part of the final cover system as shown on the Construction Drawings and as specified herein.
- B. All materials shall conform to the following requirements and shall be of new stock of the highest grade available, free from defects, and recently manufactured.
- C. All installation shall be in conformance with the manufacturer's recommendations and with current industry standards. Sampling and testing of on-site and installed liner system components shall be coordinated with the Construction Quality Assurance (CQA) Consultant as provided in the CQA Plan.

## 1.02 RELATED SECTIONS

- A. Section 01300, Contract Administration
- B. Section 02220, Earthwork
- C. Section 02270, Erosion and Sediment Control
- D. Section 02930, Geocomposite

# 1.03 DEFINITIONS

- A. Lot: A quantity of resin (usually the capacity of one rail car) used in the manufacture of geomembranes. Finished roll will be identified by a roll number traceable to the resin lot used.
- B. Construction Quality Assurance Consultant (CONSULTANT): Party, independent from MANUFACTURER and INSTALLER that is responsible for observing and documenting activities related to quality assurance during the lining system construction.
- C. ENGINEER: The individual or firm responsible for the design and preparation of the project's Contract Drawings and Specifications.
- D. Geomembrane Manufacturer (MANUFACTURER): The party responsible for manufacturing the geomembrane rolls.

- E. Geosynthetic Quality Assurance Laboratory (CQA TESTING LABORATORY): Party, independent from the OWNER, MANUFACTURER and INSTALLER, responsible for conducting laboratory tests on samples of geosynthetics obtained at the site or during manufacturing, usually under the direction of the Owner.
- F. INSTALLER: Party responsible for field handling, transporting, storing, deploying, seaming and testing of the geomembrane seams.
- G. Panel: Unit area of a geomembrane that will be seamed in the field that is larger than 100 ft2.
- H. Patch: Unit area of a geomembrane that will be seamed in the field that is less than 100 ft2.
- I. Subgrade Surface: Soil layer surface which immediately underlies the geosynthetic material(s).

### 1.04 REFERENCED STANDARDS

- A. American Society for Testing and Materials (ASTM)
  - D 792 Specific Gravity (Relative Density) and Density of Plastics by Displacement
  - D 1004 Test Method for Initial Tear Resistance of Plastic Film and Sheeting
  - D 1238 Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer
  - D 1505 Test Method for Density of Plastics by the Density-Gradient Technique
  - D 1603 Test Method for Carbon Black in Olefin Plastics
  - D 3895 Standard Test Method for Oxidative-Induction Time of Polyolefins by Differential Scanning Calorimetry
  - D 4218 Standard Test Method for Determination of Carbon Black Content in Polyethylene Compounds By the Muffle-Furnace Technique
  - D 4833 Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
  - D 5199 Standard Test Method for Measuring Nominal Thickness of Geotextiles and Geomembranes
  - D 5397 Standard Test Method for Evaluation of Stress Crack Resistance of Polyolefin Geomembranes Using Notched Constant Tensile Load Test
  - D 5596 Standard Test Method for Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics
  - D 5641 Standard Practice for Geomembrane Seam Evaluation by Vacuum Chamber

D 5820 Standard Practice for Pressurized Air Channel Evaluation of Dual Seamed Geomembranes

D 5994 Standard Test Method for Measuring Core Thickness of Textured Geomembranes

D 6392 Standard Test Method for Determining the Integrity of Nonreinforced Geomembrane Seams Produced Using Thermo-Fusion Methods

D 6693 Standard Test Method for Determining Tensile Properties of Nonreinforced Polyethylene and Nonreinforced Flexible Polypropylene Geomembranes

# B. Geosynthetic Research Institute

GRI GM-14 Selecting Variable Intervals for Taking Geomembrane Destructive Seam Samples Using the Method of Attributes

GRI GM 17 Test Properties, Testing Frequency and Recommended Warranty for Linear Low Density Polyethylene (LLDPE) Smooth and Textured Geomembranes

GRI GM19 Seam Strength and Related Properties of Thermally Bonded Polyolefin Geomembranes

C. Daniel, D.E. and R.M. Koerner, (1993), Technical Guidance Document: Quality Assurance and Quality Control for Waste Containment Facilities, EPA/600/R-93/182.

## 1.05 SUBMITTALS

- A. As part of the Bid, Contractor shall submit the following information about the Geomembrane Manufacturer.
  - 1. The geomembrane manufacturer's corporate background and information.
  - 2. The manufacturing capabilities of the manufacturer, including:
    - a. manufacturing quality control procedures; and
    - b. list of material properties, including certified test results, to which are attached cap system samples.
  - 3. The following information on the manufacturer experience (see Section 1.06A for requirements) shall be provided:
    - a. name, location, and type of facility, and date of installation;
    - b. names of owner, project manager, engineer, general contractor, fabricator (if any), and installer; and
    - c. thickness and surface area of geomembrane manufactured.
- B. As part of the Bid, Contractor shall submit the following information about the Geosynthetics Installer.

- 1. Corporate background and information.
- 2. Copy of Installer's letter of approval or license by the Geomembrane Manufacturer and/or fabricator.
- 3. The following information on the Installer experience (see Section 1.06B for requirements) shall be provided:
  - a. the name and type of the facility, its location, and dates of installation;
  - b. the names of owner, project manager, engineer, general contractor, geomembrane manufacturer, fabricator (if any), and the name of a contact at the facility who can discuss the project;
  - c. name and qualifications of the Installer's superintendent;
  - d. thickness and surface area of installed geomembrane;
  - e. type of seaming and type of seaming apparatus used; and
  - f. duration of installation.
- 4. Resumes of all personnel who will perform seaming operations on this project, including dates and duration of employment.
- 5. Resume of the superintendent to be assigned to this project, including references with telephone numbers, dates and duration of employment.
- 6. Resume of the "master seamers" to be assigned to this project, including dates and duration of employment.
- C. Furnish the following product data to Engineer prior to delivery of the geomembrane material to the project site. The Owner will not accept delivery of materials until all required submittal information in Section 2701 1.04 has been submitted and approved in accordance with these specifications:
  - 1. Manufacturer's qualifications
  - 2. Manufacturer's quality assurance data specified in Section 2701 2.02.
  - 3. Product description, technical data, and catalog cut sheets for all materials to be supplied
  - 4. Material properties, chemical composition, roll dimensions and maximum roll weight after fabrication
  - 5. Interface friction angle testing in accordance with Section 2701 2.05.

- 6. Certification stating that the resin meets the specification requirements (see Section 2.01)
- 7. Copies of quality control certificates issued by the resin supplier including the production dates of the raw material and origin of the raw materials used to manufacture the geomembrane for this Contract.
- 8. Results of resin density and polymer melt index tests conducted by the resin supplier to verify the quality of the resin used to manufacture the geomembrane assigned to this Contract and the origin of the resin and quality control certificates issued by the resin supplier.
- 9. A written certification stating that no reclaimed polymer is added to the resin during the manufacture of the geomembrane assigned for this Contract. The use of polymer recycled during the manufacturing process may be permitted if approved by Owner and Engineer and if the recycled polymer does not exceed 2% by weight of the total polymer weight.
- 10. Manufacturer's written acceptance of Geomembrane Installer's qualifications for installation of geomembrane.
- 11. Sample manufacturer warranty
- 12. Certification that the geomembrane has been tested for pinholes in the manufacturering plant by electric spark testing or a similar method.
- D. The Installer shall furnish the following information to the Engineer and Owner prior to installation:
  - 1. Installation layout drawings
    - a. Must show proposed panel layout including field seams and details
    - b. Must be approved prior to installing the geomembrane
      - (1) Approved drawings will be for concept only and actual panel placement will be determined by site conditions.
  - 2. Installer's Geosynthetic Field Installation Quality Assurance Plan including procedures for repairs
  - 3. Installer's qualifications including Installation Supervisor and Master Seamer(s) qualifications who will be on-site for the entirety of geosynethetics installation

- 4. Installer's equipment for use on the geomembrane when deploying overlaying geosynethetic layer(s), soil and other material when less than 24 inches of earth soil is covering the geomembrane
- 5. Proposed protection for geomembrane from wind uplift and other weather conditions
- 6. Sample workmanship warranty
- E. The Installer will submit the following to the Engineer upon completion of installation:
  - 1. Certificate stating the geomembrane has been installed in accordance with the Contract Documents
  - 2. The certification must be submitted on certification forms approved for use by the Owner and Engineer
  - 3. Material and installation warranties
  - 4. Record drawings showing actual geomembrane placement, repairs, destructive sample locations and seams including typical anchor trench detail
  - 5. Installer's field quality control documents specified in Section 3.04D
  - 6. Surveys required by Section 01300.

## 1.06 QUALITY ASSURANCE

- A. The Owner will engage and pay for the services of a Geosynthetic Quality Assurance Consultant and Laboratory to monitor geomembrane installation and conduct laboratory testing respectively.
- B. Manufacturing and installation of the geomembranes will be monitored and tested by the CQA Consultant as outlined in the CQA Plan.
- C. Installed material that does not conform to these specifications, whether tested by Contractor, Manufacturer or the CQA Consultant, shall be rejected and shall be replaced or repaired by Contractor at no cost to Owner.
- D. Contractor and Geosynthetics Installer shall be aware of the activities in the CQA Plan and shall account for these CQA activities in the installation schedule.

## 1.07 QUALIFICATIONS

## A. MANUFACTURER:

- 1. Geomembrane shall be manufactured by the following:
  - a. GSE Lining Technology, Inc.
  - b. Poly-Flex, Inc.
  - c. Agru/America, Inc.
  - d. Approved equal
- 2. Manufacturer shall have manufactured a minimum of 10,000,000 square feet of LLDPE geomembrane and have a minimum of 5 years' experience in the manufacturing of LLDPE geomembrane.

### B. INSTALLER

- 1. Installer shall have installed a minimum of 2,000,000 square feet of LLDPE geomembrane during the last 5 years on 6 projects, all of which must have been on solid waste landfill applications, similar to the complexity of this project.
- 2. The Installation Supervisor shall have worked in a similar capacity on projects similar in size and complexity to the project described in the Contract Documents.
- 3. The Installer shall provide a minimum of one Master Seamer for work on the project. The Master Seamer must have completed a minimum of 5,000,000 square feet of polyethylene geomembrane seaming work using the type of seaming apparatus proposed for the use on this Project.
- 4. Other welders shall have a minimum of 1,000,000 square feet of polyethylene geomembrane seaming work using the type of seaming apparatus proposed for the use on this Project.

# 1.08 MATERIAL LAVELING, DELIVERY, STORAGE AND HANDLING

- A. Labeling: Each roll of geomembrane delivered to the site shall be labeled by the MANUFACTURER. The label will identify:
  - 1. Manufacturer's name
  - 2. Product identification
  - 3. Thickness
  - 4. Length
  - 5. Width

- 6. Roll number
- B. Delivery: Rolls of liner will be prepared to ship by appropriate means to prevent damage to the material and to facilitate off-loading.
- C. Storage: The on-site storage location for geomembrane material, provided by the Installer to protect the geomembrane from punctures, abrasions and excessive dirt and moisture should have the following characteristics:
  - 1. level (no wooden pallets)
  - 2. smooth
  - 3. dry
  - 4. protected from theft and vandalism
  - 5. adjacent to the area being lined
  - 6. other recommendations by the Manufacturer
- D. Handling: Materials are to be handled so as to prevent damage.

### 1.09 WARRANTY

- A. Material shall be warranted, on a pro-rata basis against Manufacturer's defects for a period of 20 years from the date of geomembrane installation. The guarantees shall be made, in writing, directly to the Owner (not the Contractor), and in a format acceptable to the Owner.
- B. Installation shall be warranted against defects in workmanship for a period of 1 year from the date of acceptance by the Owner. The guarantee shall be made directly to The Owner in a format acceptable to the Owner. The Contractor and the Geomembrane Manufacturer/Installer shall certify, in writing, that the installed geomembrane satisfy the requirements of these specifications and the COA Plan. The warranty shall not be prorated.

# PART 2 PRODUCTS

# 2.01 GEOMEMBRANE

- A. Material shall be LLDPE geomembrane textured on both sides as shown on the drawings.
- B. Resin
  - 1. Resin shall be new, first quality, compounded and manufactured specifically for producing geomembrane. No post-consumer resin (PCR)

of any type shall be added to the formulation unless approved in accordance with Section 1.05 D.

2. Natural resin (without carbon black) shall meet the following requirements:

Property	<b>Test Method</b>	Value
Density [g/cm3]	ASTM D 1505	>0.939
OIT [minutes]	ASTM D 3895	>100

# C. Geomembrane Rolls

- 1. Do not exceed a combined maximum total of 1 percent by weight of additives other than carbon black.
- 2. Geomembrane shall be free of holes, pinholes as verified by on-line electrical detection, bubbles, blisters, excessive contamination by foreign matter, and nicks and cuts on roll edges.
- 3. Geomembrane material is to be supplied in roll form. Each roll is to be identified with water-proof labels indicating roll number, thickness, length, width and MANUFACTURER.
- 4. All liner sheets produced at the factory shall be inspected prior to shipment for compliance with the physical property requirements listed in Table 02701-1 and GRI GM17 and the geomembrane shall be tested by an acceptable method of inspecting for pinholes. If pinholes are located, identified and indicated during manufacturing, these pinholes may be corrected during installation.
- 5. Factory seams are not allowed unless prior approval is approved by the Engineer and Owner. Testing of the factory seams will be performed at the Contractor's expense.
- D. Textured surfaced geomembrane shall meet the requirements shown in Table 02701-1.

## E. Extrudate Rod or Bead

- 1. Extrudate material shall be made from same type resin as the geomembrane.
- 2. Additives shall be thoroughly dispersed.

3. Materials shall be free of contamination by moisture or foreign matter.

# 2.02 MANUFACTURING QUALITY ASSURANCE

- A. Geomembrane Manufacturing Quality Assurance (MQA): The geomembrane liner shall be manufactured in accordance with a written quality assurance/quality control program (MQC). After this MQA/MQC program has been approved by the Engineer or Inspector, the Manufacturer shall not deviate from the program without written approval of the Engineer or Inspector. All testing shall be performed by the manufacturer and results shall be submitted to Engineer/Consultant for review. The MQA/MQC program shall include:
  - 1. Routine testing of incoming resin prior to manufacture of geomembranes. This testing shall include tests for density, melt index, and oxidative induction time, at a frequency of not less than one per 200,000 LB.
  - 2. Routine testing of the manufactured sheet for physical parameters. This testing shall include tests for carbon black, tensile strength, and elongation properties, at a frequency of not less than one per 20,000 LB of manufactured geomembrane; tear and puncture resistance and carbon black dispersion at a frequency of not less than one per 45,000 LB of manufactured geomembrane. Thickness shall be monitored continuously through the manufacturing process, or measured physically at a frequency of not less than one per roll of manufactured geomembrane. For textured sheet only, asperity height shall be measured every other roll.
  - 3. Extrusion rod shall be manufactured from resin identical to that used in geomembrane manufacturing.
  - 4. The Manufacturer shall reject resin shipments which do not conform with the density and melt index requirements of the approved MQA/MQC program. The Manufacturer shall reject manufactured geomembrane which does not conform to the sheet physical requirements of the approved MQA/MQC program
  - 5. The LLDPE textured geomembrane shall conform to the requirements prescribed in GRI Test Method GM17.
- B. Manufacturing QC data shall accompany the geomembrane shipment.

# 2.03 CONFORMANCE TESTING

A. Samples of the geomembrane will be removed by the Engineer/CQA Consultant at Manufacturer's plant during production of the LLDPE. Samples will be sent to

a geosynthetics CQA testing laboratory for testing to assure conformance with the requirements of this section. If mutually agreed upon by Owner, Engineer, Contractor, and FDEP, samples may be shipped from Manufacturer to the Engineer/CQA Consultant's designated laboratory, provided that adequate chain-of-custody documentation is prepared and submitted, including origin and destination of sample, lot number, roll number, product name, project name, date of production, and date of shipment, at a minimum. All shipping costs are to be paid for by the Contractor.

The CQA Testing Laboratory for this Project is:

Geotechnics, Inc.

Attn: J.P. Kline 544 Braddock Avenue East Pittsburgh, PA 15112

- B. Samples and tests shall be selected by the Engineer/CQA Consultant in accordance with the procedures outlined in the CQA Plan.
- C. Samples shall be taken at a minimum frequency of one sample per 100,000 square feet with a minimum of one sample per lot.
- D. The Engineer/CQA Consultant may increase the frequency of sampling in the event that test results do not comply with the requirements of this section.
- E. As a minimum, the following properties of the geomembrane shall be performed: (i) thickness, (ii) specific gravity, (iii) tensile properties, (iv) carbon black content, and (v) carbon black dispersion.
- F. Any geomembrane material that is not certified in accordance with this Section, or that conformance testing indicates do not comply with the properties specified in this Section, will be rejected by Engineer.

## 2.04 RESPONSIBILITY FOR SAMPLING AND TESTING

- A. Prior to delivering the liner system materials, the Contractor is responsible for conducting several tests on the materials, including the tests identified in Tables 02701-1 and 02701-2 of this Section, and the soil material testing. These tests are performed to verify that the materials will meet the requirements of this project prior to delivery. All test results must be submitted to the CQA Consultant for review and Approval.
- B. The Owner is responsible for the independent testing required by the CQA Plan once the material is approved, including additional interface friction angle testing, conformance testing of geosynthetic materials to be delivered to the jobsite,

laboratory testing of field seams joining geosynthetics (i.e. destructive testing), and verification testing. The Contractor shall work under the direction of the CQA Consultant to collect the samples associated with the tests specified in this Section, the CQA Plan, and any subsequent testing of a particular section after reworking. Samples shall be collected at locations identified or approved by the CQA Consultant. Destructive test sample locations shall be repaired by the Contractor immediately after sampling.

C. All MQC tests specified shall be performed at the manufacturer's expense. Additional laboratory or field tests, including conformance testing as required in the CQA Plan, which, in the opinion of the Engineer, are necessary to confirm compliance with the requirements of these specifications, shall be conducted at the Owner's expense. The Contractor and Geomembrane Manufacturer/Installer shall provide access and samples needed for conducting these additional tests.

### 2.05 INTERFACE FRICTION TESTS

### A. Interface Friction Tests

Laboratory shall also friction tests be conducted bv both Manufacturer/Contractor and the Engineer/Owner by their respective laboratory, with representative samples of the materials selected by the Contractor for use in the Work. The Contractor is responsible for shipping costs for materials and soil(s) to the CQA testing laboratory. The initial set of testing and conformance tests shall be paid for by the Contractor or Owner for their tests. If the Contractor changes geosynthetic materials or the material does not meet specifications, then the additional cost to qualify those materials shall be borne by the Contractor. Testing will include 1 interface friction test for each of the test configuration interfaces described as follows:

# 1. Test Configurations

- a. Test Configuration No. 1 Grading Layer Textured LLDPE
- b. Test Configuration No. 2 Drainage Geocomposite Textured LLDPE
- c. Test Configuration No. 3 Drainage Geocomposite Protective Cover

Note: Refer to Section 02930 for Test Configuration No. 1 and 3 specifications.

2. The testing shall be performed in accordance with ASTM D5321.

- 3. The materials shall be tested at normal stresses of 250 psf, 500 psf and 1,000 psf.
- 4. Displacement rates shall be in accordance with ASTM D5321 Procedure A for geosynthetic to geosynthetic interfaces and Procedure B for soil to geosynthetic interfaces. Set to 0.04 in/min unless Engineer approved.
- 5. Soil components shall be compacted to the same moisture-density requirements specified for full scale field placement and saturated prior to shear.
- 6. Each individual normal load will be applied for 1 hour before conducting the shear test.
- 7. All geosynthetic interfaces shall be sheared under saturated (tap water) conditions.
- 8. Geosynthetics shall be oriented such that the shear force is parallel to the downslope orientation of the testing components as deployed in the field (Typically the MD of the geosynthetic material). The testing laboratory shall confirm these criteria with the Engineer/CQA Inspector prior to performing the tests.
- 9. A minimum friction angle for each interface in the system defined as shear strength of 117.6 psf, 235.3, 470.6 psf, at each normal load of 250, 500, 1000 psf respectively. Shear Strength results can be a function of both phi angle and adhesion at each normal load.
- 10. Conduct test for each normal load to include Peak shear strength of interface through at minimum of 3 inches of displacement.
- 11. Report for each shear test will include a) Test configuration and conditions b) Plot of Shear Strength vs Displacement c) Plot of all normal loads vs shear strength d) best fit line through data points and report phi and y-intercept for both Peak and Residual tests.
- 12. Interface shear strength of the actual components which will be used in the liner system shall be tested with method ASTM D5321 or an equivalent test method.
- 13. This material is part of a closure cap system. The system shall meet the requirements before all the component materials can be deemed acceptable.

14. Interface friction tests will be conducted by the CQA Testing Laboratory.

# PART 3 EXECUTION

# 3.01 EQUIPMENT

- A. Welding equipment and accessories shall meet the following requirements:
  - 1. Gauges showing temperatures in apparatus (extrusion welder) or wedge (wedge welder) shall be present.
  - 2. An adequate number of welding apparati shall be available to avoid delaying work.
  - 3. Power source must be capable of providing constant voltage under combined line load.

### 3.02 DEPLOYMENT

- A. The installation is to be performed in conformance with the approved shop drawings, the specifications, the CQA Plan, or as otherwise directed by the Engineer. The geomembrane shall be laid out in such a manner as to minimize the number and length of field seams. The surface of the areas in contact with the geomembrane shall be free of rocks, sticks, roots or any other hard or sharp material and having the potential to puncture the geomembrane. The geomembrane shall be placed over the prepared surfaces in such a manner as to assure minimum handling and in accordance with the manufacturers approved installation procedures. The geomembrane shall be placed so as to minimize wrinkles. Please refer to Section 02220 for further discussion of subgrade preparation.
- B. Assign each panel a simple and logical identifying code. The coding system shall be subject to approval and shall be determined at the job site.
- C. Visually inspect the geomembrane during deployment for imperfections and mark faulty or suspect areas.
- D. Deployment of geomembrane panels shall be performed in a manner that will comply with the following guidelines:
  - 1. Unroll geomembrane using methods that will not damage geomembrane and will protect underlying surface from damage (spreader bar, protected equipment bucket).

- 2. Place ballast (commonly sandbags) on geomembrane which will not damage geomembrane to prevent wind uplift according to manufacturer's directives. The Contractor is responsible for protecting the product from damage due to weather at all times.
- 3. Personnel walking on geomembrane shall not engage in activities or wear shoes that could damage it. Smoking will not be permitted on the geomembrane.
- 4. Do not allow heavy vehicular traffic directly on geomembrane. Rubbertired ATV's and trucks are acceptable if wheel contact is less than 6 psi.
- 5. Do not store or deploy geomembrane in areas of heavy traffic.
- 6. When temperatures are lower than 0 degrees C (32 degrees F), unless approved by the OWNER's Representative, no geomembrane material can be unrolled and/or deployed. The OWNER's Representative may adjust the minimum temperature for material deployment. The Installer and OWNER's Representative defines temperature limitations during the preconstruction meeting. Only deploy the quantity of geomembrane anchored and seamed together in one day.
- E. Sufficient material (slack) shall be provided to allow for thermal expansion and contraction of the material.

### 3.03 FIELD SEAMING

- A. The areas to be seamed shall be cleaned and prepared in accordance with the manufacturer's approved recommendations and the CQA Plan. The seaming equipment used shall be of the extrusion or fusion welding type and shall be capable of providing a uniform and continuous seam with a minimum width of one inch. All seams shall be non-destructively tested.
- B. Seams shall meet the following requirements:
  - 1. To the maximum extent possible, orient seams parallel to line of slope, i.e., down and not across slope.
  - 2. Minimize number of field seams in corners, odd-shaped geometric locations and outside corners.
  - 3. Slope seams (panels) shall extend a minimum of five-feet beyond the grade break into the flat area.

- 4. Use a sequential seam numbering system compatible with panel numbering system that is agreeable to the Engineer and Installer.
- 5. Align seam overlaps consistent with the requirements of the welding equipment being used. A 6-inch overlap is commonly recommended for extrusion welding and 4 -inch overlap is commonly recommended for fusion welding.
- 6. Butt seam will be permitted on the sideslopes; however, the end of the panel will trimmed and seamed at a 45-degree angle to the panel so as not to form a horizontal seam on the slope. No more than two adjacent butt seams are permitted on the sideslope. If more than two adjacent butt seams are on the sideslopes, then the butt seams shall be offset more than 10 feet up or down slope from each other. Butt seams can be deployed continuously on the inside portion of the terraces of the slope only or on the top of the landfill.

# C. During Welding Operations

1. Provide at least one Master Seamer who shall provide direct supervision over other welders as necessary.

# D. Extrusion Welding

- 1. Hot-air tack adjacent pieces together using procedures that do not damage the geomembrane.
- 2. Clean geomembrane surfaces by disc grinder or equivalent.
- 3. Purge welding apparatus of heat-degraded extrudate before welding.

# E. Hot Wedge Welding

- 1. Welding apparatus shall be a self-propelled device equipped with an electronic controller which displays applicable temperatures.
- 2. Clean seam area of dust, mud, moisture and debris immediately ahead of hot wedge welder.
- 3. Protect against moisture build-up between sheets.

### F. Trial Welds

- 1. Perform trial welds on geomembrane samples to verify welding equipment is operating properly.
- 2. Make trial welds under the same surface and environmental conditions as the production welds, i.e., in contact with subgrade and similar ambient temperature.
- 3. Minimum of two trial welds per day, per welding apparatus, one made prior to the start of work and one completed at mid shift. Additionally perform trial welds at any time the welding equipment is shut down and restarted.
- 4. Cut five, one-inch wide by six-inch long test strips from the trial weld.
- 5. Quantitatively test three specimens for peel adhesion (both sides), and then two for shear strength.
- 6. Four out of the five trial weld specimens shall meet or exceed the results shown in Table 02701-2. The fifth shall meet or exceed 80% of the given values.
  - a. The break, when peel testing, occurs in the liner material itself, not through peel separation (film-tear break (FTB)).
  - b. The break is ductile.
- 7. Repeat the trial weld, in its entirety, when any of the trial weld samples fail in either peel or shear.
- 8. No welding equipment or welder shall be allowed to perform production welds until equipment and welders have successfully completed trial weld.
- G. Seaming shall not proceed when ambient air temperature or adverse weather conditions jeopardize the integrity of the liner installation. The Installer shall demonstrate that acceptable seaming can be performed by completing acceptable trial welds.

# H. Defects and Repairs

1. Examine all seams and non-seam areas of the geomembrane for defects, holes, blisters, undispersed raw materials, and any sign of contamination by foreign matter.

- 2. Repair and non-destructively test each suspect location in both seam and non- seam areas. Do not cover geomembrane at locations that have been repaired until test results with passing values are available.
- I. Cold weather installations should follow guidelines as outlined in GRI GM9.

# 3.04 FIELD QUALITY CONTROL

- A. Manufacturer and Installer shall participate in and conform to all terms and requirements of the Owner's quality assurance program. Contractor shall be responsible for assuring this participation.
- B. Quality assurance requirements are as specified in this Section, in the CQA Plan and in the Field Installation Quality Assurance Manual if it is included in the contract.

# C. Field Testing

- 1. Non-destructive testing shall be carried out as the seaming progresses.
  - a. Vacuum Testing
    - (1) The equipment shall comprise the following:
      - (a) A vacuum box assembly consisting of a rigid housing, a transparent viewing window, a soft neoprene gasket attached to the bottom, port hole or valve assembly, and a vacuum gauge.
      - (b) A steel vacuum tank and pump assembly equipped with a pressure controller and pipe connections.
      - (c) A rubber pressure/vacuum hose with fittings and connections.
      - (d) A bucket and applicator
      - (e) A soapy solution

- (2) The following procedures shall be followed:
  - (a) Energize the vacuum pump and reduce the tank pressure to approximately 5 psi gauge.
  - (b) Wet a strip of geomembrane seam having an area larger than the vacuum box assembly with the soapy solution.
  - (c) Place the box over the wetted area.
  - (d) Close the bleed valve and open the vacuum valve.
  - (e) Ensure that a leak tight seal is created.
  - (f) Examine the geomembrane through the viewing window for the presence of soap bubbles for not less than 10 seconds.
  - (g) If no bubbles appear after 10 seconds, close the vacuum valve and open the bleed valve, move the box over the next adjoining area with a minimum 3-in. overlap, and repeat the process.
  - (h) All areas where soap bubbles appear shall be marked with a marker that will not damage the geomembrane and repaired in accordance with Section 3.05.
- b. Air Pressure Testing (For Double Fusion Seams Only)
  - (1) The equipment shall comprise the following:
    - (a) An air pump (manual or motor driven), equipped with a pressure gauge, capable of generating and sustaining a pressure between 25 and 30 psi, mounted on a cushion to protect the geomembrane.
    - (b) A rubber hose with fittings and connections.
    - (c) A sharp hollow needle, or other approved pressure feed device.
  - (2) The following procedures shall be followed:
    - (a) Seal both ends of the seam to be tested.
    - (b) Insert needle, or other approved pressure feed device, into the channel created by the fusion weld.
    - (c) Insert a protective cushion between the air pump and the geomembrane.
    - (d) Energize the air pump to a pressure between 25 and 30 psi, close valve, allow two minutes for pressure to stabilize, and sustain the pressure for not less than 5 minutes.
    - (e) If loss of pressure exceeds 4 psi, or if the pressure does not stabilize, locate faulty area and repair in accordance with Section 3.05.

- (f) Cut opposite end to verify continuity of seam, remove needle, or other approved pressure feed device, and seal repair in accordance with Section 3.05.
- 2. Destructive Testing (performed by CONSULTANT with assistance from INSTALLER)
  - a. Location and Frequency of Testing
    - (1) Collect destructive test samples at a frequency of one per every 500 lineal feet of seam length.
    - (2) Test locations will be determined after seaming.
  - b. Sampling Procedures are performed as follows:
    - (1) INSTALLER shall cut samples at locations designated by the CONSULTANT as the seaming progresses in order to obtain field laboratory test results before the geomembrane is covered.
    - (2) CONSULTANT will number each sample, and the location will be noted on the installation record drawing.
    - (3) Samples shall be 12 inches wide by the seam and 42 inches long with the seam centered lengthwise.
    - (4) Cut the sample into three equal pieces for distribution as follows:
      - (a) One portion for INSTALLER
      - (b) One portion for the Third Party laboratory
      - (c) One portion for archive storage
    - (5) Each sample shall be numbered and recorded on the final panel layout record drawing, and cross-referenced to a field log which identifies:
      - (a) Panel/sheet number.
      - (b) Seam number.
      - (c) Top sheet.
      - (d) Date and time cut.
      - (e) Ambient temperature.
      - (f) Seaming unit designation.
      - (g) Name of seamer.
      - (h) Seaming apparatus temperature and pressures (where applicable).
    - (6) INSTALLER shall repair all holes in the geomembrane resulting from destructive sampling.
    - (7) Repair and test the continuity of the repair in accordance with these Specifications.
    - (8) A minimum of four 1-inch wide replicate specimens shall be cut from the Installer's sample.

- (a) A minimum of 2 specimens shall be tested for shear strength and 2 for peel adhesion using an approved field quantitative tensiometer. Jaw separation speed shall be 2 inches per minute. To be acceptable, all field test specimens must meet the specified seam strength requirements and all must fail as Film Tear Bond.
- (b) If all field tests pass, 5 specimens shall be tested at the CQA Testing Laboratory for shear strength and 5 for peel adhesion in accordance with ASTM D6392 and GRI GM 19. The CQA Engineer/Consultant shall be responsible for shipping costs for the destructive seam sample sent to the CQA Laboratory. To be acceptable, 4 out of 5 replicate test specimens must meet the specified seam strength requirements and fifth sample must meet 80% required strength. All 5 specimens must fail at Film Tear Bond.
- (c) The minimum required strengths are found in Table 02701-2.

### 3. Failed Seam Procedures

- a. If the seam fails, INSTALLER shall follow one of two options:
  - (1) Reconstruct the seam between any two passed test locations.
  - (2) Trace the weld to intermediate location at least 10 feet minimum or where the seam ends in both directions from the location of the failed test. Re-test the length of the divided failed seams to pinpoint the location of the failed seam. Reconstruct the traced seam.
- b. The next seam welded using the same welding device is required to obtain an additional sample, i.e., if one side of the seam is less than 10 feet long.
- c. If sample passes, then the seam shall be reconstructed or capped between the test sample locations.
- d. If any sample fails, the process shall be repeated to establish the zone in which the seam shall be reconstructed.

### D. Geomembrane Installer's Documentation:

1. Daily Log: daily record that summarizes panels deployed, seams completed, seam testing, seam repair, personnel on site, weather conditions, and equipment on site.

- 2. Material Conformance: maintain original conformance certificate(s) from geomembrane manufacturer.
- 3. Subgrade Acceptance Log: maintained originals of subgrade acceptance forms for each panel and signed by the Geomembrane Installer.
- 4. Panel Log: provides geomembrane roll number used and subgrade acceptance for each panel deployed.
- 5. Seam Testing Log: provides a complete record of all nondestructive and destructive seam tests performed as part of the Geomembrane Installer's QC program.
- 6. Seam/Panel Repair Log: provides a complete record of all repairs and vacuum box testing of repairs made to defective seams or panels.
- 7. Record Drawing: maintain an as-built drawing updated on a weekly basis.

### 3.05 REPAIR PROCEDURES

- A. Remove damaged geomembrane and replace with acceptable geomembrane materials if damage cannot be satisfactorily repaired.
- B. Repair any portion of unsatisfactory geomembrane or seam area failing a destructive or non-destructive test.
- C. Installer shall be responsible for repair of defective areas.
- D. Agreement upon the appropriate repair method shall be decided between CQA Consultant and Installer by using one of the following repair methods:
  - 1. Patching: Used to repair large holes, tears, undispersed raw materials and contamination by foreign matter.
  - 2. Abrading and Re-welding: Used to repair short section of a seam.
  - 3. Spot Welding: Used to repair pinholes or other minor, localized flaws or where geomembrane thickness has been reduced.
  - 4. Capping: Used to repair long lengths of failed seams.
  - 5. Remove the unacceptable seam and replace with new material.
- E. The following procedures shall be observed when a repair method is used:

- 1. All geomembrane surfaces shall be clean and dry at the time of repair.
- 2. Surfaces of the polyethylene which are to be repaired by extrusion welds shall be lightly abraded to assure cleanliness.
- 3. Extend patches or caps at least 6 inches for extrusion welds and 4 inches for wedge welds beyond the edge of the defect, and around all corners of patch material.

# F. Repair Verification

- 1. Number and log each patch repair (performed by Consultant).
- 2. Non-destructively test each repair using methods specified in this Specification.

Table 02701-1
MINIMUM VALUES FOR LLDPE GEOMEMBRANES (TEXTURED BOTH SIDES)

Property	Test Method	Minimum	Frequency		
		Value	MQC	$\mathbf{CQA}^3$	
Thickness, mil (mm) Minimum Average Lowest Individual Reading	ASTM D D 5994	40 (1.0) 36 (0.91)	1/lot and 1/200,000 lb	1/100,000 SF	
Asperity, mils (min. avg)	ASTM D7466	16	Every other roll	1/100,000 SF	
Density, g/cm <sup>3</sup> (maximum)	ASTM D 1505	0.939	1/lot and 1/200,000 lb	1/100,000 SF	
Tensile Properties(1): (each direction)	ASTM D 6693 Type IV		1/20,000 lb	1/100,000 SF	
Strength at Break, lb/in		60	1/20,000 lb	1/100,000 SF	
Elongation at Break, %	(2.0" gauge length)	250	1/20,000 lb	1/100,000 SF	
Tear Resistance, lb	ASTM D 1004	22	1/45,000 lb		
Puncture Resistance, lb	ASTM D 4833	44	1/45,000 lb		
Carbon Black Dispersion, %	ASTM D 4218, modified	2.0 to 3.0	1/45,000 lb	1/100,000 SF	
Carbon Black Dispersion	ASTM D 5596	Note 2	1/45,000 lb	1/100,000 SF	
Oxidative Induction Time, min.	ASTM D 3895	100	1/lot and 1/200,000 lb		
Interface Friction Test	ASTM D 5321	Note 4	1/Test Configuration	1/Test Configuration	

### Notes:

- 1) These tensile properties are average roll values.
- 2) 9 of 10 views shall be Category 1 or 2. No more than one view Category 3.
- 3) The CQA Consultant may increase the frequency of sampling in the event that test results do not comply with the requirements of this section.
- 4) Refer to Section 2701 Part 2.05 for testing requirements.

TABLE 02701-2
MINIMUM WELD VALUES FOR LLDPE GEOMEMBRANES

Property	Test Method	Minimum Value
Peel Strength (extrusion), ppi	ASTM D 6392	44
Peel Strength (fusion), ppi	ASTM D 6392	50
Shear Strength (fusion & ext.), ppi	ASTM D 6392	60

# **END OF SECTION**

# SECTION 02714 GEOTEXTILE

### PART 1 GENERAL

# 1.01 SCOPE OF WORK

- A. Contractor shall furnish all labor, incidental materials, tools, supervision, transportation, and installation equipment necessary for the installation of geotextile including geotextile separation layer and as specified herein, and as shown on the Drawings.
- B. Contractor shall furnish and install geotextiles in conjunction with the earthwork and other components of the final cover system.

### 1.02 REALTED SECTIONS

- A. Section 01300, Contract Administration
- B. Section 02220, Earthwork
- C. Section 02225, Trenching
- D. Section 02270, Soil Erosion and Sediment Control
- E. Section 02701, LLDPE Geomembrane Liner

### 1.03 SUBMITTALS

Contractor shall submit to Engineer the following documentation on the geotextile as indicated below. Approval of the geotextile will be made by Engineer based on the documentation at the sole discretion of Engineer. The geotextile manufacturer quality control tests to be performed are outlined in Part 2.02 of this section.

- A. As part of the bid, a written statement listing the following shall be provided:
  - 1. A certification, accompanied by test results, that the geotextile material meets or exceed the minimum average roll property values listed in Table 1 (a) of GRI Test Method GT 12 (see Table 02714-1) for cushioning geotextile (subject to any revisions) and Federal Highway Administration (FHWA) Class II Type A (see Table 02714-2) for separation geotextile.
  - 2. Production capacity available for this Contract.
- B. At least 14 days prior to manufacturing the geotextile, manufacturing quality control certificates for each batch of resin and each shift's production shall be submitted. The certificates shall identify the origin of the resin and the manufacturer of the resin. The certificates shall be signed by responsible parties

employed by the Contractor (such as the production manager). The quality control certificate shall include:

- 1. Roll numbers and identification;
- 2. Sampling procedures; and
- 3. Results of quality control tests, including a description of the test methods used.
- C. Prior to shipment of the geotextile, manufacturer's quality control certificates for each shift's production of geotextile, signed by a responsible party employed by the manufacturer (such as the production manager) shall be submitted. The quality control certificate shall include roll numbers of the material manufactured.
- D. Prior to shipment of the geotextile, documentation shall be submitted to certify that the geotextile furnished meets the property values listed in Table 1(a) of GRI Test Method GT 12 for cushioning geotextile (see Table 02714-1) and FHWA Class II Type A (see Table 02714-2) for separation geotextile.
- E. At least 14 days prior to shipment of the geotextile, recommendations for unloading, field handling, and stockpiling of the geotextile shall be submitted.
- F. At least 14 days prior to installing any geotextile, Contractor shall submit to Engineer the following information regarding the Geosynthetics Installer:
  - 1. Corporate background and information; and
  - 2. Copy of geosynthetic installer's letter of approval or license by the geotextile manufacturer.

# 1.04 CONSTRUCTION QUALITY ASSURANCE

- A. Manufacturing and installation of the geotextiles will be monitored and tested by the CQA Consultant as outlined in the CQA Plan.
- B. Installed material that does not conform to these specifications, whether tested by Contractor or the CQA Consultant, shall be rejected and shall be repaired or replaced by Contractor at no cost to Owner.
- C. Contractor and Geosynthetics Installer shall be aware of the activities in the CQA Plan and shall account for these CQA activities in the installation schedule.

### 1.05 RESPONSIBILITIES

- A. Contractor shall retain the services of a Geotextile Manufacturer who shall be responsible for production quality control and delivery of the geotextiles and shall be a well-established firm with experience in the manufacture of geotextile.
- B. Contractor may employ a Geosynthetics Installer, who shall install all geotextiles. The Geosynthetics Installer or Contractor shall be responsible for field handling, storing, deploying, seaming or connecting, temporary restraining (against wind), anchoring, and other site aspects of geotextile installation.
- C. Contractor shall accept and retain full responsibility for all materials and installation and shall be held responsible for any defects in the completed system.

### PART 2 PRODUCTS

# 2.01 GEOTEXTILE PROPERTIES

- A. The geotextiles shall exhibit "Minimum Average Roll Values", as defined by GRI Test Method GT 12 or Table 1(a) for cushioning geotextiles (see Table 02714-1) and as specified in the drawings and FHWA Class II Type A (see Table 02714-2) for separation geotextile. The specific geotextile requirements are identified in the drawings. The geotextile provided by the Geotextile Manufacturer shall be stock products. The Geotextile Manufacturer shall not furnish products specifically manufactured to meet the Specifications of the Project unless authorized by Owner and Engineer.
- B. Nonwoven geotextiles shall be manufactured from continuous filaments or staple fibers and shall be needle-punched.

# 2.02 MANUFACTURING QUALITY CONTROL

- A. The geotextile shall be manufactured with quality control procedures that meet generally accepted industry standards.
- B. The Geotextile Manufacturer shall sample and test the geotextile, at a minimum, once every 100,000 ft2 to demonstrate that the material conforms to all requirements in Tables 02714-1 for cushioning geotextile and 02714-2 for separation geotextile.
- C. Sampling shall, in general, be performed on sacrificial portions of the material such that repair of the material is not required.

- D. If a geotextile sample fails to meet the quality control requirements of this section, the Geotextile Manufacturer shall sample and test each roll manufactured in the same lot, or at the same time, as the failing roll. Geotextile rolls not meeting the required specifications will be rejected.
- E. Additional sample testing may be performed at the Geotextile Manufacturer's discretion and expense to more closely identify the non-complying rolls and/or to qualify individual rolls.

# 2.03 PACKING AND LABELING

- A. Geotextiles shall be supplied in rolls wrapped in waterproof and opaque protective covers.
- B. Geotextile rolls shall be marked or tagged with the following information:
  - 1. Manufacturer's name;
  - 2. Product identification;
  - 3. Lot number;
  - 4. Roll number; and
  - 5. Roll dimensions.

## 2.04 TRANSPORTATION

- A. Contractor shall be responsible for transportation of all geotextiles. Geotextile Manufacturer shall be liable for all damages to the materials incurred prior to and during transportation to the site. Contractor shall be responsible and held liable for all damages to the material once the material is on site.
- B. Geotextile shall be delivered to the site at least 14 days before scheduled date of deployment to allow the CQA Consultant adequate time to inventory and sample the geotextile rolls and perform conformance testing on the samples, if needed.

# 2.05 HANDLING AND STORAGE

A. Handling, unloading, storage, and care of the geotextiles prior to, during, and following installation is the responsibility of Contractor. Contractor shall be liable for all damages to the materials incurred prior to final acceptance of Contractor's Work by Owner.

B. The geotextile shall be protected from moisture, long-term direct exposure to sunlight, puncture, or other damaging or deleterious conditions. The geotextile shall be protected from mud, dirt and dust. Contractor shall be responsible for any additional storage procedures required by the Geotextile Manufacturer.

# PART 3 EXECUTION

### 3.01 HANDLING AND PLACEMENT

- A. The geotextile shall be handled in a manner to prevent damage to the geotextile.
- B. Precautions shall be taken to prevent damage to underlying layers during placement of the geotextile.
- C. After unwrapping the geotextile from its opaque cover, the geotextile shall not be left exposed for a period in excess of 14 days unless a longer exposure period is approved by Engineer. Approval may be based on a formal demonstration from the Geotextile Manufacturer that the geotextile is stabilized against ultraviolet degradation for a period in excess of 14 days. Any material not accepted under this paragraph shall be replaced by Contractor at no cost to Owner.
- D. If white colored geotextile is used, precautions shall be taken against "snowblindness" of personnel.
- E. Contractor shall examine the surfaces to be covered with geotextile before deployment to ensure there are no potentially harmful foreign objects. Foreign objects shall be removed prior to deploying the geotextile.
- F. Care shall be taken not to entrap stones, excessive dust, or moisture in the geotextile during placement.
- G. All geotextiles shall be anchored with ballast during windy conditions. Such ballasts shall be installed during placement and shall remain until the geotextiles are weighted with structural fill, riprap, protective cover, or other materials identified on the Drawings.
- H. The CQA Consultant will examine the deployed geotextile surface after installation to ensure that no potentially harmful foreign objects are present either above or below the geotextile. Foreign objects shall be removed and damaged geotextile shall be replaced by Contractor at no additional cost to Owner.

### 3.02 SEAMS AND OVERLAPS

- A. All geotextiles shall be continuously sewn or thermally bonded (i.e., Geowelded). Geotextiles shall be overlapped a minimum 6 in. prior to seaming. No horizontal seams shall be allowed on slopes steeper than 10 horizontal to 1 vertical (i.e., seams shall be along [down], not across, the slopes).
- B. For sewing, polymeric thread, with chemical resistance properties equal to or exceeding those of the geotextile, shall be used for all sewing. The seam type shall be Federal Standard Type SSN-1. The seams shall be sewn using stitch Type 401.

# 3.03 REPAIR

- A. Any holes or tears in the geotextile shall be repaired as follows.
  - 1. A patch made from the same geotextile shall be seamed into place extending (with each seam no closer than 1 in. from any edge) 1 foot beyond the edges of the hole or tear.
- B. Care shall be taken to remove any soil or other material that may have penetrated the torn geotextile.

### 3.04 PLACEMENT OF SOIL MATERIALS

- A. Contractor shall place all soil materials on top of geotextile such that:
  - 1. The geotextile and underlying materials are not damaged;
  - 2. Minimum slippage occurs between the geotextile and underlying layers; and
  - 3. Excess stresses are not induced in the geotextile.
- B. Equipment shall not be driven directly on the geotextile, unless approved by Engineer in advance. Unless otherwise specified by Engineer, all equipment operating on soil material overlying the geotextile shall comply with the requirements of Paragraph 3.04C of these Specifications.
- C. Equipment shall not be driven directly on the geomembrane. Unless otherwise specified by Engineer, all equipment operating on materials overlying the geomembrane shall comply with the following:

Allowable Overlying	Thickness of
Equipment Ground Pressure	Compacted Fill
(psi)	(ft)
<5	1.0
<10	1.5
<20	2.0
>20	3.0

D. In heavily trafficked areas such as access ramps, and in areas trafficked by rubber tire vehicles, the thickness of overlying compacted fill shall be at least 3 ft.

# 3.05 PRODUCT PROTECTION

- A. Contractor shall use all means necessary to protect all prior Work and materials and completed Work of other sections.
- B. In the event of damage, Contractor shall immediately make all repairs and replacements necessary to the approval of the CQA Consultant and at no additional cost to Owner.

# TABLE 02714-1 MATERIAL PROPERTY VALUES FOR CUSHIONING GEOTEXTILE (GRI-GT12)

Table 1(a) – Required Properties, Test Methods and Values for Geotextiles Used as Geomembrane Protection (or Cushioning) Materials

Property <sup>(1)</sup>	Test	Unit	Mass/Unit Area (oz/yd²)					
	Method ASTM							
Mass per unit area	D5261	oz/yd²	4	6	8	10	12	16
Grab tensile strength	D4632	lb	120	170	220	270	320	390
Grab tensile elongation	D4632	%	50	50	50	50	50	50
Trap. Tear strength	D4533	lb	50	70	95	105	125	155
Puncture (CBR) strength	D6241	lb	303	435	575	725	925	1125
UV resistance <sup>(2)</sup>	D7238	%		70	70	70	70	70

# Notes:

- (1) All values are MARV except UV resistance; it is a minimum value.
- (2) Evaluation to be on 2.0 inch strip tensile specimens per ASTM D5035 after 500 lt. hours exposure.

TABLE 02714-2
Physical Requirements For Separation Geotextile

Property	<b>Test Method</b>	Units	Specifications <sup>(1)</sup>			
	ASTM		Type II-A	Type II-B	Type II-C	
Grab Strength	D 4632	lbs	310/200	250/160	180/110	
Sewn Seam Strength	D4632	lbs	283/180	220/140	160/100	
Tear Strength	D4533	lbs	110/79	90 <sup>(3)/</sup> 56	67/40	
Puncture Strength	D4833	lbs	110/79	90/56	67/40	
Burst Strength	D3786	psi	500/250	400/190	300/140	
Permittivity	D4491	s <sup>-1</sup>	0.02	0.02	0.02	
Apparent Opening Size	D4751	In	$0.024^{(2)}$	0.024 <sup>(2)</sup>	$0.024^{(2)}$	
Ultraviolet Stability	D4355	%	50% after 500 hours of exposure			

## Notes:

- (1) The first value in a column apply to geotextiles that break at <50 percent elongation (ASTM D 4632). The second values in a column apply to geotextiles that break at ≥50 percent elongation (ASTM D 4632).
- (2) Maximum average roll value.
- (3) The minimum average tear strength for woven monofilament geotextile is 245 N.

# END OF SECTION

# SECTION 02930 GEOCOMPOSITE

### PART 1 GENERAL

# 1.01 SCOPE OF WORK

- A. The Work specified in this Section includes the manufacture, fabrication, testing, delivery and installation of geocomposite (i.e., composite geonet) for use in the final cover system.
- B. All testing specified in this section is quality control (QC) testing and is the Contractor's responsibility and all costs shall be included in the bid price. The OWNER is responsible for the Quality Assurance (QA) testing described in the FDEP approved CQA Plan.

### 1.02 RELATED SECTIONS

- A. Section 02220, Earthwork
- B. Section 02270, Erosion and Sediment Control
- C. Section 02701, LLDPE Geomembrane

### 1.03 REFERENCED STANDARDS

- A. American Society for Testing and Materials (ASTM)
  - D 1238 Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer
  - D 1505 Standard Test Method for Density of Plastics by the Density Gradient Technique
  - D1777 Standard Test Method for Thickness of Textile Materials
  - D 3776 Standard Test Methods for Mass Per Unit Area (Weight) of Fabric
  - D 4218 Standard Test Method for Determination of Carbon Black Content in Polyethylene Compounds By the Muffle-Furnace Technique
  - D 4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles
  - D 4632 Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
  - D 4716-00 Standard Test Method for Determining the (In-Plane) Flow Rate
  - D 4751-99 Standard Test Method for Determining Apparent Opening Size of a Geotextile
  - D 4833-88 (1996) Standard Test Method for Index Puncture Resistance
  - D 5261 Standard Test Method for Measuring Mass per Unit Area of Geotextiles

D 5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method

D7005-03 Determining The Bond Strength (Ply-Adhesion) of Geocomposites

- B. Geosynthetic Research Institute
  - GRI GC8 Determination of the Allowable Flow Rate of a Drainage Geocomposite
- C. Daniel, D.E. and R.M. Koerner, (1993), Technical Guidance Document: Quality Assurance and Quality Control for Waste Containment Facilities, EPA/600/R-93/182.

### 1.04 SUBMITTALS

- A. Data showing manufacturer has a minimum of 5,000,000 ft2 of geocomposite installation experience on similar projects.
- B. Product Information: The Contractor shall submit to the Engineer field and laboratory test data prior to importing and/or prior to any construction using the geocomposite. Submit the following information for each product prior to installation, to the Engineer for approval:
  - 1. Prequalification: Submit independent laboratory test results demonstrating compliance with the material properties listed in Table 02930-1, Table 02930-2, and Table 02930-3. In addition, the manufacturer must provide a certificate of compliance which states that the material to be installed will use the same manufacturing techniques, resin type, and formulation as that for which test results are submitted.
  - 2. Transmissivity: Submit manufacturer's test data that indicates transmissivity values shown in Table 02930-3 is met.
  - 3. Interface friction angle testing that indicates Section 02930 Section 2.04 is met.
  - 4. Installation Details: Installation details shall include cross sections, temporary anchorage, anchor trenches, and other terminations.
  - 5. Protection from Wind and Weather: Submit methodology to protect each product from wind, dirt, and direct sunlight. At a minimum, the methodology shall reflect that materials shall be shipped and stored in rolls furnished at the manufacturing facility to prevent exposure of the

- geotextile to ultraviolet light, precipitation, moisture, mud, dirt, dust, puncture, or other damaging conditions.
- 6. Rolls of products shall not be stacked upon one another to the extent that deformation of the core occurs. If stored outdoors, they shall be elevated from the ground and protected with a waterproof cover. Outdoor storage should not be allowed to exceed six months. For storage for more than six months, a temporary enclosure shall be constructed so that the geocomposite rolls are stored inside an enclosed facility.
- 7. Material Data: Submit complete manufacturer's specifications, descriptive drawings, and literature for each product, including the product identification and suppliers of the polymer resin and recommended method for handling and storage of all materials prior to installation. Describe the manufacturer's methodology to comply with the requirements specified for manufacturing quality control.
- 8. Manufacturing Quality Control: Submit a complete description of the manufacturer's formal quality control/quality assurance programs for manufacturing, fabricating, handling, installing, and testing. The description shall include, but not be limited to, polymer resin supplier and product identification, acceptance testing, production testing, installation inspection, installation techniques, repairs, and acceptance. The document shall include a complete description of methods for both roll end and roll side joining.
- 9. Installation Instructions: Submit samples of the product with a complete set of specifications, and manufacturer's complete written instructions for storage, handling, installation and joining.
- 10. Qualifications: Submit manufacturer's qualifications for each product. Submit manufacturer's letter of approval or license by geocomposite manufacturer allowing the installer to install the geocomposite.
- 11. Geonet Resin: Submit the name of the HDPE resin supplier, the production plant, the brand name, and name of resin used to manufacture the product.
- C. Manufacturing Quality Control: Submit the following manufacturing quality control information to the QA Consultant prior to material shipment:
  - 1. Production Dates: Submit statement of production dates for each product.
  - 2. Test Reports: See Part 2 of this Section for tests and test frequencies.

- D. If the use of an alternate Geocomposite design or material is proposed by the Contractor or Manufacturer, then at no expense to the Owner or Engineer, the following items, at a minimum, shall be submitted to the Engineer for acceptance and pre-approval:
  - 1. Product Literature with description of the product and product properties.
  - 2. A representative product sample, approximately 12"x12" in size.
  - 3. Installation Quality Control Manual
  - 4. MQC Test Data using the same material or installation methods as proposed for the Project.
  - 5. Detailed supporting design engineering calculations and drawings of the material and installation.
  - 6. Calculations shall demonstrate how the material and installation meet or exceed the project specifications.
  - 7. The Alternative material or design shall show any proposed change the lines or grades to the Project Drawings.
  - 8. The Alternative material or design shall be reviewed, signed and sealed, by a Professional Engineer licensed in the State of Florida.

# 1.05 WARRANTY

- A. Material shall be warranted, on a pro-rata basis against Manufacturer's defects for a period of 2 years from the date of geocomposite installation. The guarantees shall be made, in writing, directly to the Owner (not the Contractor), and in a format acceptable to the Owner.
- B. Installation shall be warranted against defects in workmanship for a period of 1 year from the date of acceptance by the Owner. The guarantee shall be made directly to The Owner in a format acceptable to the Owner. The Contractor and the Geomembrane Manufacturer/Installer shall certify, in writing, that the installed geocomposite satisfies the requirements of these specifications and the CQA Plan.

### PART 2 PRODUCTS

# 2.01 GEONET

- A. The geonet shall be as manufactured by GSE Environmental, LLC or Agru-America, Inc., or Skaps Industries, Inc., or an Engineer-approved substitution.
- B. The geonet shall be manufactured by extruding two or three sets of strands to form a structure to provide planar water flow meeting the requirements listed in Table 02930-1. Other structures will require Engineer approval for substitution.
- C. The geonet shall consist of new, first-quality products designed and manufactured specifically for the intended purpose designated in this specification, as satisfactorily demonstrated by prior use. The geonet shall contain stabilizers to prevent ultraviolet light degradation. The HDPE shall be unmodified HDPE containing no plasticizer, fillers, chemical additives, reclaimed polymers, or extenders. Approximately 2 percent carbon black shall be added to the resin for ultraviolet resistance. The only other allowable compound elements shall be antioxidants and heat stabilizers, of which up to 1.5 percent total, as required for manufacturing, may be added.

### 2.02 GEOTEXTILE

The geotextile shall meet the requirements listed in Table 02930-2.

### 2.03 GEOCOMPOSITE

- A. The final product material shall meet the requirements listed in Table 02930-3.
- B. Manufacturer: The geocomposite shall be fabricated by heat bonding the geotextile to both sides of the geonet. No burn-through of geotextiles shall be permitted. No glue or adhesive shall be permitted. The bond between the geotextile and the geonet shall meet the requirements listed in Table 02930-3.
- C. Labels: Geocomposite shall be supplied in rolls, marked or tagged with the following information:
  - 1. Manufacturer's name.
  - 2. Product identification.
  - 3. Lot number.
  - 4. Roll number.
  - 5. Roll dimensions.

D. Roll Dimensions: The product shall be supplied as a continuous sheet with no factory seams. During installation, the roll length shall be maximized to provide the largest manageable roll for the fewest field seams.

## 2.04 INTERFACE FRICTION TESTS

# A. Interface Friction Tests.

Laboratory friction tests shall be also be conducted, on behalf of the OWNER by the CQA Laboratory, with representative samples of the materials selected by the Contractor for use in the Work. The Contractor is responsible for shipping materials and soil to the testing CQA laboratory. The initial set of testing and subsequent conformance tests (if any) shall be paid for by the Owner. If the Contractor changes geosynthetic materials or the material does not meet specifications, then the additional cost to qualify those materials shall be borne by the Contractor. Testing will include 1 interface friction test for each of the test configuration interfaces described as follows:

# 1. Test Configurations

- a. Test Configuration No. 1 Grading Layer Textured LLDPE
- b. Test Configuration No. 2 Drainage Geocomposite Textured LLDPE
- c. Test Configuration No. 3 Drainage Geocomposite Protective Cover

Note: Refer to Section 2701 for Test Configuration No. 2 specifications.

- 2. The testing shall be performed in accordance with ASTM D5321.
- 3. The materials shall be tested at normal stresses of 250 psf, 500 psf and 1,000 psf.
- 4. Displacement rates shall be in accordance with ASTM D5321 Procedure A for geosynthetic to geosynthetic interfaces and Procedure B for soil to geosynthetic interfaces. Set to 0.04 in/min unless Engineer approved.
- 5. Soil components shall be compacted to the same moisture-density requirements specified for full scale field placement and saturated prior to shear.
- 6. Each individual normal load will be applied for 1 hour before conducting the shear test.

- 7. All geosynthetic interfaces shall be sheared under saturated (tap water) conditions.
- 8. Geosynthetics shall be oriented such that the shear force is parallel to the downslope orientation of the testing components as deployed in the field (Typically the MD of the geosynthetic material). The testing laboratory shall confirm these criteria with the Engineer/CQA Inspector prior to performing the tests.
- 9. A minimum friction angle for each interface in the system defined in Table 02930-3.
- 10. Conduct test for each normal load to include Peak shear strength of interface through at minimum of 3 inches of displacement.
- 11. Report for each shear test will include:
  - a. Test configuration and conditions
  - b. Plot of Shear Strength vs Displacement
  - c. Plot of all normal loads vs shear strength
  - d. Best fit line through data points and report phi and y-intercept for both Peak and Residual tests.
- 12. Interface shear strength of the actual components which will be used in the liner system shall be tested with method ASTM D5321 or an equivalent test method.
- 13. This material is part of a closure cap system. The system shall meet the requirements before all the component materials can be deemed acceptable.
- 14. Interface friction tests will be conducted by the CQA Testing Laboratory.

# 2.05 CONFORMANCE TESTING

A. Samples of the geocomposite will be removed by the CQA Officer at Manufacturer's plant during production of the geocomposite. The CQA Officer will sample the geotextile and geonet components before the components are bonded together and will sample the geocomposite material after the individual components are bonded. Samples will be sent to a geosynthetics CQA laboratory for testing to assure conformance with the requirements of this section. If mutually agreed upon by Owner, Engineer, Contractor, and FDEP, samples may be shipped from Manufacturer to the CQA Officer's designated laboratory, provided that adequate chain-of-custody documentation is prepared and submitted, including origin and destination of sample, lot number, roll number,

product name, project name, date of production, and date of shipment, at a minimum.

- B. Samples shall be taken across the entire width of the roll and shall not include the first complete revolution of the roll. Unless otherwise specified, samples shall be full width of the roll and extend minimum 3 feet along length of the roll. The CQA Consultant shall mark the machine direction on the samples with an arrow.
- C. CQA Samples shall be taken at a minimum frequency of one sample per 100,000 square feet with a minimum of one sample per lot. If Contractor ships geocomposite that requires sampling and testing at a frequency greater than one per 90,000 square feet, then Contractor shall pay for the additional CQA sampling and testing beyond one per 90,000 square feet.
- D. The CQA Officer may increase the frequency of sampling in the event that test results do not comply with the requirements of this section.
- E. As a minimum, tests listed in Paragraphs 3.01 B, C, D and E shall be performed. The AOS and permittivity shall be performed at a frequency of one per lot.
- F. Any geocomposite material that is not certified in accordance with Part 1.3 of this section, or that conformance testing indicates do not comply with Part 2 of this section, will be rejected by Engineer.

# PART 3 EXECUTION

# 3.01 MANUFACTURING QUALITY CONTROL TESTING

- A. All of the following specified tests in Section 02930 Part 3.01 are the Contractor's responsibility and costs. Testing during manufacturing shall be accomplished by the manufacturer's laboratory.
- B. HDPE resin shall be tested at a frequency of one test per resin batch for compliance with Table 02930-1. One batch is defined as one rail car load of resin. The finished rolls shall be identified by a roll number corresponding to the resin batch used. The following minimum test frequencies shall be observed:

Property	Test Method	Minimum Frequency
Polymer Density	ASTM D 1505	1 per batch
Polymer Melt Index	ASTM D 1238	1 per batch

C. The geonet shall be tested during manufacturing for compliance with Table 02930-1. The following minimum test frequencies shall be observed:

Property	Test Method	Minimum Frequency
Polymer Density	ASTM D 1505	1/100,000 sf
Mass per Unit Area	ASTM D 3776	1/100,000 sf
Thickness	ASTM D 1777	1/100,000 sf

D. Geotextile shall be tested during manufacturing for compliance with Table 02930-2. The following minimum test frequencies shall be observed:

Property	Test Method	Minimum Frequency
Mass per Unit Area	ASTM D 3776	1/100,000 sf
AOS	ASTM D 4751	1/100,000 sf
Flow Rate	ASTM D 4491	1/100,000 sf
Grab Tensile	ASTM D 4632	1/100,000 sf
Trapezoidal Tear Strength	ASTM D 4533	1/100,000 sf
Puncture Resistance	ASTM D 4833	1/100,000 sf

E. Upon fusion of the geotextile and geonet, the product shall be tested during manufacturing for compliance with Table 02930-3. The following minimum test frequencies shall be observed:

Property	Test Method	Minimum Frequency
Ply Adhesion (minimum)	ASTM D 7005	1/100,000 sf
Interface Friction	ASTM D 7005	1/Test Configuration
(minimum)		
Transmissivity (100-hr)	ASTM D 4716	1 / 3:1 slope &
		1 / 4:1 slope
Transmissivity (1-hr)	ASTM D 4716	1/100,000 sf

F. The Contractor shall inspect every roll for bonding integrity between the geonet and the geotextile. All poorly bonded and/or delaminated material shall be rejected.

# 3.02 FIELD QUALITY CONTROL

A. Field Joining: The Contractor shall inspect all roll end joints and roll side joints. The results of these inspections shall be documented in the daily reports. Field joints shall comply with the requirements of Table 02930-4.

- B. Quality Control Reporting Procedures: All information regarding the installation of the geocomposite will be recorded in the Contractor's daily report. This information shall include:
  - 1. Reference to product submittals, certifications, substitutions and approvals.
  - 2. Dates of installation.
  - 3. Location and quantity of materials installed.
  - 4. Statement of whether materials were installed in accordance with the Technical Specifications.
  - 5. Additional information as required.
  - 6. All product certifications, filed appropriately for future reference.

### 3.03 MANUFACTURER'S RECOMMENDATIONS

Each Product shall be installed in accordance with the plans, specifications, and the manufacturer's recommendations. In case of a conflict between these documents, the more stringent requirements shall apply.

# 3.04 CLEANLINESS

The interface between the geocomposite and the geomembrane shall be clean, dry, and free of dirt and dust during installation. If dirt, dust, or water are present, the Contractor shall clean the work area. Products which are clogged with silts shall be discarded and shall not be installed.

# 3.05 ROLL JOINING METHODS

- A. Table 02930-4 summarizes acceptable roll joining methods.
- B. Lap Seams: The bottom layer of geotextile shall be lap seamed. Lap seaming is accomplished by overlapping adjacent geotextile a minimum of 6 inches.
- C. Nylon Ties: The geonet shall be overlapped and fastened with nylon ties. Nylon ties shall be yellow or white in color to facilitate inspection.
- D. Machine Sewn Seams: The top layer of geotextile shall be sewn. Sewing shall be accomplished with a lock-stitching sewing machine. The thread shall be polymeric thread which complies with manufacturer's recommendations. The

seam shall be placed at a minimum of 4 inches from the geotextile edges. The finished seam shall be folded to one side.

# 3.06 ROLL JOINING REQUIREMENTS

- A. The minimum requirements for joining rolls are specified in Table 02930-4.
- B. Roll Ends: The end of each roll of geocomposite shall be overlapped a minimum of six inches. The geonet portion shall be shingled, with the uphill end overlapping the downhill end. The geonet portion shall be tied 2 feet on center at a minimum. The bottom layer of geotextile shall be overlapped a minimum of 6 inches. The upper layer of geotextile shall be machine sewn. Where the geocomposite is to terminate, the upper geotextile shall be folded over the ends with a minimum of 12 inches of geotextile placed under the geocomposite.
- C. Adjacent Roll Sides: At roll sides, the material shall be overlapped a minimum of 4 inches. The bottom geotextile shall be overlapped. The geonet shall be overlapped and tied a minimum of 5 feet on center with nylon ties as described above. The upper layer of geotextile shall be machine sewn as described above.

### 3.07 INSTALLATION

A. The product shall be installed in accordance with the manufacturer's recommendations or as specified herein, whichever is more stringent.

### B. Orientation:

- 1. Geocomposite shall be rolled down the slope in such a manner as to continually keep the material in tension. If necessary, the material shall be positioned by hand after unrolling to minimize wrinkles. Geocomposite shall not be placed in the horizontal direction (i.e., across the slope).
- 2. Butt seam will be permitted on the side slopes; however, no more than two adjacent butt seams that form a continuous horizontal seam are permitted. If the butt seams are on the side slopes, then the butt seams shall be offset more than 10 feet up or down slope from each other or the butt seams. Butt seams can be deployed continuously on the inside portion of the terraces of the slope only or on the top of the landfill.
- C. The Installer shall provide sufficient ballast and temporary anchorage to protect the product according to the manufacturer's instructions. The ballast shall not damage the geosynthetics. The Installer shall be responsible for protecting the product from damage due to weather at all times.

#### D. Physical Damage:

- 1. Personnel walking on the product shall not engage in activities or wear footwear that could damage the material. Smoking shall not be permitted on or near the geosynthetics.
- 2. Vehicular traffic shall not be permitted on the geosynthetics. Equipment shall not damage the material by handling, trafficking, or leakage of hydrocarbons. The surface shall not be used as a work area for preparing patches, storing tools and supplies, or other uses.
- E. Bridging: The product shall be installed to avoid bridging.
- F. Corners: In corners, where overlaps between rolls are staggered, an extra roll shall be installed from the top to the bottom of the slope.
- G. Weather Protection: Each product shall be protected from direct sunlight or precipitation prior to installation. After installation this product shall not be exposed to direct sunlight and shall be covered within 30 days of installation. Product which is exposed to direct sunlight for 30 days or more shall be replaced at the Contractor's expense.
- H. It is the Contractor's responsibility to provide all labor and materials for protection of the product during the period of time prior to installation of overlying soils. The Contractor's protection method is subject to the approval of the Engineer.

#### 3.08 REPAIRS

- A. Limitations: In general, damaged, soiled, or delaminated products shall be discarded. Products which have major damage, which require extensive repairs or replacement, shall be discarded at the Contractor's expense.
- B. Minor Damage: Minor damage is defined as a hole 2 inches or smaller in diameter in the product. Minor damage shall be repaired by snipping out protruding geonet and machine sewing or thermal bonding a geotextile patch over the hole. The patch shall be a minimum of 12 inches larger than the damaged area in all directions. If thermal bonding is conducted, care shall be taken to prevent excessive heat damage to the surrounding geosythetics.
- C. Major Damage: Major damage is defined as a hole larger than 2 inches in diameter through the product. Major damage shall be repaired by replacing the entire panel width.

#### 3.09 PLACEMENT OF COVER SOILS OVER GEOCOMPOSITE

- A. During placement of soils, no construction equipment shall be allowed directly on the gecomposite. The Contactor shall maintain a minimum of one foot over the geocomposite to prevent damage from occurring. Additional thickness of soil will be required depending on equipment weight, contractor's installation method, or at points where the geocomposite is under haul road or access points for rubber tired vehicles.
- B. The Contractor shall take measures to protect the geocomposite. Only large radius turns by equipment shall be permitted so twisting, shearing, folding, or damage to the gecomposite does not occur.
- C. Soils shall be placed in manner that does not stretch, tear, or fold over the geocomposite.
- D. Soil placement on the side slopes shall be from the toe of slope and pushed up the slope to the top of the landfill.
- E. During placement of the soil, the equipment shall move forward and backward, with minimal turning so avoid damage to the geocomposite until a minimum of 2 feet of soil has been placed over the geocomposite. A minimum of 4 feet of soil cover above the geocomposite is required for areas with rubber-tired vehicles and/or heavy travels areas.
- F. Placement of the 2-feet of cover soils will be done with equipment with a contact pressure of 5 psi of less.
- G. Any areas damaged during the placement of cover soils, will have all cover soils removed to allow for inspection and repair of the geocomposite and geomembrane.

## TABLE 02930-1 GEONET PROPERTIES

Property	Qualifier	Unit	Test Method	Specified Value
Thickness	Minimum Average	mil	ASTM D 5199	300
Tensile Strength (machine direction)	Minimum Average	lbs/in	ASTM D 7179	75
Carbon Black	Range	percent	ASTM D 4218	2 to 3
Density	Minimum Average	g/cm <sup>3</sup>	ASTM D 1505	0.940

# TABLE 02930-2 GEOTEXTILE PROPERTIES

Property	Qualifier	Unit	Test Method	Specified Value
Fabric Weight	MARV	oz/yd <sup>2</sup>	ASTM D 5261	6
Grab Strength	MARV	lbs	ASTM D 4632	160
Puncture Resistance	MARV	lbs	ASTM D 4833	120
Water Flow Rate	MARV	gpm/ft <sup>2</sup>	ASTM D 4491	110
AOS	MaxARV	sieve size(mm)	ASTM D 4751	#70 (0.212)

# TABLE 02930-3 GEOCOMPOSITE PROPERTIES

Property	Qualifier	Unit	Required Test Value			
Ply Adhesion	Minimum Average	lbs/inch		1.0		
Interface Friction See Note 1 (Each Test configuration per Section 02930 Part 2.4A)			Load (psf)	Phi	С	Shear Strength (psf)
	Minimum	psf	250	25.2	0	117.6
	Minimum	psf	500	25.2	0	235.3
	Minimum	psf	1,000	25.2	0	470.6
Transmissivity (100 hr) See Note 2						
Slope			Soil Permeability (cm/s)	Tra	nsmi (m2)	ssivity /s)
4(H):1(V)	Minimum	m <sup>2</sup> /s	3.0 x 10 <sup>-4</sup>	3.2 x 10 <sup>-3</sup>		10-3
	Minimum	m <sup>2</sup> /s	1.0 x 10 <sup>-5</sup>	1.1 x 10 <sup>-4</sup>		
3(H):1(V)	Minimum Minimum	$m^2/s$ $m^2/s$	3.0 x 10 <sup>-4</sup> 1.0 x 10 <sup>-5</sup>		2.0 x 6.7 x	
Transmissivity (1-hr) See Note 3						
4(H):1(V)	Minimum	m <sup>2</sup> /s		9.0 x 10-4		10-4
3(H):1(V)	Minimum	m <sup>2</sup> /s		9.0 x 10-4		

#### Notes:

- 1. Interface Friction Test Refer to Section 02930 Part 2.4A for testing specifications.
- 2. Transmissivity (100-hr) Per ASTM D 4716 with a normal stress of 1,000 psf; water at 20°C (68°F); with a gradient of 0.25 or 0.33 for 4:1 or 3:1 slopes respectively; upper boundary is protective cover soil and lower boundary is 40 mil textured LLDPE, and a test time period of 100 hours. The protective cover soil, Geocomposite, and 40-mil textured LLDPE must be from the materials utilized in construction.
- 3. Transmissivity (1-hr) Per ASTM D 4716 with a normal stress of 1,000 psf; water at 20°C (68°F); with a gradient of 0.25 or 0.33 for 4:1 or 3:1 slopes respectively; upper boundary is steel plate/geocomposite and lower boundary is 40 mil textured LLDPE/steel plate, and a test time period of 1- hour. The geocomposite and 40-mil textured LLDPE must be from the materials utilized in construction.

# TABLE 02930-4 GEOCOMPOSITE JOINING METHODS

Location	Layer	Joining Method	Min. Overlap	Tying Frequency
	Upper geotextile	Machine sewing/ thermal bonding	4"	N/A
Roll End (See Note 1)	Geonet	Nylon ties	6"	2' on center
Note 1)	Lower geotextile	overlap	6"	N/A
	Upper geotextile	Machine sewing	4"	N/A
Roll Side	Geonet	Nylon ties	4"	5' on center
Kon Side	Lower geotextile	overlap	6"	N/A
Repair of minor damage	Upper geotextile	Machine sewing/ thermal bonding	12"	N/A
(See Note 2)	Geonet	N/A	N/A	N/A

#### Notes:

- 1. At termination of geocomposite fold over upper geotextile as defined in Part 3.06.
- 2. Minor damage is defined in Part 3.08.

#### **END OF SECTION**

# DIVISION 15 MECHANICAL

#### SECTION 15060 HDPE PIPE AND PIPE FITTINGS

#### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

The Contractor shall supply all materials, equipment, and labor needed to install complete and make ready for use all pipe, pipe fittings, and valves as specified herein and as indicated on the Plans.

#### 1.02 RELATED SECTIONS

- A. Section 02130, Gas Extraction Wells
- B. Section 02220, Earthwork
- C. Section 15079, Corrugated Polyethylene

#### 1.03 DEFINITIONS

- A. SDR Standard Dimension Ratio.
- B. ESCR Environmental Stress Crack Resistance.
- C. HDPE High Density Polyethylene Pipe.
- D. LFG Landfill gas.

#### 1.04 REFERENCED STANDARDS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Use of the most recent version is required.

- A. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. B16.5, Pipe Flanges and Flanged Fittings.
- B. ASTM International (ASTM):
  - 1. D1248 Specification for Polyethylene Plastics Molding and Extrusion Materials
  - 2. D2513, Thermoplastic Gas Pressure Pipe, Tubing, and Fittings.
  - 3. D2683, Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter- Controlled Polyethylene Pipe and Tubing.

- 4. D3261, Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
- 5. D3350, Specification for Polyethylene Plastics Pipe and Fittings Materials.
- 6. D4101, Standard Specification for Propylene Plastic Injection and Extrusion Materials.
- C. American National Standard Institute (ANSI):
  - 1. B31.8, Code for Pressure Piping, Appendix N.
- D. Plastics Piping Institute (PPI):
  - 1. PPI TR-31/9-79, Technical Report.

#### 1.05 SUBMITTALS

- A. See Section 01300 for administration of submittals.
- B. The Contractor shall submit installer qualifications and experience for himself or subcontractor with regard to HDPE pipe installation for record purposes.
- C. The manufacturer's product data shall be submitted in accordance with Section 01300, Contract Administration. Submittals shall be made for each pipe material which will become a permanent part of the work and shall include all fittings and accessories.
- D. The Contractor shall prepare and submit to the Engineer, for review and approval prior to commencement of construction, certificates of compliance on materials furnished and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, inspection, maintenance and repair of each type of pipe, pipe fitting, and valve furnished.
- E. Provide manufacturing test specification data listing resin type, cell classification, stock density, melt flow, flexural modulus, tensile strength, and coloration. Include results of tests with shipment of materials, with two (2) additional copies of test results furnished to Engineer.
- F. The Contractor shall prepare and submit Shop Drawings to the Engineer for review and approval. The Shop Drawings shall show the following:
  - 1. All dimensions, slopes, and invert elevations at connections.
  - 2. Pipe Dimensions for each pipe size used:
    - a. Average outside diameter
    - b. Average inside diameter
    - c. Minimum average wall thickness

3. Each pipe and fitting size to be used.

#### 1.06 HANDLING, STORAGE, INSPECTION AND PROTECTION

- A. Care shall be taken during transport of all pipe to protect pipe from kinks, cuts, end damage, and other defects. Binding and tie down methods shall not damage or deflect pipe in any way. Pipe damaged during shipment shall be rejected.
- B. Pipe shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe. Stacking of any pipe shall be limited to a height that will not cause deformation of the lower layers of pipe under anticipated temperature conditions. When necessary because of ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such widths to prevent deformation of the pipe at the point of contact with the sleeper or between supports. Pipe shall not be removed from storage until bedding or subgrade work is complete and ready to receive the pipe.
- C. Any plastic-type pipe stored on the job site shall be covered with canvas or other opaque material to protect it from sunlight. Air circulation shall be provided under the covering. HDPE pipe may be excluded from this requirement as recommended by the manufacturer.
- D. All pipe, fittings, and other accessories shall be inspected upon delivery and during the course of the work. Any defective or damaged materials found during field inspection or during tests shall be removed from the site and replaced by, and at the expense of, the Contractor.
- E. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times. Fittings shall be drained and stored in a manner that will protect them from damage by freezing.
- F. Manufacturer's written instructions regarding handling and storage of pipe and fittings shall be adhered to and shall be kept on site for inspection as required.

#### PART 2 PRODUCTS

#### 2.01 GENERAL

A. All pipe joints and fittings shall have the same or greater strength, pressure ratings, thermal resistance, chemical resistance, and other pertinent properties as the pipe being joined or connected. Plastic pipe fittings shall be manufactured of the same resin as used in the manufacture of the pipe being joined.

- B. Fittings for use with plastic type pipe material herein specified shall be provided by the same manufacturer providing the pipe.
- C. Each pipe length shall be clearly marked with manufacturer's name or trademark, applicable ASTM ratings, size, and, where applicable, standard dimension ratio.
- D. All flange bolts, nuts, and washers shall be AISI Type 304 stainless steel, ASTM A 193, Grade B8M hex head bolts and ASTM A 194, Grade 8M hex head nuts. Bolts shall be fabricated in accordance with ANSI B18.2.1 and shall be provided with washers.
- E. Where threaded fittings are permitted, thread lubricant shall be Teflon tape.

#### 2.02 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers of PE pipe are acceptable for landfill gas applications:
  - 1. Chevron Phillips Chemical Company LLC
  - 2. ISCO
  - 3. American Plastic Pipe and Supply LLC
  - 4. Lee Supply
  - 5. Ferguson Industrial Plastics
  - 6. Or approved alternative
- B. Submit requests for substitution in accordance with Specification Section 01300.

#### 2.03 HIGH DENSITY POLYETHYLENE (HDPE) PIPING MATERIALS

- A. Pipe shall be extruded from a Type III, Class C, Category 5, Grade P34 compound as described in ASTM D 1248. It shall be classified as cell 345464 according to ASTM D 3350 and have the material designation of PE 3608. The pipe shall be manufactured to meet the requirements of ASTM D 2513. Manufacturer's literature shall be adhered to when "manufacturer's recommendations" are specified. All pipe and fittings shall be provided by one of the manufacturers specified in Section 2.02 of this specification.
- B. The HDPE pipe and fittings shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, or other injurious defects. Any pipe or fitting with nicks, scrapes, or gouges deeper than 5 percent of the nominal wall thickness shall be rejected.

- C. HDPE piping shall be provided in the sizes and shall have a Standard Dimension Ratio (SDR) as indicated on the drawings. Dimensions and workmanship shall conform to the requirements of ASTM F 714.
- D. HDPE pipe and fitting joints shall be butt, heat fusion weld type only. No extrusion welds shall be permitted unless specifically noted on the drawings or specified herein. All welds shall achieve full penetration.
- E. HDPE fittings shall be either molded or shop-fabricated type. Shop-fabricated fittings shall be made from pipe sections using butt, heat fusion welding. Fittings with extrusion welding shall not be permitted unless otherwise noted on the drawings.
- F. HDPE fittings shall be free of internal projections; any and all internal projections resulting from molding or heat fusion fabrication shall be removed flush to the interior surface of the fitting at the factory or shop.
- G. Flanged joints, where required, shall utilize molded HDPE flange adapters and 316 stainless steel backup rings with ANSI B16.5 drilling. Flange bolting shall be as specified herein. Flanged HDPE joints shall have flat ring type Viton gaskets with gasket thickness and hardness as recommended by the manufacturer.
- H. Furnish appropriate size reducers and reducing fittings to mate pipe to equipment connections. Connection size requirements may change from those shown on drawings depending on equipment furnished.
- I. All pipe and fittings must be supplied by the same manufacturer.
- J. Identify each length of pipe clearly at intervals of 5 FT or less with the following markings:
  - 1. Manufacturer's name and trademark
  - 2. Nominal size of pipe
  - 3. Type of plastic (e.g. PE 3608)
  - 4. Standard dimension ratio (SDR)
  - 5. ASTM designations (i.e., ASTM D 2513)

#### 2.04 PERFORATED HDPE PIPING MATERIALS

- A. Perforated HDPE pipe shall conform to the requirements specified for HDPE pipe.
- B. Perforations shall be drilled into the pipe at the pipe extrusion plant or fabrication shop. Any burrs remaining after drilling shall be removed. Perforations shall be

- drilled and deburred prior to pipe delivery to the job site. Job site perforation or perforation by the Contractor shall not be permitted.
- C. Unless indicated otherwise on the drawings, pipe perforations shall be 3/8 inch diameter (±1/16 inch) on 3-inch (±1/4 inch) centers down the length of the pipe. There shall be three holes spaced at 120° (±5°) around the perimeter of the pipe. Rows shall be parallel to the pipe axis.

#### PART 3 EXECUTION

#### 3.01 GENERAL INSTALLATION REQUIREMENTS

- A. All pipe shall be laid and maintained straight and true to line in strict conformance with the lines, grades, and elevations indicated on the drawings. Line and grade tolerances, where applicable, shall be in accordance with limits given for specific material. Grade shall be measured at the pipe invert, not at the top of the pipe, due to permissible variations in pipe wall thickness.
- B. Contractor shall supply the Engineer drawings showing all installed HDPE pipe marked in 50-foot intervals corresponding to the stationing required for slope confirmation and conformance surveying. Each joint shall be marked at header and lateral joints. For main pipeline, station numbering shall be continuous and sequential. Station numbering shall be referenced in daily logs to document pipe installation progress.
- C. Trenching, bedding, and backfill shall be in accordance with Section 02220, Earthwork and 02225 Trenching.
- D. During laying operations, do not permit debris, tools, clothing, or similar items to be placed in pipes. Pipe interior shall be free of mud and kept clean at all times.
- E. Pipe ends shall be kept clear and clean and the Contractor shall ensure that inside surfaces are maintained smooth and free from any projections that may interfere with joint assembly or flow through the completed line.
- F. Care shall be exercised when lowering pipe into trenches or on subgrade to prevent damage or twisting of the pipe. After laying and prior to completion of backfill or cover operations, pipe shall be protected from any vehicular traffic.
- G. Remove standing water in trench before installation.
- H. Lengths of fused pipe to be handled as one segment shall not exceed 400 feet.

- I. Existing piping flanged joints which are disassembled by the Contractor shall be fitted with new gaskets, as specified, upon reassembly.
- J. The Owner and Engineer shall be notified prior to any pipe being installed in the trench in order to have an opportunity to inspect the following items:
  - 1. All butt and saddle fusions.
  - 2. Pipe integrity.
  - 3. Trench excavation and bedding material for rocks and foreign material.
  - 4. Proper trench slope.
  - 5. Trench contour to ensure the pipe will have uniform and continuous support.
  - 6. Proposed backfill sand and soil.
- K. Any irregularities found by the Engineer during this inspection must be corrected before lowering the pipe into the trench. Pipe shall be allowed sufficient time to adjust to trench temperature prior to any testing, segment tie-ins, and/or backfilling.

#### 3.02 HDPE PIPING INSTALLATION

- A. Line or grade shall not deviate from dimensions and elevations given on the drawings by more than ½ inch for line and 1/4 inch for grade at any point, provided that such variation does not result in a level or reverse sloping invert.
- B. Pipe and fittings shall be joined together using butt heat-fusion techniques in accordance with the pipe manufacturer's recommendations unless otherwise noted on the drawings. The heat-fusion welds shall not project into the interior of the piping high enough to interfere with passage of cameras and equipment used or piping system cleaning and videotaping inspection, and in no event shall such projections exceed 0.25 inch.
- C. Pipe and fittings shall be installed so that there will be no deviation at the joints and so that inverts present a smooth surface. Pipe and fittings that do not fit together to form a tight fitting joint are not permitted.
- D. Tie-ins shall be made out of the trench whenever possible. When tie-ins are to be made only in the trench, a bell hole shall be excavated large enough to ensure an adequate and safe work area.
- E. The Contractor shall ensure that kinking or excessive bend diameters of the pipe do not occur during the installation process.

- F. The Contractor shall insure that the pipe installed in the trench is firmly supported. The Contractor shall follow the minimum length and type of backfill specified in the drawings.
- G. Cap pipe sections longer than single joint (usually 40 feet) on both ends during placement, except during fusing operations.
- H. All installed valves shall be tested in the presence of the Engineer. All repairs deemed necessary by the Engineer shall be made by the Contractor at the Contractor's expense.
- I. HDPE pipe and fittings shall be by the same manufacturer. The minimum strength of the fittings shall not be less than that of the pipe.
- J. Service taps shall be installed as shown on the Drawings.
- K. Changes in direction of HDPE Pipe:
  - 1. Do not bend pipe to greater degree than minimum radius recommended by manufacturer for type and grade.
- L. The Contractor shall remove cuttings from the interior and exterior. Shavings shall not be left on the ground and must be disposed of properly.
- M. HDPE shall not be field threaded and such threaded joints shall not be used in gas distribution systems.
- N. Prior to final acceptance, completely flush and clean all parts of the system. Flushing water shall be properly disposed. Flushing water shall not be discharged to the leachate aeration/storage basins. The leachate collection and leak detection pumps shall not be used to handle water resulting from flushing operations. Remove all accumulated construction debris, rocks, sand, gravel, and other foreign material.

#### 3.03 PERFORATED HDPE PIPE IINSTALLATION

- A. All sections of perforated HDPE pipe shall be thoroughly cleaned and deburred after perforating and before welding or delivery to the job site to ensure all drill cuttings are removed from the pipe.
- B. Pipe shall be installed in gravel fill as specified in Sections 02220 Earthwork and 02225 Trenching.

- C. Install perforated pipe in accordance with drawing details and as specified for HDPE pipe.
- D. Prior to final acceptance, completely flush and clean all parts of the system. Flushing water shall be disposed of properly. Flushing water shall not be discharged to the leachate storage tanks. The leachate collection and leak detection pumps shall not be used to handle water resulting from flushing operations. Remove all accumulated construction debris, rocks, sand, gravel, and other foreign material.

#### 3.04 HEAT FUSION OF HDPE PIPING

- A. HDPE pipe shall be joined by butt-fusion methods, having a uniform and monolithic pipe interior according to the fusion joining procedures as instructed by the manufacturer as shown in the Construction Drawings.
- B. Each individual performing fusion joining shall have at least one (1) year of experience in the use of the fusion procedure.
- C. Join pipe sections at ground level to a maximum length of 400 feet, or a length recommended by the manufacturer such that maximum allowable stress, when pulling the pipe into position alongside the trench, is not exceeded. Use appropriate materials and equipment, as recommended by the HDPE pipe manufacturer, when pulling butt-fused pipe sections alongside the trench to prevent pipe damage.
- D. For summertime installations it may be necessary to provide a slightly longer length of HDPE pipe when connections are to be made between two fixed points or structures to compensate for contraction of the pipe in a cooler trench bottom. The additional pipe length requirements shall be in accordance with the HDPE pipe manufacturer's instructions.
- E. For cleaning pipe ends, solutions such as detergents and solvents, when required, shall be used in accordance with manufacturer's recommendations.
- F. Do not bend pipe to greater degree than minimum radius recommended by manufacturer for type and grade.
- G. Do not subject pipe to strains that will overstress or buckle pipe or impose excessive stress on joints.
- H. Branch saddle fusions shall be joined in accordance with manufacturer's recommendations and procedures. Branch saddle fusion equipment will be of the size to facilitate saddle fusion within the trench.

- I. Before butt fusing pipe, each length shall be observed for presence of dirt, sand, mud, shavings, and other debris or animals. Remove all materials from the inside of the pipe.
- J. At end of each working day, cover open ends of fused pipe. Cap to prevent entry by animals or debris.
- K. Use compatible fusion techniques when polyethylene pipes of different melt indexes are fused together. Refer to manufacturer's specifications for compatible fusion.

#### 3.05 FLANGE CONNECTIONS

- A. For flanged connections, the Contractor shall wrap and tape the flanges and bolts in 5 mil polyethylene sheeting prior to backfilling to help protect the assembly from corrosion.
- B. Flanges shall be joined with stainless steel studs and nuts. Stud lengths shall accommodate the required distance between flanges including spacers, if necessary.
- C. Tighten flange bolts at uniform rate which will result in uniform gasket compression over entire area of joint. Provide tightening torque in accordance with manufacturer's recommendations. CAUTION: Do not over-torque bolts.
- D. For flanged connections within the limits of refuse, all below grade back-up rings, studs, nuts and wasters shall be thoroughly coated with a rubberized emulsion undercoating spray, or approved substitute.
- E. The Contractor shall wrap and tape the flanges and bolts in 5 mil polyethylene sheeting prior to backfilling.

#### 3.06 FIELD QUALITY CONTROL

- A. Pipe may be rejected for failure to conform to Specifications, or for:
  - 1. Fractures or cracks passing through pipe wall, except single crack not exceeding two (2) inches in length at either end of pipe which could be cut off and discarded. Pipes within one shipment will be rejected if defects exist in more than 5% of shipment or delivery.
  - 2. Cracks sufficient to impair strength, durability, or serviceability of pipe.

- 3. Defects indicating improper proportioning, mixing, and molding.
- 4. Damaged ends, where such damage would prevent making satisfactory joints.
- B. Acceptance of fittings, stubs, or other specifically fabricated pipe sections shall be based on visual observation by the Owner or Engineer at the Project site and documentation that they conform to these Specifications.

#### 3.07 CLEANING

#### A. General Cleaning:

- 1. Clean interior of piping systems thoroughly of foreign matter before installing. Maintain pipe in clean condition during installation.
- 2. Before joining pipe, thoroughly clean and wipe joint contact surfaces and then properly dress and make joint.
- 3. Immediately prior to pressure testing of piping systems, clean and remove grease, dirt or other foreign materials which may have entered the system.
- 4. Upon completion of work and prior to final acceptance, thoroughly clean work installed under these specifications. Clean pipe, valves and fittings of debris which may have accumulated by operation of system, from testing or from other causes.
- 5. All pipe shavings from the heat fusion process must be removed completely from the interior of the pipe prior to pipe being used in the collection system construction.

#### 3.08 TESTING AND INSPECTION

- A. The HDPE laterals and headers shall be subjected to pressure tests as described herein to detect any leaks in the piping. Testing shall be performed below grade (inside the trench). The Contractor shall accept the responsibility for locating, uncovering (if previously backfilled), and repairing any leaks detected during testing.
- B. Polyethylene piping shall be butt welded together into testing segments. Segments shall be connected to a testing apparatus on one end and fitted with fusion-welded caps on all openings.

- C. The segment to be tested shall be allowed time to reach constant and/or ambient temperature before initiating the test.
- D. The test must be performed during a period when the pipe segment will be out of direct sunlight; i.e., early morning, late evening, or cloudy days. This will minimize the pressure changes which will occur during temperature fluctuations.
- E. The test pressure for LFG header pipe and laterals shall be 10 psig with a maximum of 5% loss over a period of one hour. Failing pipe sections will be inspected for any visible leaks and re-tested. Engineer will determine protocol for any additional failures.
- F. Pressure drop during the test shall not exceed five percent of the testing gauge pressure over a period of one hour. The pressure drop shall be corrected for temperature changes before determining pass or failure.
- G. The Engineer shall be notified 1 week prior to commencement of the testing procedure and shall be present during the test.
- H. All equipment for this testing procedure, including an adequately sized air compressor, fittings, caps/pipe plugs, etc. shall be furnished by the Contractor. Other necessary equipment includes a flange adaptor with a steel or brass blind flange. Tapped and threaded into the blind flange will be a temperature gauge 0 to 100 degrees F with 1 degree interval, a pressure gauge with a scale that spans the test pressure range with increments equal to 0.1 percent of the test pressure, an appropriate valve to facilitate an air compressor hose, and a ball valve to release pipe pressure at completion of test. Pipe reducers shall be utilized to adapt test flange to size of pipe being tested.
- I. Contractor shall ensure wellheads are not connected to any pipe undergoing pressure testing. Isolation valves shall not be connected to piping during pressure testing.

#### 3.09 TEST FAILURE

- A. The following steps shall be performed when a pipe segment fails the five percent/one hour test described in the Segment Testing Section.
  - 1. The pipe and all fusions shall be inspected for cracks, pinholes, or perforations.
  - 2. All blocked risers and capped ends shall be inspected for leaks.

- 3. Leaks shall be located and/or verified by applying a soapy water solution and observing soap bubble formation.
- B. All pipe and fused joint leaks shall be repaired by cutting out the leaking area and re-fusing the pipe.
- C. After all leaks are repaired, a retest shall be performed in accordance with Section 3.2.

#### 3.10 TEST REPORTING

- A. Each test (pass or failure) shall be reported in writing on a form approved by the Engineer.
  - 1. If failure occurs, CONTRACTOR shall note the following:
    - a. Location of failure segment.
    - b. Nature of leaks.
    - c. Repairs performed.
    - d. Results of test.

END OF SECTION

#### SECTION 15079 CORRUGATED POLYETHYLENE PIPE

#### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This item shall consist of furnishing, fabricating, and installing corrugated polyethylene pipe of the types, classes, sizes, gauges, and dimensions as shown on the plans, at such places as are designated on the plans and profiles, or by the Engineer, in accordance with these specifications and in conformity with the lines and grades given.
- B. Piping locations include, but may not be limited to:
  - Terrace drains.

#### 1.02 RELATED SECTIONS

- A. Section 02220 Earthwork
- B. Section 02225 Trenching

#### 1.03 SUBMITTALS

- A. The manufacturer's product data shall be submitted in accordance with Section 01300, Contract Administration. Submittals shall be made for each pipe material which will become a permanent part of the Work and shall include all fittings and accessories.
- B. Verify on Shop Drawing dimensions, schedule of pipe, fittings, and miscellaneous appurtenances. When special fittings are necessary, verify locations of items and include complete details.
- C. As Work progresses and again when Work is complete, submit Recorded Drawings of piping systems in project including project items and pre-existing items. Identify complete location, elevation, and description of piping systems. Relate piping systems to identified structures and appurtenances.

#### 1.04 HANDLING, STORAGE, INSPECTION AND PROTECTION

A. Care shall be taken during transport of all pipe to protect pipe from kinks, cuts, end damage, and other defects. Binding and tie down methods shall not damage or deflect pipe in any way. Pipe damaged during shipment shall be rejected.

- B. Pipe shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe. Stacking of any pipe shall be limited to a height that will not cause deformation of the lower layers of pipe under anticipated temperature conditions. When necessary because of ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such widths to prevent deformation of the pipe at the point of contact with the sleeper or between supports. Pipe shall not be removed from storage until bedding or subgrade work is complete and ready to receive the pipe.
- C. Any plastic-type pipe stored on the job site shall be covered with canvas or other opaque material to protect it from sunlight. Air circulation shall be provided under the covering.
- D. All pipe, fittings, and other accessories shall be inspected upon delivery and during the course of the work. Any defective or damaged materials found during field inspection or during tests shall be removed from the site and replaced by, and at the expense of, the Contractor.
- E. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times. Fittings shall be drained and stored in a manner that will protect them from damage by freezing.
- F. Manufacturer's written instructions regarding handling and storage of pipe and fittings shall be adhered to and shall be kept on site for inspection as required.

#### PART 2 PRODUCTS

#### 2.01 GENERAL

- A. Corrugated Polyethylene Pipe and Connections: This pipe and connections shall conform to the requirements of AASHTO M294-98.
- B. Pipes shall be dual-walled pipe, water tight connections and shall have a full circular cross-section, within an outer corrugated pipe wall and a smooth inner liner, ADS N-12 or approved equal. The pipe shall be perforated.
- C. Basic Materials: Pipe and fittings shall conform to the requirements of ASTM D3350, except the carbon black content shall not exceed 5 percent.
- D. Coupling Bands: Flexible pipe shall be firmly joined by coupling bands. These bands shall be not more than two nominal sheet thicknesses lighter than the thickness of the pipe to be connected.
  - 1. Soil/Watertight couplers shall be used to connect individual pipe sections.

- 2. Reinforced couplers shall be used where the possibility of separation is high. These couplers shall be constructed of a heavy cross-laminated polyethylene backing, rubberized mastic sealer, plastic straps with sheathing, and woven polypropylene reinforcing.
- E. Perforations shall be performed in the factory. Field perforations are not authorized.

#### PART 3 EXECUTION

#### 3.01 EQUIPMENT

All equipment necessary and required for the proper construction of piping shall be on the project, in first class working condition. The Contractor shall provide such mechanical tampers as required to obtain the compaction of the pipe bedding and backfill as specified.

#### 3.02 EXCAVATION

The Contractor shall perform all excavation to the depth and/or dimensions shown on the plans with special attention given to avoid damaging the underlying geosynthetic components of the final and temporary final cover system. Any damage to the final and temporary final cover system due to Contractor's action shall be repaired at Contractor's expense. The bedding for the pipe shall be so shaped that at least the lower quarter of the pipe shall be in continuous contact with the bottom of the trench. Bedding shall be as shown on the plans. Installation shall be accordance with ASTM D2321 and manufacturer's recommended guidelines.

#### 3.03 CORRUGATED POLYETHELYNE PIPE INSTALLATION

- A. All pipe shall be laid and maintained straight and true to line in strict conformance with the lines, grades, and elevations indicated on the drawings. Line and grade tolerances, where applicable, shall be in accordance with limits given for specific material. Grade shall be measured at the pipe invert, not at the top of the pipe, due to permissible variations in pipe wall thickness.
- B. The pipe shall be laid with the separate sections joined firmly together with coupling bands with outside laps of circumferential joints pointing upgrade, and with longitudinal laps on the sides. The pipe shall be laid carefully and true to lines and grades on a bed which is uniformly firm throughout its entire length. Any pipe which is not in true alignment, or which shows any undue settlement after laid or is damaged, shall be taken up and relaid or replaced without extra compensation. Pipe shall not be laid on frozen ground.

- C. Trenching, bedding, and backfill shall be in accordance with Section 02220, Earthwork and 02225 Trenching.
- D. During laying operations, do not permit debris, tools, clothing, or similar items to be placed in pipes. Pipe interior shall be free of mud and kept clean at all times.
- E. Pipe ends shall be kept clear and clean and the Contractor shall ensure that inside surfaces are maintained smooth and free from any projections that may interfere with joint assembly or flow through the completed line.
- F. Care shall be exercised when lowering pipe into trenches or on subgrade to prevent damage or twisting of the pipe. After laying and prior to completion of backfill or cover operations, pipe shall be protected from any vehicular traffic.
- G. Remove standing water in trench before installation.
- H. Any irregularities found by the Engineer during this inspection must be corrected before lowering the pipe into the trench. Pipe shall be allowed sufficient time to adjust to trench temperature prior to any testing, segment tie-ins, and/or backfilling.
- I. Prior to final acceptance, completely flush and clean all parts of the system. Flushing water shall be properly disposed. Flushing water shall not be discharged to the leachate aeration/storage basins. The leachate collection and leak detection pumps shall not be used to handle water resulting from flushing operations. Remove all accumulated construction debris, rocks, sand, gravel, and other foreign material.

END OF SECTION

# **APPENDICES**

# APPENDIX A CONSTRUCTION QUALITY ASSURANCE PLAN

#### LEON COUNTY SOLID WASTE MANAGEMENT FACILITY

# CONSTRUCTION QUALITY ASSURANCE (CQA) PLAN

Facility ID Number: NWD/37/00006660

Permit No.: 0009560-013-SO/0009560-016-SC-IM

#### Prepared for:

#### LEON COUNTY BOARD OF COUNTY COMMISSIONERS

7550 Apalachee Parkway Tallahassee, Florida 32301-1860



Presented to:

#### FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

2600 Blair Stone Road, MS #4500 Tallahassee, Florida 32399-2400

*Prepared by:* 

#### LOCKLEAR & ASSOCIATES, INC.

4140 NW 37<sup>th</sup> Place, Suite A Gainesville, Florida 32606 Certificate of Authorization #30066 Project No.: 07000-173-15

Performed under the supervision of:

June 2016

Lisa J. Baker FL PE No.: 74652

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Appendix A Technical Specifications

#### 1.0 Introduction

#### 1.1 General

The Construction Quality Assurance (CQA) Plan and the attached technical specifications contain the requirements for testing materials and monitoring construction of the Leon County Solid Waste Management Facility's closure of Class I Phases IIB, IIC, IID and Class III East, West and South disposal cells, including the responsibilities of CQA personnel, documentation control and reporting procedures. Elements of this CQA plan are based on the U.S. Environmental Protection Agency (EPA) Technical Guidance Document entitled, "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA/530-SW-86-031).

The plan was prepared to provide the Owner, Design Engineer, CQA Engineer, and the Contractor the means to govern the construction quality; to satisfy environmental protection requirements for current solid waste management regulations; and utilize state-of-the-art construction practices and testing procedures to adequately document proposed construction activities. The proposed construction, testing, and documentation procedures are also intended to provide the necessary safeguards and provisions accepted by the Owner upon completion. The roles of each party have been sufficiently defined and the level of responsibility explained. The proposed final cover system will be constructed in accordance with the design, the construction documents, and respective components approved and certified for acceptance.

The CQA Engineer has the primary responsibility of implementing and managing the CQA program described in this plan. When construction is complete, the CQA organization will prepare a construction certification report that will include information generated through the CQA program and will document the extent to which construction was performed in accordance with the contract documents. The CQA Plan is intended to be a supporting document to improve the overall implementation of the work. The Contractor is instructed to bring discrepancies in the contract documents to the attention of the Design Engineer or CQA Engineer for resolution. The Design Engineer has the sole authority to determine resolution of discrepancies existing within the Contract Documents. Unless otherwise determined by the Design Engineer, the more stringent requirement shall be the controlling resolution.

#### 2.0 Definitions

#### **2.1** Construction Quality Control (CQC)

A planned system of inspections that is used to directly monitor and control the quality of a construction project. CQC is normally performed by the geosynthetic installer, or for natural soil materials by the earthwork contractor, and is necessary to achieve quality in the constructed or installed system. CQC refers to measures taken by the installer or contractor to determine compliance with the requirements for materials and workmanship as stated in the plans and Specifications for the project.

#### 2.2 Construction Quality Assurance (CQA)

A planned system of activities that provides the owner and permitting agency quality assurance that the facility was constructed as specified in the design. CQA includes construction observation and monitoring, materials testing, verifications, audits, and evaluations of materials and workmanship necessary to determine and document the quality of the constructed facility. CQA refers to measures taken by the CQA organization to assess if the installer or contractor is in compliance with the plans and Specifications for a project.

#### **2.3** Manufacturing Quality Control (MQC)

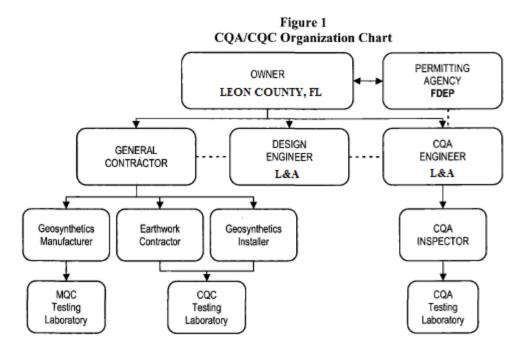
A planned system of inspections that is used to directly monitor and control the manufacture of a material which is factory originated. MQC is normally performed by the manufacturer of geosynthetic materials and is necessary to ensure minimum, maximum or average specified values in the manufactured product. MQC refers to measures taken by the manufacturer to determine compliance with the requirements for materials and workmanship as stated in certification documents and contract plans.

#### **2.4** Manufacturing Quality Assurance (MQA)

A planned system of activities that provides assurance that the materials were constructed as specified in the certification documents and contract plans. MQA includes manufacturing facility inspections, verifications, audits and evaluation of the raw materials and geosynthetic products to assess the quality of the manufactured materials. MQA refers to measures taken by the MQA organization to determine if the manufacturer is in compliance with the product certification and contract plans for a project.

#### 3.0 Responsibility and Authority

The principal parties involved in the CQA and CQC of the facility include the Permitting Agency, Owner, Designer, CQA Consultant, Earthwork Contractor, General Contractor, Soils CQA Laboratory, Geosynthetics Manufacturer, Geosynthetics Installer, and Geosynthetics Laboratory. The general responsibilities of each of these parties is described in the following subsections. The responsibility and/or authority of a given party may be modified or expanded as dictated by specific needs as construction progresses. The following figure provides a breakdown of the parties involved with the project's quality control:



#### **3.1** Permitting Agency

The permitting agency is the Florida Department of Environmental Protection (FDEP). The permitting agency is authorized by law to issue a permit for the construction of a closure for a solid waste disposal facility. It is the responsibility of the permitting agency to review the facility Owner/Operator's permit application, including the site-specific CQA plan, for compliance with the agency's regulations, and to make a decision to issue or deny a permit based on this review. The permitting agency will have the responsibility and authority to review and accept or reject any design revisions or requests for variance that are submitted by the facility Owner/Operator after the permit is issued. The agency also has the responsibility and authority to review all CQA documentation during or after facility construction to confirm that the approved CQA plan was followed and that the facility was constructed as specified.

#### 3.2 Facility Owner / Operator

The facility is owned and operated by the Leon County Board of Commissioners. Operating personnel include Mr. Robert Mills, Jr., Assistant Public Works Director.

The facility Owner/Operator is responsible for the design, construction, and long-term care of the closed landfill facility. This responsibility includes complying with the requirements of the permitting agency in order to obtain a permit and assuring the permitting agency, by the submission of CQA documentation, that the facility was constructed as specified. The Owner/Operator has the authority to select and dismiss organizations charged with design, CQA, and construction activities. The Owner/Operator also has the authority to accept or reject design plans and specifications, CQA plans, reports, and recommendations of the CQA officer, and the materials and workmanship of the Contractor.

#### 3.3 Design Engineer

The Design Engineer, or Engineer of Record, has the primary responsibility to design a solid waste disposal facility closure that fulfills the requirements of the facility Owner/Operator and the permitting agency. The Design Engineer may be requested to change some component designs if unexpected site conditions are encountered or changes in construction methodology occur that could adversely affect facility performance. CQA provides assurance that these unexpected changes or conditions will be detected, documented, and addressed during construction.

Additional responsibility and authority may be delegated to the Design Engineer by the expressed consent (i.e., a contractual agreement) of the facility Owner/Operator. Additional responsibility and authority includes formulating and implementing a site-specific CQA plan, periodically reviewing CQA documentation, modifying construction site activity, and specifying specific corrective measures in cases in which deviation from the specified design or failure to meet design criteria, plans, and specifications is detected by CQA personnel.

#### 3.4 CQA Responsibility

The overall responsibility of the CQA personnel is to perform those activities specified in the CQA plan (e.g., observation, sampling, documentation). At a minimum, CQA personnel will include a CQA officer and the necessary supporting CQA observation personnel. The specific responsibilities and authority of each of these individuals will be defined clearly in the CQA plan and in the associated contractual agreements with the facility Owner/Operator.

- Specific responsibilities of the CQA Officer will include the following:
  - Reviewing design criteria, plans, and specifications for clarity and completeness so that the CQA plan can be implemented.
  - o Educating CQA observation personnel on CQA requirements and procedures.
  - o Scheduling and coordinating CQA observation activities.
- Directing and supporting the CQA observation personnel in performing observations and tests as follows:
  - O Submitting blind samples (knowns, duplicates, and blanks) for analysis by the CQA observation personnel and one or more independent laboratories.

- o Confirming that regular calibration of testing equipment is properly conducted and recorded.
- o Confirming that the testing equipment, personnel, and procedures do not change over time or making sure that any changes do not adversely impact the observation process.
- Confirming that the test data are accurately recorded and maintained (this may involve selecting reported results and backtracking them to the original observation and test data sheets).
- o Verifying that the raw data are properly recorded, validated, reduced, summarized, and interpreted.
- Providing to the facility Owner/Operator reports on the observation results including the following:
  - o Review and interpretation of all data sheets and reports.
  - o Identification of work that the CQA Officer believes should be accepted, rejected, or uncovered for observation, or that may require special testing, observation, or approval.
- Rejection of defective work and verification that corrective measures are implemented.
- Verifying that a Contractor's construction quality control plan is in accordance with the site-specific CQA plan.
- At the Owner/Operator's request, reporting to the Contractor results of all observations and tests as the work progresses and interacting with the Contractor to provide assistance in modifying the materials and work to comply with the specified design.

#### **3.5** General Contractor

It is the responsibility of the Contractor to construct the landfill system in strict accordance with design criteria, Project Plans and Specifications, using the required construction procedures and techniques. The chosen Contractor will be registered in accordance with applicable local, state, and federal requirements and will have prior landfill-related experience.

The Construction Contractor's responsibilities include but are not limited to:

- Constructing the landfill closure system in strict accordance with the contract documents including Project Plans and Specifications using the necessary construction procedures and techniques.
- Contracting with subcontractors, such as manufacturers and specialty installers, and coordinating their activities.
- Supplying required materials and supporting QC documentation either directly or through subcontractors.
- Discussing procedures for locating and protecting construction materials and for implementing methods for preventing damage of the materials from inclement weather or other adverse effects.
- Coordinating activities with the CQA Engineer and CQA Inspector and providing the CQA organization with all necessary documentation as detailed in this plan.
- Updating original construction drawings and specifications to reflect any deviation from the original plans and furnishing as-built record drawings and all required quality control

documentation.

- Planning and monitoring construction site health and safety procedures.
- Approving shop drawings prior to submission to the CQA Engineer.
- Determining and verifying:
  - o field measurement,
  - o field construction criteria,
  - o catalog numbers and similar data, and
  - o conformance to Project Plans and Specifications.
  - Coordinating each submittal with other submittals and with the requirements of work and of the Project Plans and Specifications
  - Notifying the CQA Engineer in writing, at time of submission, of any variance in the submittals from the requirements of the Project Plans and Specifications. Any such deviations permitted by the Design Engineer will require modifications to the Project Plans and Specifications.

#### **3.6** Earthwork Contractor

The Earthwork Contractor is responsible for excavation of soil and placement and compaction of soil and aggregate materials using procedures and equipment necessary to produce the results in conformance with the Contract Documents. The Earthwork Contractor may also be responsible for the preparation and completion of anchor trenches, dewatering, and other site-specific responsibilities as required by the Contract Documents.

#### **3.7** Geosynthetics Manufacturer

The Geosynthetics Manufacturer(s) is responsible for the production of geosynthetics including geomembranes, geotextiles, and geocomposites. The Geosynthetics Manufacturer is responsible for providing adequate documentation regarding the characteristics of the raw material, final product, the testing performed to verify the characteristics and the MQC measures taken during manufacturing.

The Geosynthetics Manufacturer(s) is responsible for the transportation of the geosynthetics from the manufacturing plant to the site. The Geosynthetics Manufacturer(s) is responsible for loading and transporting geosynthetics, and for damage to the geosynthetics which may occur during these operations.

#### **3.8** Geosynthetics Installer

The Geosynthetics Installer is responsible for unloading, field handling, storing, seaming, protection against wind and other aspects of the geosynthetics installation in accordance with this CQA plan and the Specifications.

The Geosynthetics Installer is responsible for the preparation of the panel layout drawing including dimensions and details, and for providing the installation schedule and a list of proposed field personnel and their qualifications. During installation, the Geosynthetics Installer is responsible for providing CQC documentation and subbase acceptance certificates. Upon completion of the installation, the Geosynthetics

Installer shall provide the geomembrane certification, the Manufacturer's warranty, and the installation warranty.

#### **3.9** CQA Geosynthetics Laboratory

The CQA Geosynthetics Laboratory is responsible for performing the laboratory tests on geosynthetic materials as required by the Specifications. The CQA Geosynthetics Laboratory is also responsible for providing documentation of testing equipment used, analytical results and test methods followed. All results should be reported to the CQA Consultant. The CQA Soils Laboratory shall be the responsibility of the Owner or CQA Consultant.

#### **3.10** CQA Soils Laboratory

The CQA Soils Laboratory is responsible for performing the laboratory testing on soils and aggregate required by the technical specifications and for providing documentation of analytical results, test methods followed, and testing equipment used. Work of the CQA Soils Laboratory should be reported to the CQA Consultant. The CQA Soils Laboratory shall be the responsibility of the Owner or CQA Consultant.

#### 4.0 Communications and Project Meetings

Continuous communications between parties involved in the construction and CQA of this project, including the Owner, Geosynthetics Manufacturer, Geosynthetics Installer, Earthwork Contractor, CQA Consultant, Design Engineer, and Permitting Agency, coupled with regularly scheduled meetings are necessary components of this plan. Such communication and meetings are intended to resolve construction quality and design issues as early as possible, to keep all parties informed of schedules, and verifying that the work is proceeding in accordance with Specifications, schedules and this CQA plan. At a minimum there should be a Pre-Construction Meeting, regular Progress Meetings, and Construction Resolution Meetings as needed and as described below:

#### **4.1** <u>Pre-Construction Meeting</u>

The Pre-Construction Meeting shall be held before the start of construction and should be attended by the Owner's representative, Geosynthetics Installer Superintendent, the Engineer, the CQA Consultant, and the Earthwork Contractor and surveyor. Specific topics at this meeting include, but are not limited to:

- Introduction of all personnel and review the responsibilities of each party, establish project communication, and delineate authority.
- Review the time schedule for construction, including material shipment and working hours.
- Review methods for documenting and reporting, and for distributing documents and reports.
- Establish protocols for testing, handling deficiencies, repairs, and retesting.
- Review seam testing and repair procedures, layout and numbering systems for panels and seams.
- Establish rules for writing on the geomembrane, i.e., who is authorized to write, what can be written and in what color.
- Outline procedures for packaging and storing archive samples.
- Establish locations for soil and geosynthetic materials stockpile.
- Review status of required submittals from Geosynthetics Installer and Earthwork Contractor.

The CQA Consultant shall record and distribute the meeting minutes to all parties involved.

#### 4.2 <u>Progress Meetings</u>

Progress Meetings shall be held at a mutually agreed upon day and time and attended by representatives of the Geosynthetics Installer, Earthwork Contractor, CQA Consultant, Owner, and other parties that may be involved in specific activities occurring at that period of time.

Meeting shall be held on a routine basis (i.e. weekly) but may depend on the construction activities, unresolved issues. Meeting minutes shall be prepared by the CQA Consultant and distributed to all parties in attendance in addition to the established distribution list for project communications.

Topics for Progress Meetings shall include, but are not limited to:

- Work progress to date, and scheduled activities for the subsequent week(s).
- Review of construction issues including questions on Specifications, design, materials test results, test failures, retests, procedures, weather conditions, working hours, holidays, communications, minutes from previous meetings, problems and resolutions, documentation, Material Quality Control (MQC) certificates, and other project related topics.

#### 4.3 <u>Problem or Work Deficiency Meetings</u>

In some cases, construction issues or problems arise that demand specific attention outside of the regular Progress Meetings, and may include parties not available at regular Progress Meetings. Such meetings shall be held as necessary to resolve construction problems or issues in a timely manner so that work can proceed. To the extent possible, these meetings shall be scheduled such that the key parties are available. Meeting minutes shall be prepared by the CQA Consultant and distributed to the established distribution list for project communications.

#### 5.0 Earth Material Quality Assurance

#### **5.1** General

This section of the plan describes CQA procedures for earth material (e.g. soil and rock) components of the project.

#### **5.2** Testing Program

The two categories of quality assurance testing covered in this plan include Pre-Construction Testing and Construction Testing. Within these categories, quality assurance testing shall consist of the following:

- Material Evaluation.
- Construction Quality Evaluation.
- Special Testing.

#### **5.3** Material Evaluation

Pre-construction material evaluations shall be performed on samples from potential soil borrow sources to ascertain their acceptability as construction materials. Construction testing shall be performed during the course of the work to verify material compliance with the project Specifications.

Criteria to be used for determination of acceptability of earth materials for use during construction shall be as defined in the project Specifications. All evaluation tests are to be performed in the CQA Soils Laboratory which has been approved for use by the Owner or his representative. Test reports will verify compliance with or state deviation from the applicable ASTM Standards or other accepted standards as outlined in the Specifications. Any testing deviations from requirements of Specifications shall be approved by Engineer prior to performing tests.

Soil materials shall meet or exceed the project Specifications.

#### **5.4** Construction Quality Evaluation

Construction quality evaluation shall be performed on all soil components of the construction. These evaluations shall be performed at the frequencies indicated in the Specifications. Criteria to be used for determination of acceptability of the construction work shall be as identified in the project Specifications.

Construction evaluation testing includes the visual observations of the work, layer bonding, and clod sizes; in-place density/moisture content testing; surveys of as-built conditions and elevations; thickness monitoring; and special testing. Observations of the construction work shall include the following:

- Clod size and other physical properties of the soil during processing, placement and compaction.
- Thickness of lifts as loosely placed and as compacted.

- Action of the compaction equipment on the construction surface (sheepsfoot penetration, pumping, cracking, etc.).
- Procedures used to prevent desiccation of completed lifts and layers.

Determinations of in-place moisture and density shall be performed in accordance with the Specifications.

#### **5.4.1** Deficiencies

If defects are discovered in the earthwork, the extent and nature shall be evaluated by the CQA Consultant. If a defect is indicated by a failing test, the CQA Consultant shall determine the limits of the affected area by additional tests, observations, a review of records, and other means deemed appropriate. If the defect is related to adverse site conditions, the CQA Consultant shall define the limits and nature of the defect.

#### **5.4.2** Notification

The CQA Consultant shall notify the Owner and Earthwork Contractor after determining the nature and extent of the defect. Appropriate retests shall be scheduled by the CQA Consultant when the work deficiency is corrected.

#### **5.4.3** *Repairs and Retesting*

Deficiencies shall be corrected by the Earthwork Contractor to the satisfaction of the CQA Consultant. The CQA Consultant shall also verify that all installation requirements have been met and that all submittals are provided.

#### **5.5** Special Testing

Special testing to determine the acceptability of materials shall be conducted at the direction of the Owner, the Engineer or their representative. Criteria to be used for the determination of acceptability shall be as established by the Owner, the Engineer or their representative.

#### **6.0** Geosynthetic Material Quality Assurance

#### **6.1** Geomembranes

This quality assurance testing program has been established to verify that the specified geomembrane is manufactured, installed and tested according to the project Specifications.

#### **6.1.1** *Manufacturer Quality Control Documentation*

The Geomembrane Manufacturer shall provide documentation and certification that the material meets the requirements outlined in the Specifications and that adequate quality control measures have been implemented during the manufacturing process.

The following should be provided prior to shipment of the geomembrane:

- Value certification including at a minimum, guaranteed values for all geomembrane properties required by the Specifications.
- An inventory list of quantities with descriptions of materials which comprise the geomembrane shipment(s).

The CQA Consultant shall verify that the property values certified by the Geomembrane Manufacturer meet the test methods listed in of the Specifications and required minimum property values.

#### **6.1.2** *Manufacturer's Quality Control Certificate*

Prior to shipment, the Geomembrane Manufacturer shall also provide the CQA Consultant with quality control certificates for the geomembrane, signed by a responsible party employed by the Geomembrane Manufacturer. The Manufacturer shall be required to perform, at a minimum, the tests listed in the Specifications.

The CQA Consultant shall review the certificates and verify that the quality control certificates have been provided at the specified frequencies for all materials and rolls. The CQA Consultant shall also review the quality control certificates and verify that the test methods meet the requirements included in the Specifications and the Manufacturer's guaranteed minimum values which were provided prior to shipment.

#### **6.1.2.1** Delivery and Storage

Upon delivery to the site, visual inspection by the Installer and the CQA Consultant shall be conducted on all rolls for evidence of defects or damage. This inspection shall be done without unrolling the rolls unless damage or defects are detected.

The Installer shall be responsible for the storage of the geomembranes on-site. The storage space shall provide protection from theft, vandalism, and traffic. The storage location shall be such that exposure to environmental factors, construction activities and handling are minimized.

#### **6.1.2.2** Conformance Sampling and Testing

The CQA Consultant shall verify that the required number of conformance test samples are obtained for the geomembrane prior to delivery to the site. These samples shall be sent to the CQA Geosynthetics Laboratory for testing to verify conformance to the values listed in the Specifications. These tests shall be performed and test results reported and reviewed prior to installation. As a minimum, the following properties of the geomembrane shall be performed: (i) thickness, (ii) specific gravity, (iii) tensile properties, (iv) carbon black content, and (v) carbon black dispersion.

Samples shall be selected by the CQA Consultant and shall not include the first complete revolution. The sample shall be full width of the roll and extend minimum four feet along the length of the roll. Samples shall be taken at a rate of one per lot, but at a rate not less than one conformance test per 100,000 square feet or portion thereof.

Prior to the deployment of the geomembrane, the CQA Consultant shall review all conformance test results and report any nonconformance to the Owner. The CQA Consultant shall be responsible for verifying that all the test results meet or exceed the property values listed in the Specifications.

If failing test results may be the result of the sampling process or due to the CQA Geosynthetics Laboratory incorrectly conducting the test, the Manufacturer may request a retest to be conducted at the CQA Geosynthetics Laboratory in the presence of a representative of the Manufacturer.

All material from a lot represented by a failing test result shall be rejected, or additional conformance test samples may be taken to isolate the portion of the lot not meeting Specifications (this procedure is valid only when rolls in a lot are consecutively produced and numbered from one manufacturing line). Additional samples shall be taken from rolls on either side of the failing roll, until passing test results are achieved, to establish the range of failure within the lot. All rolls lying within this range of failure shall be rejected.

#### **6.1.3** *Subgrade Preparation and Acceptance*

The Earthwork Contractor shall be responsible for preparing the subgrade upon which the geomembrane will be placed according to the Specifications.

Prior to acceptance, the CQA Consultant shall verify that:

- A qualified land surveyor has verified all lines and grades.
- The supporting soil meets the density and moisture Specifications, and provides a firm, unyielding foundation.
- The surface to be lined is relatively smooth and free of stones, protrusions, irregularities, roots, loose soil, abrupt changes in grade, large desiccation cracks, or other conditions that may puncture or abrade the geomembrane.
- There is no standing water or areas excessively softened by high moisture content.
- All subgrade density, moisture content, or other tests have been completed and meet Specification requirements, and that no other tests are necessary.

The Installer shall certify, in writing, that the surface on which the geomembrane will be installed is acceptable. A Certificate of Acceptance shall be given by the Installer to the CQA Consultant prior to commencement of geomembrane installation in the area under consideration and a copy of this certificate provided to the Owner.

After the supporting soil has been accepted by the Installer, it shall be the Installer's responsibility to indicate to the CQA Consultant any change in the supporting soil condition that may require correction. If the CQA Consultant concurs with the Installer, then the Owner shall ensure that the supporting soil is repaired.

#### **6.1.4** Subgrade Repair

At any time during the geomembrane installation, the CQA Consultant shall indicate to the Installer and Owner locations which may not provide adequate support to the geomembrane so the areas in question can be tested and, if necessary, repaired.

#### **6.1.5** Anchor Trenches

The CQA Consultant shall verify that the anchor trench has been constructed according to design Drawings and Specifications.

Rounded or smoothed comers shall be provided where the geomembrane enters the trench so as to avoid sharp bends in the geomembrane. No loose or excessively wet soil shall be allowed to underlie the geomembrane in the anchor trench.

The anchor trench shall be adequately drained to prevent ponding or otherwise softening of the adjacent soils while the trench is open. The anchor trench shall be carefully backfilled and compacted by the Earthwork Contractor or the Installer, as outlined in the Specifications. Care shall be taken when backfilling the trenches to prevent bridging of the geomembrane or damage.

#### **6.1.6** Field Panel Identification

The CQA Consultant shall verify that each field panel is given a unique identification code (number or letter-numbered) consistent with the layout plan. This identification code shall be agreed upon by the Installer and CQA Consultant. The CQA Consultant and Installer shall establish a table or chart showing correspondence between roll numbers and field panel identification codes. The field panel identification code shall be used for all quality assurance documentation.

The CQA Consultant shall verify that field panels are installed at the location indicated in the Installer's layout plan, as approved or modified, and that the Installer has marked the identification code and roll number on each installed panel. The Installer and CQA Consultant shall also verify that the condition of the supporting soil has not changed detrimentally during installation. The CQA Consultant shall record the identification code, location, and date of installation of each field panel.

#### **6.1.7** Field Panel Placement and Deployment

Geomembrane panel placement shall not be done during any precipitation, in the presence of excessive moisture (e.g., fog, dew), in areas of ponded water, or in the presence of strong winds. Manufacturer's recommendations or the Specifications should be followed, whichever is more stringent, for extreme ambient temperature conditions.

Panels shall be oriented according to the Installer's panel layout drawing as approved by the CQA Consultant and Owner. Seams shall be located outside of areas of potential high stress conditions, at slope intersections and comers, or other areas considered critical. To the maximum extent possible, orient seams parallel to line of slope, i.e., down and not across slope. The CQA Consultant shall review the seam orientations prior to seaming operations to determine if these conditions are satisfied.

The CQA Consultant shall verify that the geomembrane handling equipment used does not pose risk of damage to the geomembrane or subgrade, and that the Installer's personnel take care in handling the geomembrane at all times.

Contact between the soil liner and the geomembrane shall be maintained in all areas. The Installer shall take into account ambient temperature and its effect on the thermal expansion and contraction of the geomembrane. The geomembrane materials shall be deployed in a manner which minimizes wrinkling. Partial backfilling of anchor trenches, adequate loading of the toe of slope during lower ambient temperatures is recommended to prevent displacement by bridging.

The CQA Consultant shall also verify and notify the Owner that:

- Equipment used does not damage the geomembrane during trafficking, handling, excessive heat or other means.
- The method of deploying the geomembrane does not cause excessive scratches or crimps in the

geomembrane, and does not damage the approved subgrade surface.

- Personnel working on the geomembrane do not smoke or wear damaging shoes.
- The geomembrane is protected by appropriate means in areas of excessive traffic.
- Adequate ballast (e.g., sand bags) has been placed to prevent wind uplift and is not likely to damage the geomembrane. At a minimum continuous loading is recommended along edges of panels in high winds, or when work is terminated for several days or longer periods.

The CQA Consultant shall visually inspect each panel for defects or damage after placement and prior to seaming. Damaged panels or portions of damaged panels shall be marked and repaired, or removed from the work area. Repairs shall be made according to procedures described in the Specifications.

#### **6.1.8** Field Seaming

#### **6.1.8.1** Personnel Requirement

The Installer shall be prequalified in accordance with the Specifications and approved by the Owner.

The Installer's Superintendent shall be qualified based on previously demonstrated experience, management ability, and authority. The Superintendent is responsible for the Installer's field crew and will represent the Installer at all project meetings.

#### **6.1.8.2** Seam Layout

Prior to the installation of geomembrane, the Installer shall provide the Owner and CQA Consultant with a panel layout drawing showing all expected major panel seams. The Owner or Owner's representative shall approve in writing the panel layout drawing.

#### **6.1.8.3** Seaming Methods

Accepted seaming methods consist of those recommended by the Manufacturer of the geomembrane product, and which will result in seams that meet testing requirements as indicated in the Specifications for both destructive and non-destructive samples.

For polyethylene geomembranes, the accepted methods include extrusion and fusion-welding.

Proposed alternate methods shall be documented by the Installer and CQA Consultant. The CQA Consultant shall review all documentation regarding alternative seaming methods to be used. The Owner, Owner's representative, or Engineer shall approve in writing any alternative seaming methods.

Fusion-welding apparatus shall be an automated, roller-mounted device. The fusion-welding apparatus

shall be equipped with gauges indicating the applicable temperatures and pressures. The CQA Consultant shall log ambient, seaming apparatus, and geomembrane surface temperatures as well as seaming apparatus pressures.

Extrusion-welding apparatus shall be equipped with gauges indicating the temperature in the apparatus and at the nozzle.

The Installer shall provide documentation regarding the extrudate to the CQA Consultant, and shall certify that the extrudate is compatible with the Specifications and is comprised of the same resin as the geomembrane sheeting.

The CQA Consultant shall log apparatus temperatures, extrudate temperatures, ambient temperatures, and geomembrane surface temperatures at appropriate intervals.

#### **6.1.8.4** Seam Preparation

The CQA Consultant shall verify that:

Seams are aligned with the fewest possible number of wrinkles and "fishmouths".

Prior to seaming, the seam area is clean and free of moisture, dust, dirt, debris of any kind, and foreign material.

- If seam overlap grinding is required, the process is completed according to the Manufacturer's instructions within one hour of the seaming operation, and does not damage the geomembrane.
- For cross seams, the edge of the cross seam is ground to a smooth incline (top and bottom) prior to welding.
- A smooth insulating plate or fabric is placed beneath the hot welding apparatus after usage.
- The geomembrane is protected from damage in heavily trafficked areas.
- A movable protective layer (i.e., plywood, geomembrane) may be used as necessary directly below
  each overlap of geomembrane that is to be seamed to prevent buildup of moisture between the
  sheets.
- The panels of geomembrane have a sufficient finished overlap to allow peel tests to be performed on the seam. A 6-inch overlap is commonly recommended for extrusion welding and 4 -inch overlap is commonly recommended for fusion welding.
- The procedure used to temporarily bond adjacent panels together does not damage the geomembrane.

#### **6.1.8.5** Weather Conditions for Seaming

The Installer and CQA Consultant shall observe weather conditions during seaming operations to determine if excessive temperatures, moisture or humidity, or winds exist that could impact the welding process. Manufacturer's recommendations shall be followed for seaming under extreme weather

conditions, unless otherwise approved by the Owner and CQA Consultant based on the Installer's experience and recommendations.

As indicated in the Specifications, welding shall not occur when ambient air temperatures measured one-foot above the geomembrane are below 32-degrees F or above 104-degrees F and as noted in the Specifications. Preheating of the seams may be used if trial seams have been performed using the same preheating method(s) and meet all criteria for acceptance. Wind conditions shall also be considered in determination of acceptable ambient conditions.

#### **6.1.8.6** General Seaming Procedures

During seaming, the CQA Consultant shall verify the following conditions:

- Seaming shall extend to the outside edge of panels placed within the anchor trench.
- A firm substrate shall be provided using a flat board or similar hard surface directly under the seam overlap to achieve proper support, if necessary.
- "Fishmouths" or wrinkles at the seam overlap shall be cut along the ridge in order to achieve a flat overlap. The cut "fishmouth" or wrinkle shall be seamed and any portion where the overlap is inadequate shall be patched with an oval or round geomembrane patch that extends a minimum of 6 inches beyond the cut in all directions.
- Adequate lighting shall be provided if seaming operations are performed at night or during periods of diminished natural light.
- Startup testing is conducted and recorded prior to initiating welding.

#### **6.1.9** *Seam Testing*

#### **6.1.9.1** Nondestructive Testing of Field Seams

The Installer shall nondestructively test all field seams over their full length using a vacuum test unit, air pressure test (double fusion seams only), or other approved method. The purpose of this testing is to determine the continuity of the seams only. Nondestructive testing shall be performed as work progresses, not at completion.

The CQA Consultant shall observe nondestructive testing procedures and inform the Installer and Owner of required repairs. The CQA Consultant shall record the location, date, name, and outcome of all testing.

The Installer shall complete required repairs in accordance with the Specifications. The CQA Consultant shall observe the repair and testing of the repair, document the repair and test results, and mark on the geomembrane that the repair has been completed. All repairs shall be shown on the record Drawings, and noted in repair logs and on daily reports.

Vacuum testing equipment and methods are discussed in the Specifications.

Air pressure testing procedures are applicable to fusion-welding that produces a double seam with an enclosed air channel. The equipment and methods are discussed in the Specifications.

#### **6.1.9.2** Destructive Testing

Destructive seam tests shall be performed on seam samples cut from the geomembrane locations selected by the CQA Consultant. Seam strength testing shall be done as the seaming work progresses, not at the completion of all field seaming.

The CQA Consultant shall select locations where seam samples will be cut by the installer for laboratory testing. Those locations shall be established as follows:

- A minimum average frequency of one test location per 500 feet of seam length.
- At locations where the CQA Consultant suspects that inadequate seaming methods or conditions occurred or other factors causing to reduce seam strength exist.

The Installer shall not be informed in advance of the locations where the destructive seam samples will be taken.

#### **6.1.9.3** Sampling Procedures

Samples shall be cut by the Installer at locations selected by the CQA Consultant as the seaming progresses, such that laboratory test results are available before the geomembrane is covered by another material.

The CQA Consultant shall observe the sample cutting, assign a number to each sample, and mark it accordingly, and record the sample location on the layout drawing.

All holes in the geomembrane resulting from destructive seam sampling shall be immediately repaired in accordance with specified repair procedures. The continuity of the new seams in the repaired area shall be non-destructively tested according to procedures described herein.

The sample for laboratory testing shall be 12 inches wide across the seam by 42 inches long with the seam centered lengthwise. The sample shall be cut into three segments and distributed as follows:

- 12 inches x 14 inches to the Installer for laboratory testing.
- 12 inches x 14 inches to the CQA Geosynthetics Laboratory for testing.
- 12 inches x 14 inches to the Owner for archive storage.

The CQA Consultant is responsible for packaging and shipping samples to the CQA Geosynthetics Laboratory in a manner which will not damage the samples.

#### **6.1.9.4** CQA Geosynthetics Laboratory

Testing shall include ASTM D 4437 "Practice for Determining the Integrity of Field Seams Used in Joining Polymer Sheet Membranes". The minimum acceptable values to be obtained in these tests are those indicated in the Specifications. At least five specimens shall be tested for each test method. Specimens shall be selected from the samples and tested alternately (i.e., peel, shear, peel, shear, etc.). For double wedge welds, both inner and outer seams shall be tested and determined to be acceptable.

The CQA Geosynthetics Laboratory shall provide verbal test results no more than 24 hours after they receive the samples. The CQA Consultant shall review laboratory test results as soon as they become available, and make appropriate recommendations to the Installer.

#### **6.1.9.5** Procedures for Destructive Test Failures

Acceptable seams must be bounded by two locations from which samples passing laboratory destructive tests have been taken. In cases exceeding 150 feet (50 m) of reconstructed seam, a sample taken from the zone in which the seam has been reconstructed must pass destructive testing.

The procedures outlined in the Specifications shall apply whenever a sample fails a destructive test, whether that test is conducted by the CQA Consultant, the Installer, the Contractor's independent CQC laboratory, or by field tensiometer.

The CQA Consultant shall document all actions taken in conjunction with destructive test failures.

#### **6.1.10** *Defects, Repairs and Wrinkles*

The entire geomembrane, including seams, shall be visually examined by the CQA Consultant for identification of visual defects, holes, blisters, undispersed raw materials and signs of contamination by foreign matter. The surface of the geomembrane shall be clean at the time of examination. The geomembrane surface shall be swept or washed by the Installer if dust, mud or other matter inhibits examination. Areas having defects and/or requiring repairs shall be repaired.

Work shall not proceed with any materials which will cover locations which have been repaired until the CQA Consultant has re-examined the repaired area and applicable laboratory test results with passing values are available.

Panels or portions of panels which are, in the opinion of the CQA Consultant, damaged beyond repair shall be removed from the site and replaced. Damage, which in the CQA Consultant's opinion, can be

repaired may be repaired or replaced.

Any portion of the geomembrane exhibiting a flaw or failing a destructive or nondestructive test shall be repaired. Several procedures exist for the repair of these areas. The final decision as to the appropriate repair procedure shall be agreed upon between the CQA Representative, Installer, and Designer.

Each repair shall be numbered and logged. Each repair shall be non-destructively tested using the methods described in the Specifications as appropriate. Repairs which pass the nondestructive test shall be taken as an indication of an adequate repair. Large caps may be of sufficient extent to require destructive test sampling, at the discretion of the CQA Consultant. In the case of failed tests, the repair shall be redone and retested until a passing test results. The CQA Consultant shall observe repairs and non-destructive testing of repairs, note on the membrane that it has been repaired, and document each repair thoroughly.

When seaming of the geomembrane is completed (or when seaming of a large area of the geomembrane is completed) and prior to placing overlying materials, the CQA Consultant shall indicate which wrinkles should be cut and re-seamed by the Installer. Wrinkle size shall be evaluated during the time of day and under conditions similar to those expected when overlying protective cover/drainage layer material is to be placed. All wrinkles higher than they are wide (across their base) or more than 6 inches high shall be removed by repair methods and retested.

#### **6.2** Geotextiles

This quality assurance testing program has been established to verify that specified geotextiles are manufactured, installed and tested according to project Specifications.

#### **6.2.1** *Manufacturer Quality Control Documentation*

The Geotextile Manufacturer shall provide the CQA Consultant with the following information prior to the installation of the geotextile:

- A list of materials which comprise the geotextile and a Specification for the geotextile which
  includes all properties contained in the project Specifications measured using the appropriate test
  methods.
- Written certification that the minimum average roll values given in the Specification are guaranteed by the Manufacturer.
- Written certification that the Manufacturer has continuously inspected the geotextile for the presence of needles and found the geotextile to be needle free.
- Quality control certifications, which shall include roll identification numbers, sampling procedures, and quality control test results signed by a responsible party employed by the Manufacturer. At a minimum, results shall be given for:
  - 1. Mass per unit area, oz/yd² (ASTM D 5261)

- 2. Apparent Opening Size, US sieve (ASTM D 4751)
- 3. Flow Rate, gpm/ft<sup>2</sup> (ASTM D 4491)
- 4. Puncture Strength, lb (ASTM D 4833)
- 5. Trapezoidal Tear Strength, lb (ASTM D 4533)
- 6. Grab Tensile, lb (ASTM D 4632)

Results of quality control tests conducted by the Manufacturer to verify the geotextile meets the project Specifications.

Quality control tests shall be performed in accordance with test methods and frequencies required by the project Specifications.

All rolls of geotextile shall be identified by the Manufacturer with the following:

- Manufacturer's Name.
- Roll Number.
- Product Identification.
- Roll Dimensions.

The CQA Consultant shall review these documents to verify that:

- Property values certified by the Manufacturer meet all Specifications listed in the Specifications.
- The Manufacturer's measurements of properties are properly documented and test methods used acceptable.
- Rolls are properly labeled.
- Project Specifications shall be met with the certified minimum average roll properties.
- Quality control certificates have been provided at the specified frequency for all rolls.

Any discrepancies shall be reported to the Owner and Manufacturer.

#### **6.2.2** *Conformance Sampling and Testing*

The CQA Consultant shall verify that the required number of conformance test samples are obtained for the geotextile prior to delivery to the site. At a minimum, geotextile conformance tests performed are as follows:

- Mass per unit area, oz/yd² (ASTM D 5261)
- Apparent Opening Size, US sieve (ASTM D 4751)
- Flow Rate, gpm/ft<sup>2</sup> (ASTM D 4491)
- Grab Tensile, lb (ASTM D 4632)
- Trapezoidal Tear Strength, lb (ASTM D 4533)

• Puncture Strength, lb (ASTM D 4833)

The CQA Consultant shall select the rolls to be tested. Samples shall be full width of the roll and extend minimum three feet along length of the roll, and shall not include the first complete revolution of the roll. Samples shall not include any portion of a roll which has been subjected to excess pressure or stretching. All lots of material and the particular test sample that represents each lot shall be defined before the samples are taken.

Samples shall be taken at a rate of one per lot, but not less than one conformance test per 100,000 square feet of geotextile or portion thereof.

The CQA Consultant shall review all conformance test results and accept or reject the roll prior to deployment. All nonconforming test results shall be reported to the Owner and Installer. The CQA Consultant is responsible for reviewing test results to verify that the property values meet or exceed values listed in the project Specifications.

If any failing test results may be the result of the CQA Geosynthetics Laboratory incorrectly conducting the test, the Manufacturer may request a retest to be conducted at the CQA Geosynthetics Laboratory in the presence of a representative of the Manufacturer.

All material from a lot represented by a failing test should be rejected or additional conformance test samples may be taken to isolate the portion of the lot not meeting Specifications. (This procedure is only valid when rolls in a lot are consecutively produced and numbered from one manufacturing line). Additional samples shall be taken from rolls either side of the failing roll, until passing test results are achieved, to establish the range of failure within the lot. All rolls lying within this range of failure shall be rejected.

#### **6.2.3** *Geotextile Storage, Handling and Placement*

Geotextile shall be protected from ultraviolet light exposure, precipitation, mud, puncture, cutting, or other deleterious conditions during shipment, handling and storage. Geotextile rolls shall be shipped and stored in relatively opaque and watertight wrapping which shall be removed shortly before deployment.

The Installer shall handle all geotextile in such a manner as to minimize damage, and the following shall be complied with:

- All deployed geotextile shall be stabilized with sandbags or the equivalent ballast in the presence of wind. Such sandbags shall remain until replaced with cover material.
- The entire surface of the geotextile shall be visually inspected to ensure that no potentially harmful foreign objects are present.
- On slopes, the geotextiles shall be securely anchored in the anchor trench and rolled down the slope in such a manner as to continually keep the geotextile sheet in tension.

- Geotextiles shall be cut using an approved geotextile cutter only. If in place, special care must be taken to protect other materials from damage which could be caused by the cutting of the geotextiles.
- The Installer shall take any necessary precautions to prevent damage to underlying layers during placement of the geotextile.
- Care shall be taken not to entrap stones, excessive dust, or moisture within the geotextile that could damage the geomembrane, result in clogging of drains or filters, or hamper subsequent seaming.
- After installation, a visual examination of the geotextile shall be carried out over the entire surface, to verify that no potentially harmful foreign objects, such as needles or staples, are present.

#### **6.2.4** *Seaming Procedures*

Geotextile shall be overlapped in accordance with the requirements of the Specifications. To the maximum extent possible, orient seams parallel to line of slope, i.e., down and not across slope.

Sewing shall be done using polymeric thread with chemical or ultraviolet light resistant properties equal to or greater than those of the geotextile.

#### **6.2.5** *Defects and Repairs*

Holes or tears in the geotextile shall be repaired with a patch of the same geotextile double-sewn or heat-tacked into place. Repairs occurring on slopes steeper than 1H: 1V shall be double-sewn in place. Should any tear exceed ten percent of the width of the roll, that roll shall be removed and replaced. Soil or other material which may have penetrated the tom geotextile shall be removed.

The CQA Consultant shall observe any repairs and report any noncompliance to the Owner.

#### **6.2.6** Placement of Soil Materials

The Earthwork Contractor or Installer shall place all soil materials on top of a geotextile in such a manner as to minimize:

- Damage to the geotextile.
- Slippage of the geotextile on underlying layers.
- Excess tensile stresses in the geotextile.

Any noncompliance shall be noted by the CQA Consultant and reported to the Installer and Owner.

#### 6.3 Geocomposites

#### **6.3.1** *Manufacturer Quality Control Documentation*

This quality assurance testing program has been established to verify that specified geocomposites are manufactured, installed and tested according to Specifications.

The geocomposite manufacturer shall provide the CQA Consultant with a list of guaranteed properties that meet or exceed the requirements of the Specifications, with a written certification signed by an officer or the Quality Control Manager that the geocomposites delivered have properties which meet or exceed the specified properties.

The CQA Consultant shall examine all manufacturer's certifications to verify that the property values listed on the certifications meet or exceed those specified. Any deviations shall be reported to the Owner and Manufacturer.

The geocomposite manufacturer shall identify all rolls of geocomposites with the following:

- Manufacturer's name.
- Product identification.
- Lot number.
- Roll number.
- Roll dimensions.

The CQA Consultant shall examine rolls upon delivery and any deviation from the above requirements shall be reported to the Owner and Manufacturer.

#### **6.3.2** *Shipment and Storage*

Geocomposite cleanliness is essential to their performance and geocomposite rolls should be wrapped in polyethylene sheets or otherwise protected against dust and dirt during shipping and storage. The wrapping should be removed less than 1 hour before placement. The CQA Consultant shall verify that geocomposites are free of dirt and dust just before installation and report the outcome of this verification to the Owner. If the geocomposites are judged dirty or dusty, they shall be washed by the Installer prior to installation. Washing operations shall be observed by the CQA Consultant.

#### **6.3.3** *Conformance Sampling and Testing*

Upon delivery of the rolls of geocomposites, or prior to shipment to the jobsite, the CQA Consultant shall verify that samples are removed and forwarded to the CQA Geosynthetics Laboratory for testing. The Laboratory tests and sampling frequency have been indicated in the Specifications.

Samples shall be taken across the entire width of the roll and shall not include the first complete revolution of the roll. Unless otherwise specified, samples shall be full width of the roll and extend minimum 3 feet along length of the roll. The CQA Consultant shall mark the machine direction on the samples with an arrow.

Samples shall be taken at a minimum frequency of one sample per 100,000 square feet with a minimum of one sample per lot. If CONTRACTOR ships geocomposite that requires sampling and testing at a frequency greater than one per 90,000 square feet, then CONTRACTOR shall pay for the additional CQA sampling and testing beyond one per 90,000 square feet.

The CQA Consultant shall examine all results from laboratory conformance testing and shall report any nonconformance to the Owner.

#### **6.3.4** Handling and Placement

The Installer shall handle all geocomposites in such a manner as to minimize damage to the geocomposites. The following shall be complied with:

- During placement of geocomposites, care shall be taken not to entrap any dirt or excessive dust in the geocomposite that could cause clogging of the drainage system, and/or stones that could damage the adjacent geomembrane. If dirt or excessive dust is entrapped in the geocomposite, it should be hosed clean prior to placement of the next material on top of it.
- On slopes, the geocomposites shall be secured in the anchor trench and the material rolled down the slope in such a manner as to continually keep the geocomposite sheet in tension. If necessary, the geocomposite shall be positioned by hand after being unrolled to minimize wrinkles. Geocomposites can be placed in the horizontal direction (i.e., across the slope) in some special locations (e.g., at the toe of a slope, if an extra layer of geocomposite is required, this extra layer of geocomposite can be placed in the horizontal direction). Such locations shall be identified by the Designer in the design Drawings.
- In the presence of wind, all geocomposites shall be ballasted with sandbags or the equivalent. Such sandbags shall be placed during placement of the geocomposites and shall remain until replaced with cover material.
- The Installer shall take necessary precautions to prevent damage to underlying layers during placement of the geocomposite.

The CQA Consultant shall note any noncompliance and report it to the Owner.

#### **6.3.5** *Repair*

Holes or tears in the geocomposite shall be repaired by placing a patch extending 2 feet beyond the edges of the hole or tear. The patch shall be secured to the original geocomposite by spot welding or tying every 6 inches.

#### 7.0 Documentation

The documents outlined below describe the various elements of CQA observation, reporting, and final completion documentation. Each of the presented items is essential to document that the completed facility has been constructed to meet or exceed design criteria, plans, and specification.

The CQA Consultant shall maintain at the site a complete file of design plans, project Specifications, test procedures, daily logs, and other pertinent documents.

#### 7.1 Daily Reports

The standard daily report from the CQA Consultant will include a work summary with supporting observation/documentation sheets that are completed daily during construction. Items included are as follows:

- Unique document number.
- Date, project name, location, and other identification.
- Reports on any meetings held and their results.
- Activities and locations of construction under way during the time frame of the daily summary report.
- Equipment and personnel involved in construction activities including subcontractors.
- Descriptions of areas of work being inspected and documented.
- Description of off-site materials received, including any quality verification (vendor certification) documentation.
- Calibrations or recalibrations of test equipment, including actions taken as a result of recalibration.
- Decisions made regarding approval of material and/or corrective actions to be taken in instances of substandard quality.
- A summary of field/laboratory test results or reference to specific observation logs and/or test
- Signature of the CQA Consultant.

#### **7.2** Observation Data and Testing Reports

The observation data sheets record the observations of field and laboratory test data. The formats range from reports, charts, graphs, notes, sketches, and photographs. At a minimum, items included are as follows:

- Unique identifying sheet number for cross-reference and document control.
- Description or title of the observation activity.
- Location of the observation activity or location from which the sample increment was obtained.
- Type of observation activity; procedure used (reference to standard method when appropriate).
- Recorded observation or test data, with all necessary calculations.
- Results of the observation activity; comparison with specification requirements.
- Personnel involved in the observation activity.

- Signature of the appropriate testing laboratory personnel.
- Signature of the CQA Consultant.

Reports describing problem identification, corrective measures reports or special construction situations shall be prepared by the CQA Consultant and cross-referenced to specific observation and testing reports. These reports shall include the following information:

- An identifying sheet number for cross-referencing and document control.
- A detailed description of the situation or deficiency.
- The location and probable cause of the situation or deficiency.
- How and when the situation or deficiency was found or located.
- Documentation of the response to the situation or deficiency.
- Final results of any responses.
- Any measures taken to prevent a similar situation from occurring in the future.
- The signature of the CQA Consultant and the signature of the Owner or Owner's representative indicating concurrence.

The Owner shall be made aware of any significant recurring nonconformance with the project specifications. The Owner shall then determine the cause of the nonconformance and recommend appropriate changes in procedures or specifications. These changes will be submitted to the Design Engineer for approval. When this type of evaluation is made, the results shall be documented, and any revision to procedures or project specifications will be approved by the Owner, Design Engineer, and, if necessary, the Permitting Agency.

#### 7.3 Photo Documentation and Reporting Data Sheets

Photo documentation and reporting data sheets shall be cross-referenced with observation and test reports and/or problem identification and corrective measure reports.

These photographs will serve as a pictorial record of work progress, problems, and mitigation activities. The basic file shall contain color prints; digital files shall be stored on CD or flash drive in a separate file in chronological order. These records will be presented to the Owner upon completion of the project.

In support of photographic documentation, videotaping may be used to record work progress, problems, and mitigation activities.

#### 7.4 <u>Design And/Or Specification Changes</u>

Design and/or project Specification changes may be required during construction. In such cases, the CQA Consultant shall notify the Owner and the Design Engineer. The Owner shall notify the Permitting Agency (DEP) of all design and/or project specification changes proposed during construction, prior to implementation.

Design and/or project Specification changes shall be made only with the written agreement of the Owner and the Design Engineer, and shall take the form of an Addendum to the project Specifications.

#### 7.5 <u>Progress Reports</u>

The CQA Consultant shall prepare a progress report at time intervals established at the Preconstruction meeting and submit to the Owner. At a minimum, this report shall include the following information:

- An identifying sheet numbered for cross referencing and document control.
- Date, project name, location, and other identification.
- A summary of work activities during the progress reporting period.
- A summary of construction situations, deficiencies, and/or defects occurring during the progress reporting period.
- A summary of test results, failures, and retests.
- The signature of the CQA Consultant.

The Owner shall distribute copies of the Progress Reports to the Permitting Agency and, upon request, Geosynthetics Installer and Earthwork Contractor or as decided at the Pre-construction Meeting.

#### **7.6** As-Built Drawings

As-Built Drawings shall include, but are not limited to the following:

- Scale plans depicting the location of construction.
- Details pertaining to the extent of construction (e.g., depths, plan dimensions, elevations, soil component thicknesses, over excavation, etc.).
- Grid to confirm elevation of waste, top of grading layer, and top of protective soil.
- Base maps required for the development of the record plans shall be done by a qualified land surveyor.
- Each layer of geomembrane identifying panels with appropriate numbers, destructive seam samples locations, patches, and repairs locations.
- Pipe, swale, and ditch inverts.
- Tolerances.
- Pertinent details.
- Changes from the construction Drawings.

#### **7.7** Final Documentation Report And Certification

At the completion of the work, the CQA Consultant shall submit to the Owner the signed Final Documentation Report. At a minimum, the Final Documentation Report shall include:

- Summaries of all construction activities.
- Observation logs and test data sheets including sample location plans and supporting field and laboratory test results.
- Construction problems and solutions reports.
- Changes from design and material specifications.
- As-Built Drawings.
- FDEP Form 62-701.900(2) sealed and signed by a professional engineer registered in Florida that the construction has been completed in substantial conformance with project Specifications, design plans, and any deviations from plans and applications approved by the Department.

## APPENDIX B FDEP SOLID WASTE PERMIT

# APPENDIX C LEON COUNTY ENVIRONMENTAL MANAGEMENT PERMIT

# Exhibit A - Final Plans & Technical Specifications

# age 295 of 43

## LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

#### ENVIRONMENTAL MANAGEMENT PERMIT

PERMIT EXPIRES: 11/10/2019 SPEAK TO AN ENVIRONMENTAL INSPECTOR, CALL (850) 606-1300.

Printed By: BOGGSK

PERMIT EXPIRES THIRTY-SIX (36) MONTHS FROM ISSUANCE PER ARTICLE 5, SECTION 7-41(4)(A)(I), ENVIRONMENTAL MANAGEMENT ACT

PERMIT #: LEM1600045

PROJECT NAME: LEON COUNTY LANDFILL CLOSEOUT

Location: 7550 APPALACHEE PKWY

PERMITTEE: MAGNOLIA ENGINEERING LLC

DATE ISSUED: 11/10/2016

PARCEL TAX ID#: 32-04-20-851-0000

#### FEE INFORMATION:

Short Form A Non Res:	\$0.00
Short Form B High:	\$0.00
Short Form B Low:	\$4,228.00
Standard Form:	\$0.00
Tree:	\$0.00
Landscape:	\$0.00
App/Resubmittal:	\$0.00
General Utility:	\$0.00
Discovery After the Fact:	\$0.00
TOTAL FEES:	\$4,228.00
TOTAL PAYMENTS:	\$4,228.00
BALANCE:	\$0.00



John P. Kraynak, Director Environmental Services Division

ACCEPTANCE OF THIS PERMIT ACKNOWLEDGES PERMISSION FOR LEON COUNTY PERSONNEL TO INSPECT AT REASONABLE TIMES THE PROPERTY AND WORK ASCRIBED IN THIS PERMIT. FAILURE TO POST THE PERMIT PLACARD IN A CONSPICUOUS PLACE ON-SITE OR FAILURE TO HAVE THE APPROVED PERMIT AND PLANS AVAILABLE ON-SITE MAY RESULT IN THE

IMMEIDATE ISSUANCE OF A STOP WORK ORDER.

#### LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

## PERMIT EXPIRES: 06/09/2020

TO SPEAK TO AN ENVIRONMENTAL INSPECTOR, CALL (850) 606-1300.

PERMIT EXPIRES THIRTY-SIX (36) MONTHS FROM ISSUANCE PER ARTICLE 5, SECTION 7-41(4)(A)(1), ENVIRONMENTAL MANAGEMENT ACT

PERMIT #:LEM1700038

PROJECT NAME: F.A.ASH BORROW PIT

Location: 10600 F.A.ASH WAY

PERMITTEE: LEON COUNTY DATE ISSUED: 06/09/2017

PARCEL TAX ID#:32-23-20-006-0000

#### FEE INFORMATION:

Short Form A Non Res: Short Form B High:

Short Form B Low: \$8,605.84

Standard Form:

Tree:

Landscape:

App/Resubmittal: General Utility:

Discovery After the Fact:

TOTAL FEES: \$8,605.84 TOTAL PAYMENTS: \$8,605.84

BALANCE: \$0.00



John Pl Kraynak, Director Environmental Services Division

ACCEPTANCE OF THIS PERMIT ACKNOWLEDGES PERMISSION FOR LEON COUNTY PERSONNEL TO INSPECT AT REASONABLE TIMES THE PROPERTY AND WORK ASCRIBED IN THIS PERMIT. FAILURE TO POST THE PERMIT PLACARD IN A CONSPICUOUS PLACE ON-SITE OR FAILURE TO HAVE THE APPROVED PERMIT AND PLANS AVAILABLE ON-SITE MAY RESULT IN THE IMMEIDATE ISSUANCE OF A STOP WORK ORDER.



#### BOARD OF COUNTY COMMISSIONERS LEON COUNTY

DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

#### ENVIRONMENTAL MANAGEMENT PERMIT

F. A. Ash Borrow Pit

Prior to Commencement, a conference is required CONTACT Mr. Kevin Hough~ Phone No. (850) 544-0825

#### LEM 17-00038

This environmental management permit authorizes development activities associated with the proposed excavation activity within the borrow pit at parcel ID. No.: 32-23-20-006-000 0 consistent with the following attachments and exhibit:

Attachment A: Permit Conditions

Exhibit A: Approved Plans (Permit Plan Set)

The permittee should be familiar with the permit conditions and all other attachments and exhibits included in this permit prior to the commencement of development activity. Failure to conform to this permit may cause appropriate enforcement action to be taken that could include a "Stop Work Order" or a "Notice of Violation".

Approved By:

C John Kraynak, P.E., Director

**Environmental Services** 

NRI

06-05-2017

Date

## ATTACHMENT "A" PERMIT CONDITIONS: F. A. Ash Borrow Pit

#### **GENERAL CONDITIONS:**

- 1. The permittee shall conduct all development activity consistent with the "Environmental Management Act," Article VII, Chapter 10 of the Leon County Land Development Code. Reference Section 10-4.105 {f.k.a. Section 10-170}.
- Posting of placards. A placard indicating issuance of a valid permit shall be posted in a conspicuous place on site at all times during the development activity. Reference Section 10-4.203(c)(1) {f.k.a. Section 10-311(c)(1)}.
- 3. Permit and plans on-site. A copy of the approved permit and plans (Exhibit "A" and subsequent approved contractor "Shop Drawings") shall be available on site at all times when any development activity is occurring on the site. Reference Section 10-4.203(c)(2) {f.k.a. Section 10-311(c)(2)}.
- 4. Notice of intent to proceed and Pre-Construction Conference. A notice of intent to proceed shall be filed with the Director at least three (3) working days prior to initiation of any physical development activity on the site. The notice shall specify the site location and the permit number(s) applicable to the activity and shall specify the date and approximate time at which such physical development activity is to commence. A pre-construction conference will be scheduled and required prior to the commencement of any development activity. Reference Section 10-4.203(c)(3) [f.k.a. Section 10-311(c)(3)].
- 5. Environmental Management Officer. This individual shall be in responsible charge of all on-going work on the site and ensure that all work is proceeding according to the approved plans and permit. The designated environmental management officer must ensure that during such time as the officer is not personally present on the site a designated alternate remains in responsible charge of the project. For this project, the Environmental Management Officer shall be determined at the preconstruction conference. Reference Section 10-4.203(c)(6) {f.k.a. Section 10-311(c)(6)}.
- 6. Permit Expiration. This Environmental Management Permit expires 36 months after issuance. Reference Section 10-4.214(1)(a) {f.k.a. Section 10-311-1(1)(a)}.
- Extensions. Permits may be extended, by request of the applicant and approval of the Director, for successive periods of time not to exceed 36 months each, provided the request for extension is made prior to the expiration of the prior approval and provided continuous good faith efforts have been made to complete the development. Reference Section 10-4.214(1)(b) {f.k.a. Section 10-311.1(1)(b)}.
- 8. Early expiration for cause. If no substantial and readily observable site development activity has taken place within 18 months of the issuance of the permit or, once development is started, if no such development activity occurs for any 12 consecutive months, the Director may, after notifying the permittee and providing an opportunity for hearing, determine the permit to be expired and shall so notify the permittee. Such a permit may not thereafter be extended. Reference Section 10-4.214)1)(c) {f.k.a. Section 10-311.1(1)(c)}.

- 9. Effect of permit expiration. Once a permit has expired, no further development activity may proceed on the permitted development site unless and until a new permit is received for the development site and activity. Reference Section 10-4.214(3) {f.k.a. Section 10-311.1(3)}.
- 10. Continued responsibility under expired permit. An expired permit shall not relieve the permittee from the responsibility of continued compliance with this permit and the Code. Where development has commenced and no final inspection completed before expiration of a permit, the permittee may be required to submit, and obtain the Director's approval of a new environmental management permit application or an application for amendment of the expired permit. As an option, the permittee may be required to complete and maintain the landscaping, trees, or stormwater management systems and facilities which were required by the expired permits, as necessary to prevent significant adverse environmental impacts as a result of development activity which has occurred on the site. Reference Section 10-4.214(3) {f.k.a. Section 10-311.1(3)}.
- 11. Notice of transfer of permit. No later than ten (10) days after the sale or legal transfer of property upon which a stormwater management facility has been, or is approved to be, constructed pursuant to a permit issued by the County, a notice of transfer of permit shall be submitted to the Director. The notice shall be made using a form provided by the Director. Reference Section 10-4.214(5)(a) {f.k.a. Section 10-311.1(5)(a)}.
- 12. Transfer liability. Until a proper notice of permit transfer is provided to the Director, the permittee and any other person constructing, operating, or maintaining the permitted facility shall be liable for compliance with the terms of the permit. The permittee transferring the permit shall remain liable for corrective actions required as a result of any violations occurring prior to transfer. For facilities that have received final inspection approval prior to the time of legal transfer, the original permittee shall remain liable for performance of warranty obligations as set forth in Section 4.208(d) {f.k.a. 10-363(d)}, absent an express assumption of liability as to such warranty obligations by the subsequent holder of the property. Reference Section 10-4.214(5)(b) {f.k.a. Section 10-311.1(5)(b)}.
- 13. Amendments. Any minor change or deviation from the approved plans shall require an amendment to this permit. Substantial changes, including significant increases in impervious area, changes in intended land use, modification of stormwater management system, new phases of development, or other additions, shall not be treated as amendments, but shall require a new permit application. Reference Section 10-4.215 {f.k.a. Section 10-315}.
- 14. During development. All environmental management controls and facilities shall be maintained in a manner which will ensure proper functioning and protection from unnecessary environmental degradation, throughout the development process. Reference Section 10-4.210(a) {f.k.a. Section 10-331(a)}.
- 15. Post-development. Upon completion of development activities and construction, the permittee shall ensure that each site is properly stabilized, and that swales and other stormwater management features shown in the permit are in place in a manner consistent with the permit, approved plans and specifications. Reference Section 10-4.210(b) {f.k.a. Section 10-331(b)}.
- 16. Post-construction inspection. Prior to requesting a final inspection by the Director, the permittee shall have a qualified professional to personally inspect the site and facilities and certify as provided for in Section 10-4.208(b) {f.k.a. Section 10-363(b)}.

#### SPECIFIC CONDITIONS:

- 1. Permit Scope. As shown in Exhibit "A" (the permit plan set), this permit authorizes excavation activities associated with a borrow pit within parcel ID. No.: 32-23-20-006-000 0.
- 2. Licensed contractors. All excavation, grading work, and other site work shall be performed under the supervision of a certified or registered general contractor, building contractor, residential contractor, commercial or residential pool/spa contractor, or underground utility contractor, or by an excavation, grading and site contractor duly licensed by the County Contractors Licensing Board. Reference Section 10-4.203(c)(5) {f.k.a. Section 10-311(c)(5)}.
- 3. Notification of Easements. A copy of any required easements, with proof of recording, shall be provided to the Director prior to final inspection. Where transfer of title for any affected parcel is proposed, the owner shall provide clear information to each prospective buyer prior to execution of any contracts, about the existence, impacts, and responsibilities associated with any easements on the property. A copy of the applicable easements shall be provided by the owner to each prospective purchaser prior to closing, and the copy shall be initialed by the parties and attached to such closing documents upon execution. Reference Section 10-4.203(c)(8) {f.k.a. Section 10-311(c)(8)}.
- 4. Stormwater management facility operating permit. No stormwater management facility shall be utilized until a stormwater management operating permit is obtained. An operating permit is not required for facilities which have as their primary function the conveyance of stormwater, facilities under construction as part of an approved development plan, and temporary facilities which are part of an erosion and sediment control plan. Reference Section 10-4.209(a) {f.k.a. Section 10-316(a)}.
- 5. Required disclaimers. Any contract for the conveyance of title to land for which stormwater management is provided by a system or facility not maintained by the County or the City of Tallahassee shall contain the following statement: "Neither Leon County nor the City of Tallahassee is responsible for the maintenance, upkeep or improvement of any stormwater management facility utilized by the land described herein. Title to this property carries with it the requirement that the current and all subsequent owners or their authorized agent obtain a stormwater management facility operating permit from the County. The owner of this property shall be legally responsible, jointly with other owners using the facility and based on pro rata share, for compliance with all stormwater management facility operating permit maintenance and operation requirements, as well as all other permit conditions, unless such maintenance and operation obligations have been specifically assumed by some other entity pursuant to Director approval and appropriate documentation recorded in the public records of Leon County." Reference Section 10-4.210(d) {f.k.a. Section 10-331(d)}.
- 6. Landscape and tree maintenance, if applicable. All landscaping, landscaped areas, landscape development, buffer areas, and trees required as part of this permit shall be maintained and used pursuant to Sections 10-4.348(b) {f.k.a. 10-261(b)}, 10-4.355 {f.k.a. 10-269}, 10-4.209(f)(1)(h) {f.k.a. 10-316(f)(1)h}, 10-4.209(g)(7) {f.k.a. 10-316(g)(7)} and 10-4.211 {f.k.a. 10-332} of the Land Development Code and shall be checked for compliance during the operating permit renewal process.
- 7. Stormwater Facility Performance. The stormwater management system for the development activity permitted herein shall conform to the "Stormwater Management Plan" (Exhibit A)

- 8. System Evaluation & Redesign. At any time, should the County determine that the stormwater management system, stormwater pollution prevention plan, landscape plan, or any maintenance program is not functioning as designed, the County may request a system evaluation to determine compliance. The Permittee shall have thirty (30) days to evaluate the discrepancy and respond. Should the Permittee verify that a discrepancy exists, then the Permittee shall have sixty (60) days to redesign and implement the appropriate redesign necessary to correct the discrepancy. This process does not apply to any event of noncompliance with the permit and approved plans, in which case the enforcement provisions of the Environmental Management Act shall apply.
- Intergovernmental Transfer. If at any time, the City of Tallahassee (the "City") annexes the
  permitted development into its corporate boundary, then this permit shall be transferred to the City
  with all provisions fully enforceable by the City. The City shall assume the role of the County in
  each provision of this permit.
- 10. Termination of Permit. The requirements, responsibilities and obligations of the Permittee in the General Conditions, Specific Conditions, and Special Conditions shall never expire with this permit. The Permittee may terminate such requirements, responsibilities and obligations either by an appropriate transfer as prescribed in Paragraph 12 of the General Conditions or by closing the development in a manner guaranteeing the preservation of natural areas, conservation easement areas, and/or other protected areas. Such closure shall require the submittal and approval of a short form environmental management permit which states appropriate plans to close the project in manner that will ensure compliance with the Environmental Management Act upon and after termination of responsibility. Reference Section 10-4.214(1)(c) {f.k.a. Section 10-311.1(1)(c)}.
- 11. Other Permits. This permit is issued with the condition that the applicant procure and comply with all other necessary federal, state, and local agency permits, including but not limited to the Florida Department of Environmental Protection (FDEP) permit, Florida Department of Transportation (FDOT) drainage and/or access connection permits, NPDES permit and Leon County driveway connection permit. These permits must be provided prior to the start of construction. Reference Section 10-4.201(f) {f.k.a. Section 10-172(f)}.
- 12. Construction Sequence. All stormwater facilities shall be constructed and functioning prior to any clearing (with the exception of clearing for the stormwater ponds), and prior to the start of the building construction, roadway construction or any other development activity as defined in the Environmental Management Act. Phased stormwater facility construction may be allowed with prior written consent by the Director provided that each phase is fully sustainable, meets the applicable stormwater standards and provides no adverse downstream impacts. This condition supersedes any other permit conditions and plans related to this topic. In the event of a conflict between this condition and any other condition in the permit or plans, this condition will overrule.

#### SPECIAL CONDITIONS:

- 1. As used herein, the term "permittee" shall refer to the property owner. This permit may be transferred to another party in accordance with the General Conditions. Upon the Director's approval of a Notice of Transfer of Permit, the term "permittee" shall refer to the new property owner(s) identified in this approved notice. The permittee shall ensure that all contractors and other agents authorized by the permittee to conduct the permitted development activities abide by the terms and conditions of this permit.
- The permittee or permittee's authorized agent shall contact the County Environmental Inspector to arrange for a kickoff conference. The County Environmental Inspector for this project will be Mr. Kevin Hough, who may be contacted at (850) 606-1310.
- Additional silt fences or other sediment/erosion control devices and measures may be required during project construction, as specified by the County Environmental Inspector.
- Reclamation shall be completed as referenced within Exhibit "A". If the excavation activities require
  more than three years, updated site information shall be submitted as part of the permit extension
  request.
- 5. Upon completion of permitted activities, including reclamation, a compliance certification (by either a Licensed Surveyor, or Professional Engineer) shall be submitted to this department.

FILE COPY

Location Map



Sheet Description Cover

Boundary

Site Plan

Notes

Tree Removal

Reclamation Plan

Reclamation Concept - Clay Mine Reclamation Concept - Sand Mine

**Existing Conditions** 

2

3

4

5

6

8

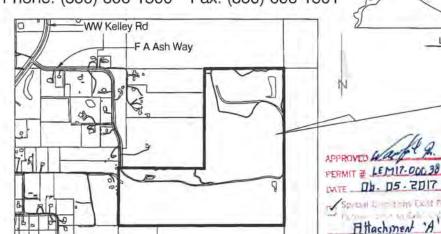
LEON COUNTY

Department Of Public Works Division Of Engineering Services

Public Works Center

2280 Miccosukee Road Tallahassee, FL 32308-5367

Phone: (850) 606-1500 \* Fax: (850) 606-1501



Parcel: 32-23-20-006-0000

Acreage: 114.9 ± Zoning: Rural (R)

Owner: Leon County

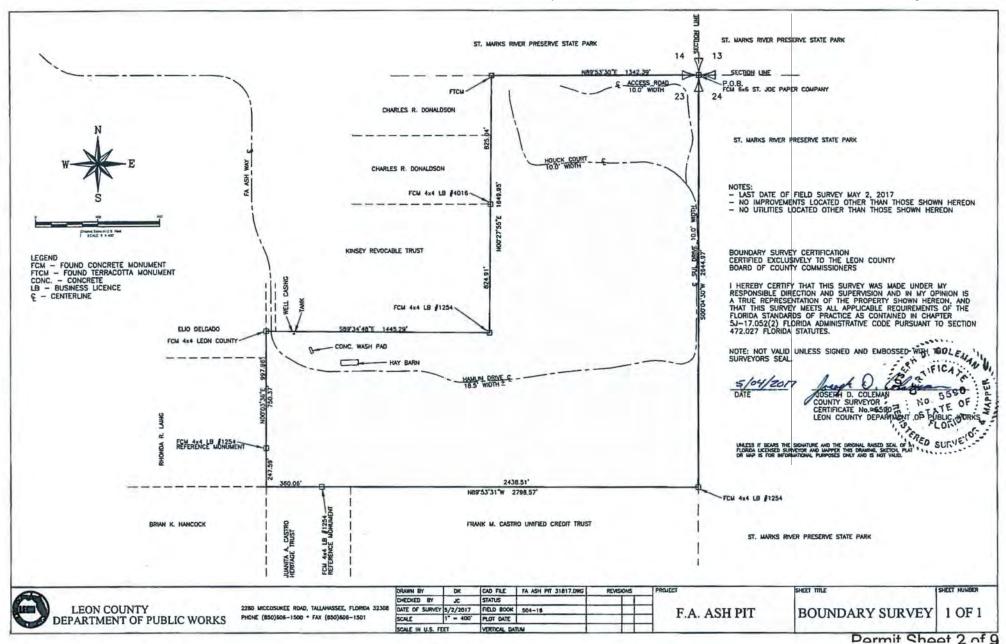
### F A Ash Borrow Pit EXHIBIT A

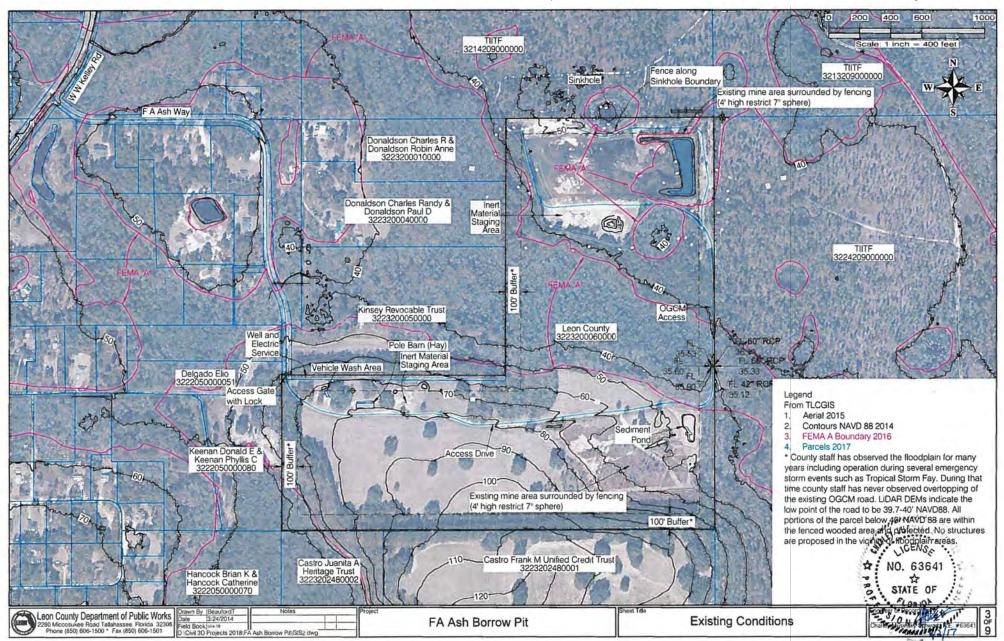
**Environmental Management Permit** 

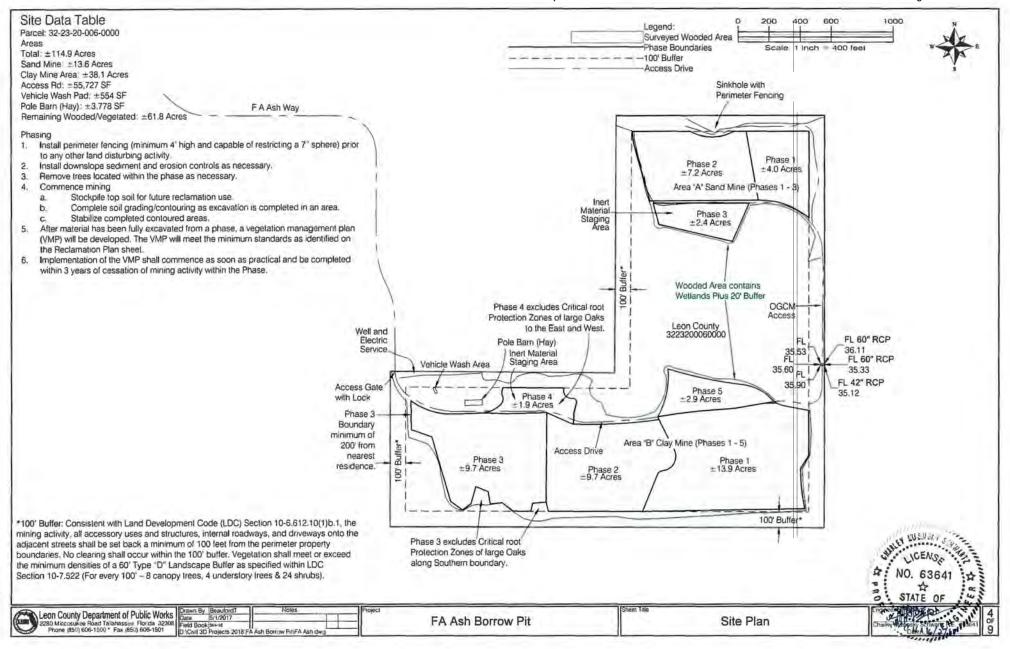


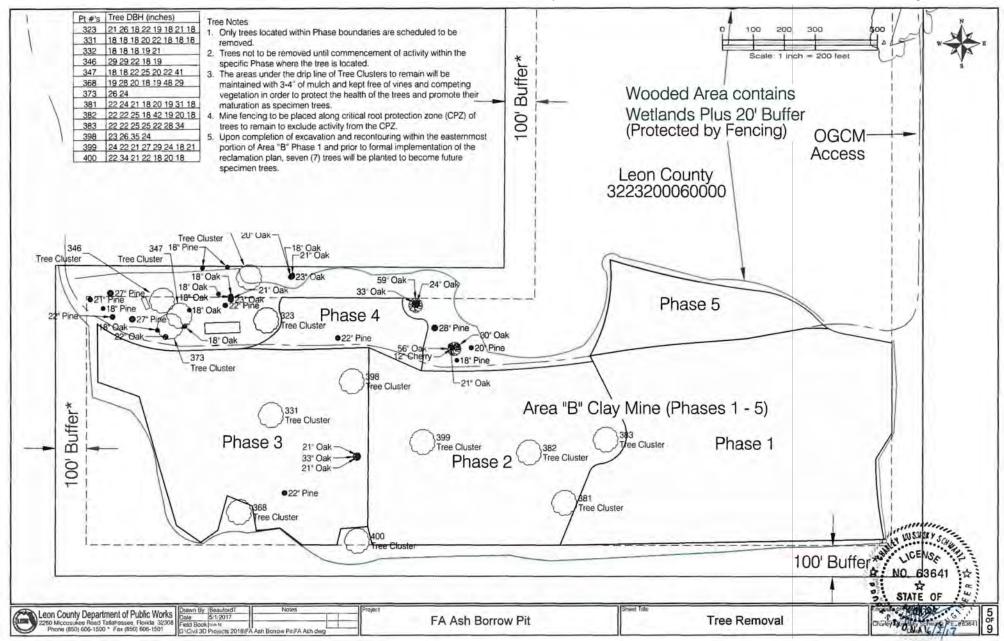
Project Location

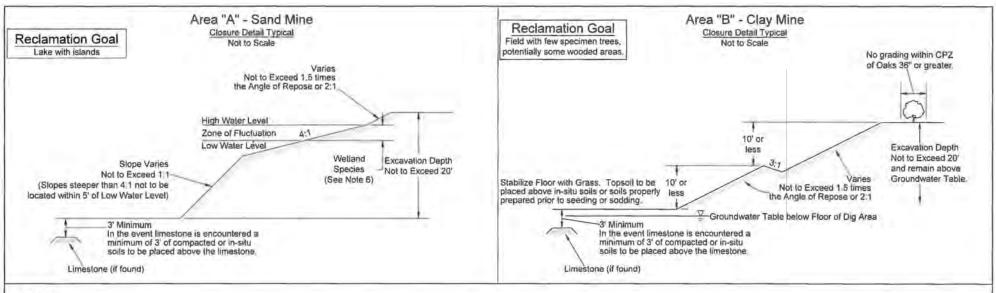
Page 430 of 1364











#### Notes:

- After material has been fully excavated from a phase, a vegetation management plan (VMP) will be developed by a duly qualified professional and submitted to Development Support and Environmental Management (OSEM) within one (1) year
- Contouring shall be initiated and completed no later than one year after the calendar year in which mining operations
  cease for any given area. [FAC 62C-39.008 (1)(a)]
- Revegetation activities shall be initiated as soon as practical and completed no later than one year after the calendar year
  in which the final contours are established in an area unless revegetation activities will interfere with mining operations.
  [FAC 62C-39.008 (1)(b)]
- Reclamation activities through revegetation shall be completed within three years of the cessation of mining operations. [FAC 62C-39.008 (1)(c)]
- All upland areas disturbed by mining operations must be revegetated in quantities and densities necessary to prevent and control erosion and to provide stability to the slope. Erosional areas shall be repaired until a vegetative cover is fully estabilished and the land is released. [FAC 62C-39.008 (6)(a)]
- 6. The zone of fluctuation of reclaimed lakes shall be vegetated with native wetland species. Acceptable methods recommended to establish vegetation include spreading muck obtained from areas containing desirable, native, littoral zone plant communities, planting of native wetland vegetation, or natural regeneration of wetland plant species. At least 50 percent of the zone shall have established vegetation for a period of not less than one year after the initial appearance or planting of the vegetation. [FAC 62C-39.008 (6)(b)]
- 7. Water levels will be monitored to determine the zone of fluctuation.
- B. Recontouring and revegetation shall be completed within three (3) years of closeout and approval of the VMP.
- 9. Reclaimed areas to be Mow Maintained should not exceed 3:1 slopes
- 10. Sump areas in Clay Mine where stormwarer accumulates should not exceed 4:1 slopes.

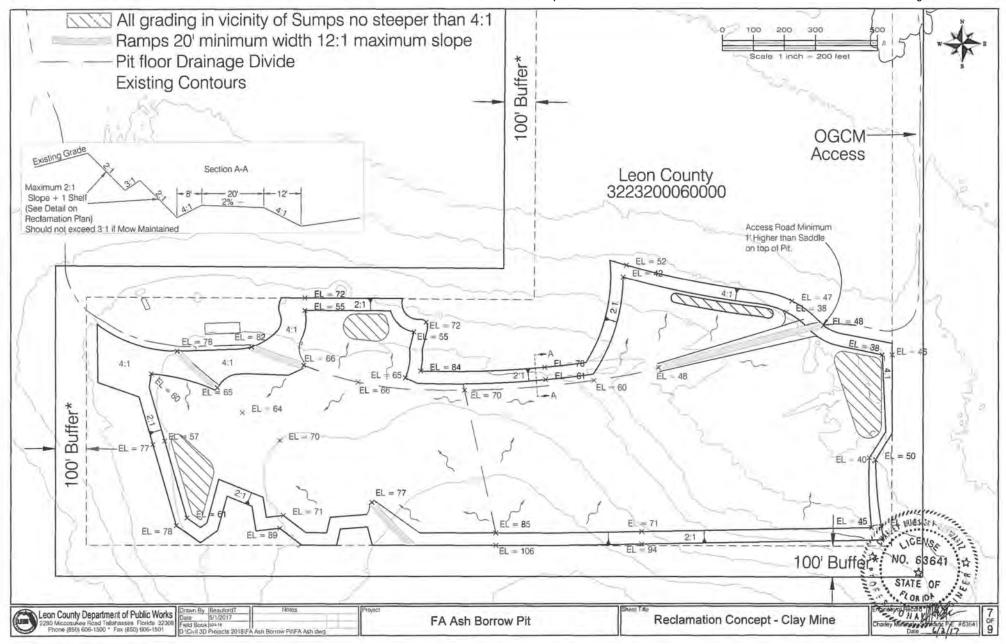


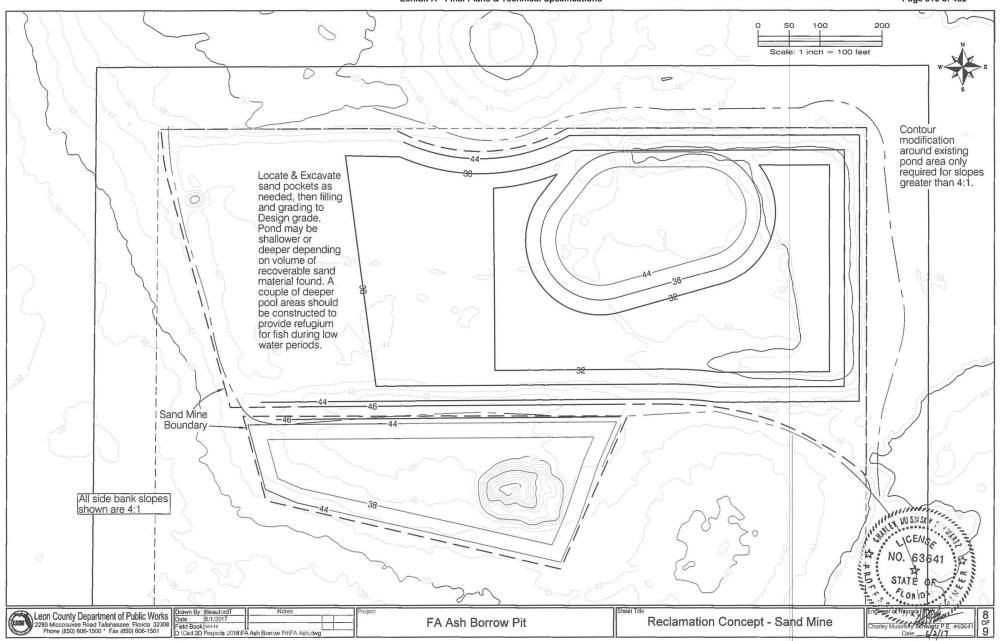
Leon County Department of Public Works 2280 Miccosuleu Road Tallahasea. Florida. 32308 Phone (850) 606-1500 \* Fax (850) 606-1501

Drawn By BeaufordT Notes
Date 5:2/2017
Feld Book IIII-IIII Notes
O/CNI/LD/Projects 2018/FA Ash Borrow Ph/Delbills dwg

F A Ash Borrow Pit

Reclamation Plan





#### Stormwater

- Mining operations occur within a pit such that runoff is contained within the dig area.
- 2. Sediment basins are provided at the lowest corners of Area "B" (the Clay Mine pit area).
- 3. Runoff from the lower sections of the dirt drive are diverted to the sediment basin within Area "B"
- 4. Small berms are located downslope of Inert material stockpile/staging areas.

#### General Notes

- 1. Site Perimeter: The perimeter of the property is surrounded by a mixture of hog wire and barb wire fencing. A gate is located at the connection to F A Ash Way. The gate is open during operating hours (generally 7am to 5:30pm during non-emergency conditions). The gate is secured with a lock and chain when the site is closed. Fire Department and emergency responders are allowed to cut the chain for access if necessary. "No Trespassing" signs are located along parcel boundaries.
- 2. Mine Fencing: Active sand mining and day mining areas are surrounded by 4 foot high wire fence with openings small enough to reject the passage of a 7" sphere. Access gates to the mining areas are secured with a lock and chain that are locked during non-operating hours.
- Chemicals: Clay and sand materials are harvested using mechanical methods (ex. backhoes, front end loaders). No chemical additives are used. Hazardous materials and chemicals are not stored on-site. On-site vehicles are fueled via fuel truck and maintained in good operational condition.
- 4. Dewatering: Wet sands are temporarily stockpilled on-site and allowed to dry prior to transport off-site. The clay pill is not excavated below the water table so dewatering is not necessary.
- 5. Off-site Fill Excluded: The site is not a construction and demolition debris processing facility. No off-site soils or materials will be brought into the site to establish final grades of reclaimed areas.
- 6. Operations: Typical operational hours are from 7 am to 5:30 pm Monday through Friday. During these periods usage of the facility is generally low. Periods of operation during heavy usage of the mine materials are frequently established within the terms of the contract for the project requiring the mine materials. All drivers are required to observe speed limits and the county frequently monitors speeds along haul routes. Temporary message boards are frequently used along haul routes to reinforce these guidelines.

NO. 63641

Leon County Department of Public Works 2280 Miccosukee Road Tallahasses Florida 32308 Phone (850) 606-1500 ° Fax (850) 806-1501

Drawn By | BeaudyrdT | Notes |
Cate | 5/1/2017 | | |
Feld Book Son #4 | |
O YCM 3D Projects 2018/FA Ach Bonow PrinFA Ach |

FA Ash Borrow Pit

Notes

# APPENDIX D BORROW SOURCE SOILS TESTS

#### **Exhibit A - Final Plans & Technical Specifications**

Attachment #1 Page 313 of 432

11012 N. Ridgedale Road Temple Terrace, Florida 33617 (813) 629-1965 office (813) 914-7347 fax



October 29, 2017 Project No. 17-01-0212.01

Mr. John Locklear, P.G.
President, Locklear & Associates, Inc.
4140 NW 37<sup>th</sup> Place, Suite A
Gainesville, Florida 32606

#### **RE:** Geocomposite Material Evaluation using Ash Borrow Pit Soils

Leon County Class I and III Landfill Closure Leon County, Florida

Dear Mr. Locklear,

Civil Design Services, Inc. (CDS) is submitting the following Geocomposite Materials Evaluation Report (Report) to Locklear & Associates, Inc. (L&A) for the potential using the Ash Borrow Pit soils as part of the closure cap system on the Class I and III disposal areas at the Leon County Class I and III Solid Waste Management Facility (Facility), located in Leon County, Florida. This Report summarizes the evaluation of typical geocomposite drainage materials and the use of the soils from the Ash Borrow Pit. For the geotechnical testing data on the soils from the Ash Borrow Pit refer to our report dated July 21, 2017. This Report assumes the general slopes and lengths shown in Figure 1 for the closure design.

#### 1) Transmissivity

The permeability of the <u>protective cover soils</u> above the geocomposite will determine the amount and rate at which water infilitrates into, and will be conveyed by, the geocomposite drainage material. Table 1 below summarizes the soil permeability tests results as well as the selected range of permeability values used to evaluate typically available geocomposite materials.

Table 1 – Ash Borrow Pit and Evaluation Permeability Results

Soil Permeability (cm/s)	TP-1	TP-2	TP-3(B1)	TP-3(B2)	TP-4	TP-5	TP-6	low	high	Value used to Evaluate Geocomposite
ALL	8.1e10-5	5.35e-05	6.00e-05	3.90e-05	7.91e-05	9.56e-05	4.19e-05	3.90e-05	9.56E-05	1.00e-04
Surface (2-5' bls)			6.00e-05	3.90e-05						
Middle (5-15'bls)		5.35e-05			7.91e-05		4.19e-05	4.2e-05	7.91e-05	8.00e-05
Lower (15-20' bls)	8.1e10-5					9.56e-05			9.56e-05	1.00e-04

Note: Soil permeability noted in "Blue" is the highest permeability in the overall soil or the sandy soils on the upper and lower depths of excavation - Soil permeability noted in "Red" text is the highest permeability lab results of the middle depth soils

October 29, 2017

#### **Exhibit A - Final Plans & Technical Specifications**

Mr. John Locklear, P.G. Leon County Landfill, Leon, Florida

Class I and III Closure Closure – Geocomposite Evaluation with Ash Borrow Pit Soils

From the summary of soils expected to be excavated at the Ash Borrow Pit, two options are available;

- Option 1) Excavate and use <u>all</u> soils for <u>protective cover soils</u> from 0 to 20 feet bls (trying to limit the more sandy the soils from 15-20 ft bls) with higher permeability test results. Or;
- Option 2) Separate the soils and use soils from 0 to 15 feet bls (targeting the clayey sands for lower permeability soils generally from 5 to 15 ft bls) for *protective cover soils*. Soils in the upper 2 feet bls, can be stripped of vegetation and roots, and if clayey sands present then these soils can potentially be used for protective cover soil but avoid sandy soils in the protective cover.

Using a range of 1x10-4 cm/s for Option 1 (using the sandy soils with higher permeability will check the design for the geocomposite for high infilitration rates) and 8x10-5 cm/s for Option 2 (using the clayey sands in the protective layer to limit infilitration into the geocomposite. The Option 2 evaluation permeability value was set high to ensure variability during construction and lower permeability values maybe achieved in the field and offer further evaluation of transmissivity values. Table 2 summarizes the following Geocomposite transmissivity values computed for each option. Detailed calculations are provided in Exhibit A.

Table 2 – Geocomposite Transmissivity and Product Thicknesses

	Soils(All)	Option 1	Soil (2-15') <sup>1</sup>	Option 2
Evaluation/Design Soil Permeability (cm/s)	1.00E-04		8.00E-05	
		Geocomposite		Geocomposite
4(H):1(V) - 33.5 m long	9.13E-04	275-mil <sup>4</sup>	7.28E-04	275-mil <sup>2,3</sup>
4(H):1(V) - 39 m long	1.07E-03	275-mil <sup>4</sup>	8.53E-04	275-mil <sup>4</sup>
3(H):1(V) - 32 m long	6.68E-04	250-mil <sup>3</sup>	5.36E-04	250-mil <sup>3</sup>

#### Note:

- 1) Assumes soils separation & monitoring to limit sandy soils
- 2) Assuming a soil permeability of 8x10-5 cm/s, the transmissivity yeilds the upper range of a 250-mil geonet with 6 oz/sy gecotextile transmissivity; borders 275-mil geonet
- 3) Assumes a core 250-mil geonet and 6-oz non-woven geocomposite on both sides
- 4) Assumes a core 275-mil geonet and 6-oz non-woven geocomposite on both sides

The two options were evaluated to allow for flexibility during excavation, management of soil separations, and use of Geocomposite material types. Option 1 allows for flexibility during excavation and limited management of soils; however, due to the limited management of soil types, the thicker Geocomposite materials are recommended to accommodate higher soils permeability and variation in soil types. Option 2 would require additional management of the soils during excavation and stockpile separation to target the lower permeability clayey soils. This allows for a thinner geocomposite to be used; however, materials should be separated and areas delineated for proper installation during construction.

GSE, Inc is one of the main Geocomposite manaufacturers and reviewed the Geocomposite calculations and made recommendations on geonet and geotextile combinations to achieve the estimated transmissivity values. GSE recommendations are provided in Exhibit B.

October 29, 2017

#### **Exhibit A - Final Plans & Technical Specifications**

Mr. John Locklear, P.G. Leon County Landfill, Leon, Florida

Class I and III Closure Closure – Geocomposite Evaluation with Ash Borrow Pit Soils

#### 2) Soil/Geotextile Compatibility

Based upon the soil grain sieve analyses contained in our July 21, 2017 report for the Ash Borrow Pit, the compatibility of a typical 6-oz/sy non-woven geotextile material was evaluated for potential clogging with fine soils. Based upon an evaluation using the grain size analyses contained in the Ash Borrow Pit, all the soils are compatibility with retention of the soils expected to be found at the Ash Borrow Pit and should represent a clogging concern.

The soil and geotextile compatibility evaluation detailed calculations are provided in Exhibit C.

#### 3) Estimated Costs

GSE, Inc. provided a probable cost estimate for geocomposite, as well as geomembrane, products that could be considers for installation on the Class I and III disposal areas. The estimate is provided in Exhibit D.

Note: The costs are only estimated probable costs, provided for reference only, and valid when the quotes were submitted by GSE (August of 2017) for this Report. Variations in costs due to contractor handling and mark-up costs, installation costs, polyethylene and natural gas cost variability, and material availability are but a few of the items that will effect final bid cost estimate.

#### **Conclusions**

- The geocomposite materials referenced in Exhibit A & D, used in conjunction with the soils from the Ash Borrow Pit, are typical geosynthetic materials and available by multiple manufacturers.
- > The clayey sands from the Ash Borrow pit are compatible (i.e. will be retained) by a typical 6-oz nonwoven geotextile material that is commonly available and can be heat-bonded to the HDPE geonet to form the geocomposite drainage material.
- > Two options are available for excavation of the soils at the Ash Borrow Pit. Option 1 most, if not all of the soils could be used for the protective soil layer, but should limited the use of very sandy, coarse soils. This option has less control over the soil types and would require the thicker, more expensive, geocomposites to be used to cover the soil variances. This does; however; allow for greater flexibility during construction as well. Option 2 is a more targeted approach to soil management and the clayey sandy soils should be managed and placed into separate stockpiles. This targeted approach allows for thinner, less expensive Geocomposite to be used; however, more management of the soils and Geocomposite types is required during excavation and installation of soils and geocomposites.
- > Using different geomposite materials on different portions of the Project (i.e. different slopes and/or slope lengths) is one potential option to reduce project costs. The contractor/installer should have the materials separated, clearly marked, and specific areas on the Project marked so the specific geocomposite is installed in the appropriate area of the Project.

October 29, 2017

#### **Exhibit A - Final Plans & Technical Specifications**

Mr. John Locklear, P.G. Leon County Landfill, Leon, Florida

Class I and III Closure Closure - Geocomposite Evaluation with Ash Borrow Pit Soils

- An alternative to reduce Project costs may be to specify only one type (the thicker geocomposite with the higher transmissivity) for installation over the entire Project for ease of construction and possibly obtaining a reduction in material pricing with a larger one-product order.
- The soils from the Ash Borrow Pit were compacted to a relatively light density (92% of the Standard Proctor). This was done to simulate placement of the protective soils above the geocomposite materials in one lift and limited compactive effort to achieve the 92% density requirement. The density will affect the soils permeability and Geocomposite thickness. Higher density soils can be achieved with more compactive effort and potential thinner Geocomposite materials. However, costs for placement of the soils, CQA, and soil consistency will effect costs and construction management.
- Direct shear testing was not completed as part of this evaluation since the texturing methods and patterns vary from manufacturer to manufacturer. Asperity heights and the amount of texture can be adjusted and each manufacturer should evaluate their specific geosynthetic materials prior to installation against the design shear interface strength requirements.
- Prior to construction, the contractor/geosynthetic manufacturers should use the soils from the borrow pit in conjunction with their specific geosynthetic materials Geomembrane and Geocomposite, to determine compatibility of their materials with the soils and confirm the soil and geosynthetic materials meet the design requirements as required by Rule 62-701 F.A.C.

Please call the undersigned if you have any questions.

Sincerely.

Joseph H.

Civil Design Services, Inc.

Vice President

Figure 1 - Leon County Class I/III Closure

Exhibit A – Geocomposite Transmissivity Calculations

Exhibit B - GSE recommendations

Exhibit C - Soil/Geotextile Compatibility Calculations

Exhibit D - GSE Probable Cost Estimate

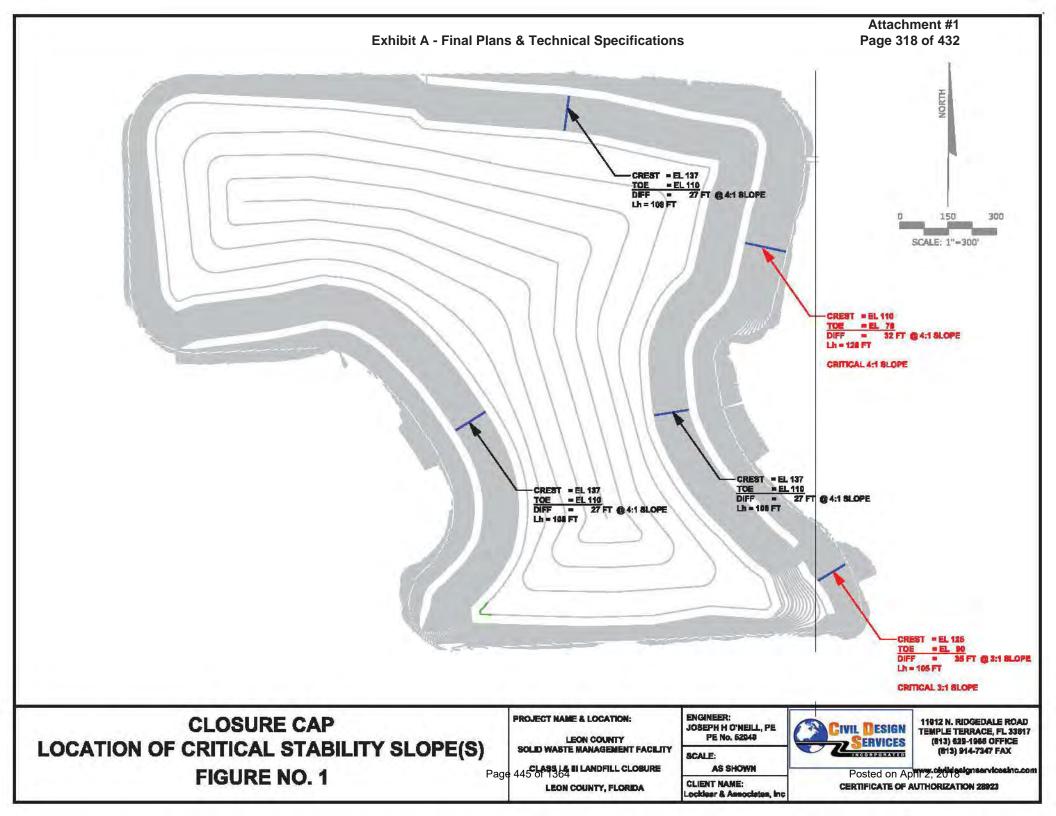
Joseph H. O'Neilf, P.E. P.E. No. 52049

Civil Design Services, Inc. 11012 N. Ridgedale Road

Temple Terrace, Florida 33617

Certificate of Authorization 28923

## FIGURE 1



## **EXHIBIT A**

Geocomposite Calculation 4(H):1(V) slopes – 110 ft length



(Equation Sheet): Landfill Final Cover Drainage Geocomposite Design

**Design Methods and Concepts** 

The final cover geocomposite is relatively close to the surface of the landfill, and is therefore directly affected by short-term inputs from precipitation. The geocomposite is typically overlain by approximately 2-ft (0.6 m) of protective and vegetative soil. The properties of this soil layer can significantly influence how much precipitation impinges on the drainage layer. Thiel and Stewart [1993] describe a relatively simple and conservative method of estimating the amount of liquid that may percolate into the drainage layer. Their approach has since been labeled the "unit gradient" method. The basis for this method is that for the critical condition it can be assumed that the cover soil is saturated, and water from continued rains will percolate vertically through the cover soil. Since the head on top of the cover soil is practically zero (due to runoff), the gradient through the cover soil is unity. The infiltration rate is considered to be equal to the permeability of cover soil (k<sub>cover</sub>). Therefore Darcy's law gives the inflow percolation as (see also Figure 4.1):

 $Q_{in} = k_{cover} \times i_{in} \times A \tag{4.1}$ 

Where,

Q<sub>in</sub> = inflow percolation rate (m<sup>3</sup>/sec)

i<sub>in</sub> = inflow gradient = 1

 $A = area (m^2)$ 

If we examine a unit width of the cover slope, the area would be equal to the slope length (or distance between drainage outlets), L, times the unit width. Therefore,

$$Q_{in} = k_{cover} \times L \tag{4.2}$$

If we desire that all flow that infiltrates down to the drainage geocomposite is carried entirely by the geocomposite (i.e., head above the geomembrane is less than or equal to thickness of the geocomposite), then the limiting flow condition at the downstream end of the geocomposite (per unit width) would be:

$$Q_{out} = k_{comp} \times i_{out} \times A = k_{comp} \times t \times i_{out} \times 1$$

$$Q_{out} = \theta \times \sin\beta$$
(4.3)

Where.

Qout = the flow rate coming out of the drainage geocomposite (m<sup>3</sup>/sec-m)

 $\theta_{req}$  = the transmissivity of the geocomposite (m<sup>3</sup>/sec-m)

 $i_{\mbox{Out}}$  = the gradient of the flow within geocomposite = sin  $\beta$ 

 $\beta$  = the slope angle

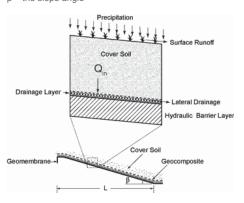


Figure 4.1 Disposition of precipitation in a typical final cover system

4(H):1(V) Slope

Length: 33.5m (110 ft)

Soil: 1x10-4 cm/s

Geocomposite

275 mil Total Thickness

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#### **Exhibit A - Final Plans & Technical Specifications**

By establishing that Qin = Qout, an equation can be written solving for the required transmissivity of the geocomposite, as follows:

$$\theta_{\text{req}} = k_{\text{cover}} \times L / \sin\beta \tag{4.4}$$

Examining equation 4.4, we see that required transmissivity is a function of the inflow percolation, slope length, and slope angle. A typical underdrain outlet design for a bench location is presented in Figure 4.2.

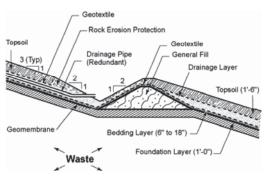


Figure 4.2 Typical underdrain outlet at bench

The allowable transmissibity of geocomposite is

$$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS} \tag{4.5}$$

The ultimate 100 hour transmissivity test value is calculated as follows

$$\theta_{100} = \theta_{\text{allow}} \times \text{RF}_{\text{IN}} \times \text{RF}_{\text{CREEP}} \times \text{RF}_{\text{CC}} \times \text{RF}_{\text{BC}}$$
(4.6)

Table 4.1 Recommended Reduction Factor and Safety Factor

RF <sub>IN</sub>	Intrusion Reduction Factor	1.0 - 1.2 (1)				
RF <sub>CREEP</sub>	Creep Reduction Factor	Manufacturer Data				
RF <sub>CC</sub>	Chemical Clogging Reduction Factor	1.0 - 1.2 (2)				
RF <sub>BC</sub>	Biological Clogging Reduction Factor	1.2 - 3.5 <sup>(2)</sup>				
FS	Overall Factor of Safety	2.0 - 3.0 <sup>(3)</sup>				
(1) Intrusion reduction factor from 100 hour to design life. Giroud, et. al. (2000) (2) GRI - GC8 (3) FS value = 2-3. Giroud, et. al (2000)						

#### **Equation Sheet**

#### Choose Input Parameter Values

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L =	33.5	(meter),	Max. horizontal drainage length of slope (or distance between drainage benches/ditches)	
β =	14.039	(degree),	Slope angle	
k <sub>cover</sub> =	1.00E-4	(cm/sec),	Permeability of cover protective soil	
γ <sub>cover</sub> =	18.4	kN/m <sup>3</sup>	Unit weight of cover protective soil	
T <sub>cover</sub> =	0.61	(meter),	Thickness of cover protective soil	
RF <sub>in</sub> = 1.05 dimensionless,		dimensionless,	Intrusion Reduction Factor	
RF <sub>cr</sub> =	1.05	dimensionless,	Creep Reduction Factor	
RF <sub>cc</sub> =	1	dimensionless,	Chemical Clogging Reduction Factor	
RF <sub>bc</sub> =	2	dimensionless,	Biological Clogging Reduction Factor	
FS=	3.0	dimensionless,	Overall Factor of Safety	1

Solution

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#### **Exhibit A - Final Plans & Technical Specifications**

$q_i = k_{cover}$	1.00E-6	(m/sec),	Percolation rate into the drainage layer	
$\theta_{req} = (q_i \times L)/(sin\beta)$	1.38E-4	(m <sup>2</sup> /sec),	Design required transmissivity of the geocomposite layer	
$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS}$	4.14E-4	(m <sup>2</sup> /sec),	Allowable transmissivity of a candidate geocomposite layer	
$\theta_{100} = \theta_{allow} \times RF_{in} \times RF_{cr} \times RF_{cc} \times RF_{bc}$	9.13E-4	(m <sup>2</sup> /sec),	The ultimate 100-hour transmissivity of a candidate geocomposite layer per GRI GC8	

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Logout

## [Equation Sheet]: Landfill Final Cover Drainage Geocomposite Design

**Design Methods and Concepts** 

The final cover geocomposite is relatively close to the surface of the landfill, and is therefore directly affected by short-term inputs from precipitation. The geocomposite is typically overlain by approximately 2-ft (0.6 m) of protective and vegetative soil. The properties of this soil layer can significantly influence how much precipitation impinges on the drainage layer. Thiel and Stewart [1993] describe a relatively simple and conservative method of estimating the amount of liquid that may percolate into the drainage layer. Their approach has since been labeled the "unit gradient" method. The basis for this method is that for the critical condition it can be assumed that the cover soil is saturated, and water from continued rains will percolate vertically through the cover soil. Since the head on top of the cover soil is practically zero (due to runoff), the gradient through the cover soil is unity. The infiltration rate is considered to be equal to the permeability of cover soil (kcover). Therefore Darcy's law gives the inflow percolation as (see also Figure 4.1):

$$Q_{in} = k_{cover} \times i_{in} \times A \tag{4.1}$$

Where,

Q<sub>in</sub> = inflow percolation rate (m<sup>3</sup>/sec)

i<sub>in</sub> = inflow gradient = 1

 $A = area (m^2)$ 

If we examine a unit width of the cover slope, the area would be equal to the slope length (or distance between drainage outlets), L, times the unit width. Therefore,

$$Q_{in} = k_{cover} \times L \tag{4.2}$$

If we desire that all flow that infiltrates down to the drainage geocomposite is carried entirely by the geocomposite (i.e., head above the geomembrane is less than or equal to thickness of the geocomposite), then the limiting flow condition at the downstream end of the geocomposite (per unit width) would be:

$$Q_{out} = k_{comp} \times i_{out} \times A = k_{comp} \times t \times i_{out} \times 1$$

$$Q_{out} = \theta \times \sin\beta$$
(4.3)

Where.

Qout = the flow rate coming out of the drainage geocomposite (m<sup>3</sup>/sec-m)

 $\theta_{req}$  = the transmissivity of the geocomposite (m<sup>3</sup>/sec-m)

 $i_{\mbox{Out}}$  = the gradient of the flow within geocomposite = sin  $\beta$ 

 $\beta$  = the slope angle

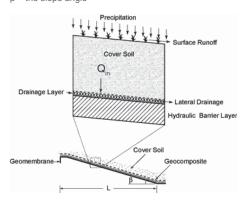


Figure 4.1 Disposition of precipitation in a typical final cover system

4(H):1(V) Slope

Length: 33.5 m (110ft)

Soil: 8x10-5 cm/s

Geocomposite

275 mil Total Thickness

#### **Exhibit A - Final Plans & Technical Specifications**

By establishing that Qin = Qout, an equation can be written solving for the required transmissivity of the geocomposite, as follows:

$$\theta_{\text{req}} = k_{\text{cover}} \times L / \sin\beta \tag{4.4}$$

Examining equation 4.4, we see that required transmissivity is a function of the inflow percolation, slope length, and slope angle. A typical underdrain outlet design for a bench location is presented in Figure 4.2.

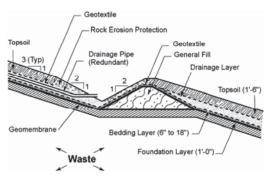


Figure 4.2 Typical underdrain outlet at bench

The allowable transmissibity of geocomposite is

$$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS} \tag{4.5}$$

The ultimate 100 hour transmissivity test value is calculated as follows

$$\theta_{100} = \theta_{\text{allow}} \times \text{RF}_{\text{IN}} \times \text{RF}_{\text{CREEP}} \times \text{RF}_{\text{CC}} \times \text{RF}_{\text{BC}}$$
(4.6)

Table 4.1 Recommended Reduction Factor and Safety Factor

	,				
RF <sub>IN</sub>	Intrusion Reduction Factor	1.0 - 1.2 (1)			
RF <sub>CREEP</sub>	Creep Reduction Factor	Manufacturer Data			
RFcc	Chemical Clogging Reduction Factor	1.0 - 1.2 <sup>(2)</sup>			
RF <sub>BC</sub>	Biological Clogging Reduction Factor	1.2 - 3.5 <sup>(2)</sup>			
FS	Overall Factor of Safety	2.0 - 3.0 <sup>(3)</sup>			
(1) Intrusion reduction factor from 100 hour to design life. Giroud, et. al. (2000) (2) GRI - GC8 (3) FS value = 2-3. Giroud, et. al (2000)					

#### **Equation Sheet**

#### Choose Input Parameter Values

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L	L =	33.5	(meter),	Max. horizontal drainage length of slope (or distance between drainage benches/ditches)		
	$\beta = 14.039$ (degree),		(degree),	Slope angle		
	k <sub>cover</sub> =	8.00E-5	(cm/sec),	Permeability of cover protective soil		
	γ <sub>cover</sub> =	18.4	kN/m <sup>3</sup>	Unit weight of cover protective soil		
	T <sub>cover</sub> =	0.61	(meter),	Thickness of cover protective soil		
	RF <sub>in</sub> =	1.05	dimensionless,	Intrusion Reduction Factor		
	RF <sub>cr</sub> =	1.05	dimensionless,	Creep Reduction Factor		
	RF <sub>cc</sub> =	1	dimensionless,	Chemical Clogging Reduction Factor		
	RF <sub>bc</sub> = 2 dimensionless,		dimensionless,	Biological Clogging Reduction Factor		
	FS=	3.0	dimensionless,	Overall Factor of Safety		

Solution

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#### **Exhibit A - Final Plans & Technical Specifications**

	$q_i = k_{cover}$	8.00E-7	(m/sec),	Percolation rate into the drainage layer	
	$\theta_{req} = (q_i \times L)/(sin\beta)$	1.10E-4	(m²/sec),	Design required transmissivity of the geocomposite layer	
	$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS}$	3.30E-4	(m <sup>2</sup> /sec),	Allowable transmissivity of a candidate geocomposite layer	
ľ	$\theta_{100} = \theta_{allow} \times RF_{in} \times RF_{cr} \times RF_{cc} \times RF_{bc}$	7.28E-4	(m²/sec),	The ultimate 100-hour transmissivity of a candidate geocomposite layer per GRI GC8	

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Geocomposite Calculation 4(H):1(V) slopes – 128 ft length



[Equation Sheet]: Landfill Final Cover Drainage Geocomposite Design

**Design Methods and Concepts** 

The final cover geocomposite is relatively close to the surface of the landfill, and is therefore directly affected by short-term inputs from precipitation. The geocomposite is typically overlain by approximately 2-ft (0.6 m) of protective and vegetative soil. The properties of this soil layer can significantly influence how much precipitation impinges on the drainage layer. Thiel and Stewart [1993] describe a relatively simple and conservative method of estimating the amount of liquid that may percolate into the drainage layer. Their approach has since been labeled the "unit gradient" method. The basis for this method is that for the critical condition it can be assumed that the cover soil is saturated, and water from continued rains will percolate vertically through the cover soil. Since the head on top of the cover soil is practically zero (due to runoff), the gradient through the cover soil is unity. The infiltration rate is considered to be equal to the permeability of cover soil (k<sub>cover</sub>). Therefore Darcy's law gives the inflow percolation as (see also Figure 4.1):

 $Q_{in} = k_{cover} \times i_{in} \times A \tag{4.1}$ 

Where,

Q<sub>in</sub> = inflow percolation rate (m<sup>3</sup>/sec)

i<sub>in</sub> = inflow gradient = 1

 $A = area (m^2)$ 

If we examine a unit width of the cover slope, the area would be equal to the slope length (or distance between drainage outlets), L, times the unit width. Therefore,

$$Q_{in} = k_{cover} \times L \tag{4.2}$$

If we desire that all flow that infiltrates down to the drainage geocomposite is carried entirely by the geocomposite (i.e., head above the geomembrane is less than or equal to thickness of the geocomposite), then the limiting flow condition at the downstream end of the geocomposite (per unit width) would be:

$$Q_{out} = k_{comp} \times i_{out} \times A = k_{comp} \times t \times i_{out} \times 1$$

$$Q_{out} = \theta \times \sin\beta$$
(4.3)

Where.

Qout = the flow rate coming out of the drainage geocomposite (m<sup>3</sup>/sec-m)

 $\theta req$  = the transmissivity of the geocomposite (m³/sec-m)

 $i_{\mbox{Out}}$  = the gradient of the flow within geocomposite = sin  $\beta$ 

 $\beta$  = the slope angle

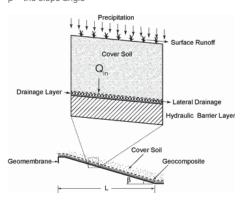


Figure 4.1 Disposition of precipitation in a typical final cover system

Logout 4(H):1(V) Slope

Length: 39m (128 ft)

Soil: 1x10-4 cm/s

Geocomposite

275 mil Total Thickness

## Page 2 of 3 Attachment #1 Page 329 of 432

#### **Exhibit A - Final Plans & Technical Specifications**

By establishing that Qin = Qout, an equation can be written solving for the required transmissivity of the geocomposite, as follows:

$$\theta_{\text{req}} = k_{\text{cover}} \times L / \sin\beta \tag{4.4}$$

Examining equation 4.4, we see that required transmissivity is a function of the inflow percolation, slope length, and slope angle. A typical underdrain outlet design for a bench location is presented in Figure 4.2.

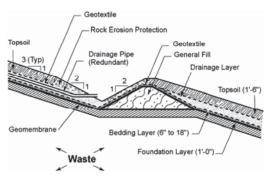


Figure 4.2 Typical underdrain outlet at bench

The allowable transmissibity of geocomposite is

$$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS} \tag{4.5}$$

The ultimate 100 hour transmissivity test value is calculated as follows

$$\theta_{100} = \theta_{\text{allow}} \times \text{RF}_{\text{IN}} \times \text{RF}_{\text{CREEP}} \times \text{RF}_{\text{CC}} \times \text{RF}_{\text{BC}}$$
(4.6)

Table 4.1 Recommended Reduction Factor and Safety Factor

RF <sub>IN</sub>	Intrusion Reduction Factor	1.0 - 1.2 <sup>(1)</sup>			
RF <sub>CREEP</sub>	Creep Reduction Factor	Manufacturer Data			
RFcc	Chemical Clogging Reduction Factor	1.0 - 1.2 <sup>(2)</sup>			
RF <sub>BC</sub>	Biological Clogging Reduction Factor	1.2 - 3.5 <sup>(2)</sup>			
FS	Overall Factor of Safety	2.0 - 3.0 <sup>(3)</sup>			
(1) Intrusion reduction factor from 100 hour to design life. Giroud, et. al. (2000) (2) GRI - GC8 (3) FS value = 2-3. Giroud, et. al (2000)					

#### **Equation Sheet**

#### **Choose Input Parameter Values**

	onocoo mpar i	urumotor valuoo			
	L =	39	(meter),	Max. horizontal drainage length of slope (or distance between drainage benches/ditches)	⌋
	β =	14.039	(degree),	Slope angle	
	k <sub>cover</sub> =	1.00E-4	(cm/sec),	Permeability of cover protective soil	]
Ī	γ <sub>cover</sub> =	18.4	kN/m <sup>3</sup>	Unit weight of cover protective soil	_
	T <sub>cover</sub> =	0.61	(meter),	Thickness of cover protective soil	
	RF <sub>in</sub> =	1.05	dimensionless,	Intrusion Reduction Factor	
	RF <sub>cr</sub> =	1.05	dimensionless,	Creep Reduction Factor	
	RF <sub>cc</sub> =	1	dimensionless,	Chemical Clogging Reduction Factor	
	RF <sub>bc</sub> =	2	dimensionless,	Biological Clogging Reduction Factor	
	FS=	3.0	dimensionless,	Overall Factor of Safety	

Solution I I I

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Attachment #1
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#### **Exhibit A - Final Plans & Technical Specifications**

$q_i = k_{cover}$	1.00E-6	(m/sec),	Percolation rate into the drainage layer
$\theta_{req} = (q_i \times L)/(sin\beta)$	1.61E-4	(m <sup>2</sup> /sec),	Design required transmissivity of the geocomposite layer
$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS}$	4.83E-4	(m <sup>2</sup> /sec),	Allowable transmissivity of a candidate geocomposite layer
$\theta_{100} = \theta_{allow} \times RF_{in} \times RF_{cr} \times RF_{cc} \times RF_{bc}$	1.07E-3	(m <sup>2</sup> /sec),	The ultimate 100-hour transmissivity of a candidate geocomposite layer per GRI GC8

Select a GSE Product | Additional Questions

#### **Exhibit A - Final Plans & Technical Specifications**



Logout

## [Equation Sheet]: Landfill Final Cover Drainage Geocomposite Design

**Design Methods and Concepts** 

The final cover geocomposite is relatively close to the surface of the landfill, and is therefore directly affected by short-term inputs from precipitation. The geocomposite is typically overlain by approximately 2-ft (0.6 m) of protective and vegetative soil. The properties of this soil layer can significantly influence how much precipitation impinges on the drainage layer. Thiel and Stewart [1993] describe a relatively simple and conservative method of estimating the amount of liquid that may percolate into the drainage layer. Their approach has since been labeled the "unit gradient" method. The basis for this method is that for the critical condition it can be assumed that the cover soil is saturated, and water from continued rains will percolate vertically through the cover soil. Since the head on top of the cover soil is practically zero (due to runoff), the gradient through the cover soil is unity. The infiltration rate is considered to be equal to the permeability of cover soil (k<sub>cover</sub>). Therefore Darcy's law gives the inflow percolation as (see also Figure 4.1):

$$Q_{in} = k_{cover} \times i_{in} \times A \tag{4.1}$$

Where,

Q<sub>in</sub> = inflow percolation rate (m<sup>3</sup>/sec)

i<sub>in</sub> = inflow gradient = 1

 $A = area (m^2)$ 

If we examine a unit width of the cover slope, the area would be equal to the slope length (or distance between drainage outlets), L, times the unit width. Therefore,

$$Q_{in} = k_{cover} \times L \tag{4.2}$$

If we desire that all flow that infiltrates down to the drainage geocomposite is carried entirely by the geocomposite (i.e., head above the geomembrane is less than or equal to thickness of the geocomposite), then the limiting flow condition at the downstream end of the geocomposite (per unit width) would be:

$$Q_{out} = k_{comp} \times i_{out} \times A = k_{comp} \times t \times i_{out} \times 1$$

$$Q_{out} = \theta \times \sin\beta$$
(4.3)

Where.

Qout = the flow rate coming out of the drainage geocomposite (m<sup>3</sup>/sec-m)

 $\theta_{req}$  = the transmissivity of the geocomposite (m<sup>3</sup>/sec-m)

 $i_{\mbox{Out}}$  = the gradient of the flow within geocomposite = sin  $\beta$ 

 $\beta$  = the slope angle

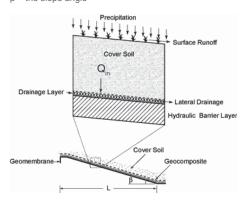


Figure 4.1 Disposition of precipitation in a typical final cover system

4(H):1(V) Slope

Length: 39 m (128 ft)

Soil: 8x10-5 cm/s

Geocomposite

300 mil Total Thickness

## Page 2 of 3 Attachment #1 Page 332 of 432

#### **Exhibit A - Final Plans & Technical Specifications**

By establishing that Qin = Qout, an equation can be written solving for the required transmissivity of the geocomposite, as follows:

$$\theta_{\text{req}} = k_{\text{cover}} \times L / \sin\beta \tag{4.4}$$

Examining equation 4.4, we see that required transmissivity is a function of the inflow percolation, slope length, and slope angle. A typical underdrain outlet design for a bench location is presented in Figure 4.2.

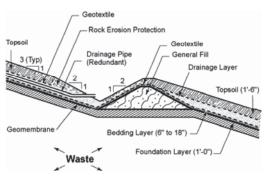


Figure 4.2 Typical underdrain outlet at bench

The allowable transmissibity of geocomposite is

$$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS} \tag{4.5}$$

The ultimate 100 hour transmissivity test value is calculated as follows

$$\theta_{100} = \theta_{\text{allow}} \times \text{RF}_{\text{IN}} \times \text{RF}_{\text{CREEP}} \times \text{RF}_{\text{CC}} \times \text{RF}_{\text{BC}}$$
(4.6)

Table 4.1 Recommended Reduction Factor and Safety Factor

RF <sub>IN</sub>	Intrusion Reduction Factor	1.0 - 1.2 <sup>(1)</sup>			
RF <sub>CREEP</sub>	Creep Reduction Factor	Manufacturer Data			
RF <sub>CC</sub>	Chemical Clogging Reduction Factor	1.0 - 1.2 (2)			
RF <sub>BC</sub>	Biological Clogging Reduction Factor	1.2 - 3.5 <sup>(2)</sup>			
FS	Overall Factor of Safety	2.0 - 3.0 (3)			
(1) Intrusion reduction factor from 100 hour to design life. Giroud, et. al. (2000) (2) GRI - GC8 (3) FS value = 2-3. Giroud, et. al (2000)					

#### **Equation Sheet**

#### Choose Input Parameter Values

onooo mpar i aramoroi valaeo							
L =	_ = 39 (meter),		Max. horizontal drainage length of slope (or distance between drainage benches/ditches)				
β =	= 14.039 (degree),		Slope angle				
k <sub>cover</sub> =	8.00E-5 (cm/sec),		Permeability of cover protective soil				
γ <sub>cover</sub> =	$\gamma_{\text{cover}} = \boxed{18.4}$ kN		Unit weight of cover protective soil				
T <sub>cover</sub> =	0.61	(meter),	Thickness of cover protective soil				
RF <sub>in</sub> =	1.05	dimensionless,	Intrusion Reduction Factor				
RF <sub>cr</sub> =	1.05	dimensionless,	Creep Reduction Factor				
RF <sub>cc</sub> =	1	dimensionless,	Chemical Clogging Reduction Factor				
RF <sub>bc</sub> =	2	dimensionless,	Biological Clogging Reduction Factor				
FS=	3.0	dimensionless,	Overall Factor of Safety				

Solution

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#### **Exhibit A - Final Plans & Technical Specifications**

$q_i = k_{cover}$	8.00E-7	(m/sec),	Percolation rate into the drainage layer	1
$\theta_{\text{req}} = (q_i \times L)/(\sin\beta)$	1.29E-4	(m²/sec),	Design required transmissivity of the geocomposite layer	
$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS}$	3.87E-4	(m <sup>2</sup> /sec),	Allowable transmissivity of a candidate geocomposite layer	
$\theta_{100} = \theta_{allow} \times RF_{in} \times RF_{cr} \times RF_{cc} \times RF_{bc}$	8.53E-4	(m²/sec),	The ultimate 100-hour transmissivity of a candidate geocomposite layer per GRI GC8	

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Geocomposite Calculation 3(H):1(V) slopes – 105 ft length



Logout

## [Equation Sheet]: Landfill Final Cover Drainage Geocomposite Design

**Design Methods and Concepts** 

The final cover geocomposite is relatively close to the surface of the landfill, and is therefore directly affected by short-term inputs from precipitation. The geocomposite is typically overlain by approximately 2-ft (0.6 m) of protective and vegetative soil. The properties of this soil layer can significantly influence how much precipitation impinges on the drainage layer. Thiel and Stewart [1993] describe a relatively simple and conservative method of estimating the amount of liquid that may percolate into the drainage layer. Their approach has since been labeled the "unit gradient" method. The basis for this method is that for the critical condition it can be assumed that the cover soil is saturated, and water from continued rains will percolate vertically through the cover soil. Since the head on top of the cover soil is practically zero (due to runoff), the gradient through the cover soil is unity. The infiltration rate is considered to be equal to the permeability of cover soil (k<sub>cover</sub>). Therefore Darcy's law gives the inflow percolation as (see also Figure 4.1):

$$Q_{in} = k_{cover} \times i_{in} \times A \tag{4.1}$$

Where,

Q<sub>in</sub> = inflow percolation rate (m<sup>3</sup>/sec)

i<sub>in</sub> = inflow gradient = 1

 $A = area (m^2)$ 

If we examine a unit width of the cover slope, the area would be equal to the slope length (or distance between drainage outlets), L, times the unit width. Therefore,

$$Q_{in} = k_{cover} \times L \tag{4.2}$$

If we desire that all flow that infiltrates down to the drainage geocomposite is carried entirely by the geocomposite (i.e., head above the geomembrane is less than or equal to thickness of the geocomposite), then the limiting flow condition at the downstream end of the geocomposite (per unit width) would be:

$$Q_{out} = k_{comp} \times i_{out} \times A = k_{comp} \times t \times i_{out} \times 1$$

$$Q_{out} = \theta \times \sin\beta$$
(4.3)

Where.

Qout = the flow rate coming out of the drainage geocomposite (m<sup>3</sup>/sec-m)

 $\theta_{\text{req}}$  = the transmissivity of the geocomposite (m<sup>3</sup>/sec-m)

 $i_{\mbox{Out}}$  = the gradient of the flow within geocomposite = sin  $\beta$ 

 $\beta$  = the slope angle

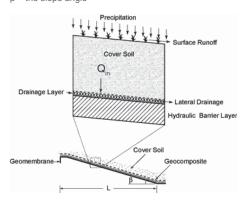


Figure 4.1 Disposition of precipitation in a typical final cover system

3(H):1(V) Slope

Length: 32m (105 ft)

Soil: 1x10-4 cm/s

Geocomposite

250 mil Total Thickness

## Page 2 of 3 Attachment #1 Page 336 of 432

#### **Exhibit A - Final Plans & Technical Specifications**

By establishing that Qin = Qout, an equation can be written solving for the required transmissivity of the geocomposite, as follows:

$$\theta_{\text{req}} = k_{\text{cover}} \times L / \sin\beta \tag{4.4}$$

Examining equation 4.4, we see that required transmissivity is a function of the inflow percolation, slope length, and slope angle. A typical underdrain outlet design for a bench location is presented in Figure 4.2.

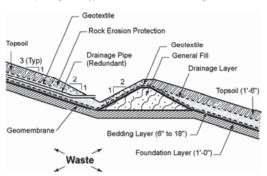


Figure 4.2 Typical underdrain outlet at bench

The allowable transmissibity of geocomposite is

$$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS} \tag{4.5}$$

The ultimate 100 hour transmissivity test value is calculated as follows

$$\theta_{100} = \theta_{\text{allow}} \times \text{RF}_{\text{IN}} \times \text{RF}_{\text{CREEP}} \times \text{RF}_{\text{CC}} \times \text{RF}_{\text{BC}}$$
(4.6)

Table 4.1 Recommended Reduction Factor and Safety Factor

RFIN	Intrusion Reduction Factor	1.0 - 1.2 (1)			
RF <sub>CREEP</sub>	Creep Reduction Factor	Manufacturer Data			
RF <sub>CC</sub>	Chemical Clogging Reduction Factor	1.0 - 1.2 (2)			
RF <sub>BC</sub>	Biological Clogging Reduction Factor	1.2 - 3.5 (2)			
FS	Overall Factor of Safety	2.0 - 3.0 (3)			
(1) Intrusion reduction factor from 100 hour to design life. Giroud, et. al. (2000) (2) GRI - GC8 (3) FS value = 2-3. Giroud, et. al (2000)					

#### **Equation Sheet**

#### Choose Input Parameter Values

	Onload input i didinicial values						
	L = 32 (meter),		(meter),	Max. horizontal drainage length of slope (or distance between drainage benches/ditches)			
$\overline{}$	β=	$\beta = 18.43$ (degree),		Slope angle			
	k <sub>cover</sub> = 1.00E-4 (cm/sec), Permea		(cm/sec),	Permeability of cover protective soil			
	γ <sub>cover</sub> =	$\gamma_{cover} = \begin{bmatrix} 18.4 & kN/m^3 \end{bmatrix}$		Unit weight of cover protective soil			
	T <sub>cover</sub> =	$T_{cover} = \boxed{0.61}$ (meter),		Thickness of cover protective soil			
			dimensionless,	Intrusion Reduction Factor			
			dimensionless,	Creep Reduction Factor			
	RF <sub>cc</sub> =	1	dimensionless,	Chemical Clogging Reduction Factor			
	RF <sub>bc</sub> =	2	dimensionless,	Biological Clogging Reduction Factor			
	FS=	3.0	dimensionless,	Overall Factor of Safety			

Solution

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#### **Exhibit A - Final Plans & Technical Specifications**

ΙĴ	$q_i = k_{cover}$	1.00E-6	(m/sec),	Percolation rate into the drainage layer
	$\theta_{req} = (q_i \times L)/(sin\beta)$	1.01E-4	(m <sup>2</sup> /sec),	Design required transmissivity of the geocomposite layer
	$\theta_{\text{allow}} = \theta_{\text{reo}} \times \text{FS}$	3.03E-4	(m <sup>2</sup> /sec).	Allowable transmissivity of a candidate geocomposite layer
	$\theta_{100} = \theta_{\text{allow}} \times \text{RF}_{\text{in}} \times \text{RF}_{\text{cr}} \times \text{RF}_{\text{cc}} \times \text{RF}_{\text{bc}}$	6.68E-4	(m <sup>2</sup> /sec),	The ultimate 100-hour transmissivity of a candidate geocomposite layer per GRI GC8

Select a GSE Product | Additional Questions

#### **Exhibit A - Final Plans & Technical Specifications**



(Equation Sheet): Landfill Final Cover Drainage Geocomposite Design

**Design Methods and Concepts** 

The final cover geocomposite is relatively close to the surface of the landfill, and is therefore directly affected by short-term inputs from precipitation. The geocomposite is typically overlain by approximately 2-ft (0.6 m) of protective and vegetative soil. The properties of this soil layer can significantly influence how much precipitation impinges on the drainage layer. Thiel and Stewart [1993] describe a relatively simple and conservative method of estimating the amount of liquid that may percolate into the drainage layer. Their approach has since been labeled the "unit gradient" method. The basis for this method is that for the critical condition it can be assumed that the cover soil is saturated, and water from continued rains will percolate vertically through the cover soil. Since the head on top of the cover soil is practically zero (due to runoff), the gradient through the cover soil is unity. The infiltration rate is considered to be equal to the permeability of cover soil (kcover). Therefore Darcy's law gives the inflow percolation as (see also Figure 4.1):

 $Q_{in} = k_{cover} \times i_{in} \times A \tag{4.1}$ 

Where,

Q<sub>in</sub> = inflow percolation rate (m<sup>3</sup>/sec)

i<sub>in</sub> = inflow gradient = 1

 $A = area (m^2)$ 

If we examine a unit width of the cover slope, the area would be equal to the slope length (or distance between drainage outlets), L, times the unit width. Therefore,

$$Q_{in} = k_{cover} \times L \tag{4.2}$$

If we desire that all flow that infiltrates down to the drainage geocomposite is carried entirely by the geocomposite (i.e., head above the geomembrane is less than or equal to thickness of the geocomposite), then the limiting flow condition at the downstream end of the geocomposite (per unit width) would be:

$$Q_{out} = k_{comp} \times i_{out} \times A = k_{comp} \times t \times i_{out} \times 1$$

$$Q_{out} = \theta \times \sin\beta$$
(4.3)

Where.

Qout = the flow rate coming out of the drainage geocomposite (m<sup>3</sup>/sec-m)

 $\theta_{req}$  = the transmissivity of the geocomposite (m<sup>3</sup>/sec-m)

 $i_{\mbox{Out}}$  = the gradient of the flow within geocomposite = sin  $\beta$ 

 $\beta$  = the slope angle

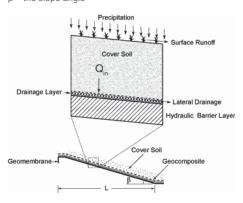


Figure 4.1 Disposition of precipitation in a typical final cover system

3(H):1(V) Slope

Logout

Length: 32 m (105 ft)

Soil: x10-5cm/s

Geocomposite

250 mil Total Thickness

## Page 2 of 3 Attachment #1 Page 339 of 432

#### **Exhibit A - Final Plans & Technical Specifications**

By establishing that Qin = Qout, an equation can be written solving for the required transmissivity of the geocomposite, as follows:

$$\theta_{\text{req}} = k_{\text{cover}} \times L / \sin\beta \tag{4.4}$$

Examining equation 4.4, we see that required transmissivity is a function of the inflow percolation, slope length, and slope angle. A typical underdrain outlet design for a bench location is presented in Figure 4.2.

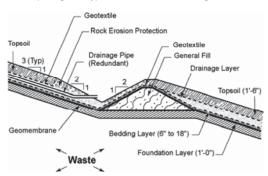


Figure 4.2 Typical underdrain outlet at bench

The allowable transmissibity of geocomposite is

$$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS}$$
 (4.5)

The ultimate 100 hour transmissivity test value is calculated as follows

$$\theta_{100} = \theta_{\text{allow}} \times \text{RF}_{\text{IN}} \times \text{RF}_{\text{CREEP}} \times \text{RF}_{\text{CC}} \times \text{RF}_{\text{BC}}$$
(4.6)

Table 4.1 Recommended Reduction Factor and Safety Factor

RF <sub>IN</sub>	Intrusion Reduction Factor	1.0 - 1.2 (1)				
$RF_CREEP$	Creep Reduction Factor	Manufacturer Data				
RF <sub>CC</sub>	Chemical Clogging Reduction Factor	1.0 - 1.2 (2)				
RF <sub>BC</sub>	Biological Clogging Reduction Factor	1.2 - 3.5 <sup>(2)</sup>				
FS	Overall Factor of Safety	2.0 - 3.0 (3)				
(1) Intrusion reduction factor from 100 hour to design life. Giroud, et. al. (2000) (2) GRI - GC8 (3) FS value = 2-3. Giroud, et. al (2000)						

#### **Equation Sheet**

#### **Choose Input Parameter Values**

Under the first transfer values							
	L = 32 (meter),			Max. horizontal drainage length of slope (or distance between drainage benches/ditches)			
$\square$	β=	18.43	(degree),	Slope angle			
	k <sub>cover</sub> =	8.00E-5	(cm/sec),	Permeability of cover protective soil			
	$\gamma_{cover} =$	18.4	kN/m <sup>3</sup>	Unit weight of cover protective soil			
	T <sub>cover</sub> = 0.61		(meter),	Thickness of cover protective soil			
	RF <sub>in</sub> =	1.05	dimensionless,	Intrusion Reduction Factor			
	RF <sub>cr</sub> =	1.05	dimensionless,	Creep Reduction Factor			
	RF <sub>cc</sub> =	1	dimensionless,	Chemical Clogging Reduction Factor			
	RF <sub>bc</sub> =	2	dimensionless,	Biological Clogging Reduction Factor			
ſ	FS=	3.0	dimensionless,	Overall Factor of Safety			

Solution

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#### **Exhibit A - Final Plans & Technical Specifications**

$q_i = k_{cover}$	8.00E-7	(m/sec),	Percolation rate into the drainage layer	
$\theta_{req} = (q_i \times L)/(sin\beta)$	8.10E-5	(m <sup>2</sup> /sec),	Design required transmissivity of the geocomposite layer	
$\theta_{\text{allow}} = \theta_{\text{req}} \times \text{FS}$	2.43E-4	(m <sup>2</sup> /sec),	Allowable transmissivity of a candidate geocomposite layer	
$\theta_{100} = \theta_{allow} \times RF_{in} \times RF_{cr} \times RF_{cc} \times RF_{bc}$	5.36E-4	(m <sup>2</sup> /sec),	The ultimate 100-hour transmissivity of a candidate geocomposite layer per GRI GC8	

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## **EXHIBIT B**

August 4, 2017

Joseph O,Neill, P.E. Civil Design Services, Inc. 11012 N. Ridgedale Road Temple Terrace, FL 33617

RE: FabriNet Geocomposite Transmissivity – ASTM D 4716 Test Results

Leon Co. LF, Phase C&D Closure, Tallahassee, Florida

Dear Mr. O'Neill,

As requested, GSE Environmental, LLC has summarized the certified transmissivity test results for the FabriNet Geocomposites listed below. FabriNet 275-6-6 and FabriNet 250-6-6 Geocomposites are 275 and 300 mil thick bi-planar geonet structures with 6 oz/SY nonwoven geotextiles heat laminated to each side. Testing was conducted in accordance with ASTM D 4716 Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head.

Please note that the following Transmissivity test results are based on these boundary conditions: 100-hours using water at 20°C (68°F) between Ottawa Sand/Geocomposite/Geomembrane boundaries with a 500 pounds per square foot (psf) normal load applied.

Design	Drainage			Transmissiv	ity
Scenario	Length (ft)	Gradient	Geocomposite	(m²/s)	-
Α	128	0.25	FabriNet 275-6-6	1.3x10 <sup>-3</sup>	275 mil Thickness
В	110	0.25	FabriNet 275-6-6	1.3x10 <sup>-3</sup>	275 mil Thickness
С	105	0.30	FabriNet 250-6-6	$8.0x10^{-4}$	250 mil Thickness

In regards to Intrusion and Creep Reduction Factors, 1.05 is a typical value for both factors using GSE FabriNet 275 and 250 Geocomposites under a 500 psf normal load in a landfill closure cap application. Please contact me at (404) 596-1838 should you wish to discuss or have questions.

Respectfully,

Clay Reichert, P.E. Technical Manager

# **EXHIBIT C**

# Attachment #1 Page 344 of 432

11012 N. Ridgedale Road Temple Terrace, Florida 33617 (813) 629-1965 office (813) 914-7347 fax

October 29, 2017 Project No. 17-01-0212.01

Mr. John Locklear, P.G.
President, Locklear & Associates, Inc.
4140 NW 37<sup>th</sup> Place, Suite A
Gainesville, Florida 32606

## **RE:** Geocomposite Geotextile Compatibility using Ash Borrow Pit Soils

Leon County Class I and III Landfill Closure Leon County, Florida

Dear Mr. Locklear,

Civil Design Services, Inc. (CDS) is submitting the following Geocomposite geotextile Compatibility Report (Report) to Locklear & Associates, Inc. (L&A) for using the Ash Borrow Pit soils as part of the closure cap system on the Class I and III disposal areas at the Leon County Class I and III Solid Waste Management Facility (Facility), located in Leon County, Florida. This Report summarizes the compatibility evaluation of the soils from the Ash Borrow Pit and a typical geotextile product that would be heat bonded to a HDPE geonet to form a geocomposite drainage material. For the geotechnical testing data on the soils from the Ash Borrow Pit refer to our report dated July 21, 2017.

In our July 21, 2017 Report on the Ash Borrow Pit, the soils were tested in accordance with ASTM D422 to determine the soil, at various depths below land surface (bls), and their respective grain size distribution. Table 1, provided in Attachment A, shows a summary of the all the soil grain size distribution test results from the July 21, 2017 report.

The geotextile filter compatibility, using the average soil gradation of the Ash Borrow Pit soils, along with the methodology and calculations, is shown below;

#### Methodology and Calculations of Geotextile Material with Requested Soil Gradation

The methodology used to evaluate the geotextile compatibility of the Geocomposite is outlined in the "<u>Geotextile Filter Design Guide</u>" (1992) by S.M. Luettich, J.P. Giroud, and R.C. Bachus. The <u>Geotextile Filter Design Guide</u> is provided in <u>Attachment B</u> for reference only. A typical geocomposite has a 6-oz/sy, non-woven, geotextile cover with an AOS Sieve 70 (0.21 mm) {or O<sub>95</sub>} opening size between geotextile fibers.

The <u>Geotextile Filter Design Guide</u> has a nine (9) step evaluation process to evaluate the grain sieve analysis, soil classification, and geotextile properties. The steps for the calculations and evaluation are described below;

#### **Step 1 - Define the Application Filter Requirements**

Define whether the application of the geotextile will "Favor" retention or permeability requirements. Applications that "Favor" retention are characterized when the drainage material (i.e. geonet)

Page 2

requires a high degree of retention of the filter (i.e. the Geocomposite) so as to limit the amount of soils passing through the filter and into the geonet.

**Solution:** Use the evaluation criteria that "Favors" Retention.

#### **Step 2 - Define Boundary Conditions**

Evaluate confining stress and effect on filtration – a) The relative density of the soils will provide resistance to the movement of particles. b) Fine-grained soils could migrate through the filter and into the drainage net. c) high confining pressures could push the geotextile filter material into the geonet of the geocomposite and reduce the flow rate of the geocomposite.

**Solution:** a) The Ash Borrow Pit soils are to be compacted to a minimum of 92% of the Standard Proctor. At 92% compaction the Relative Density (I<sub>d</sub>) of the protective cover soil is "<u>Dense</u>" and used to check the AOS 70 opening size of the geotextile (Refer to Step 3, Table 2).

**Solution:** b) To satisfy Rule 62-701 F.AC., the installed Geocomposite shall be tested per ASTM D4716 for 100 hours to evaluate the effects of placement of the Protective Cover soil over the Geocomposite and the long-term effects from the soil pushing the geotextile into the geonet. The configuration of the test profile should be Plate/Protective Cover Soil/Geocomposite/Geomembrane/Plate to simulate the Closure Cap system. Normal loading should be 250 to 500 psf with the gradient equal to the decimal slope equivalent of the sideslope(s).

#### **Step 3 - Determine Soil Retention Requirements**

Evaluate a) flow condition and b) soil retention criteria to determine AOS of the filter (geotextile)

**Solution:** a) The flow condition is Steady-State (for closure drainage). Dynamic conditions are for wave action and high gradients and are not considered applicable for this Project.

**Solution:** b) soil retention criteria to determine AOS. Use Figure 1 found within the Geotextile Filter Design Guide (provided in Attachment B) to complete soil retention and geotextile compatibility calculations;

- Determine soil percentage of fines Based upon the gradation curves presented in Attachment C, the average of ALL the soils was estimated and calculations were performed in accordance with the criteria shown in Figure 1 from the Geotextile Filter Design Guide.
- 2) Determine percentage of fines Refer to the July 21, 2017 Report by CDS on the Ash Borrow Pit soils.
- 3) Determine Soil Plasticity All soils have tested as NP (non-plastic) Refer to the July 21, 2017 Report by CDS on the Ash Borrow Pit soils.
- 4) The Application "Favors" Retention of soils.

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5) Determine if the soils are "Stable" or "Unstable" - Based upon the soils Coefficient of Curvature ( $Cc = d_{30}^2/(d_{60}*d_{10})$ ). Unstables soils are defined as soils with a gradation of Cc > 3.

Refer to Attachment C for the Grain Sieve Distribution Curves (Upper and Lower boundary) and the estimated Average Grain Distribution. Table 2 below provides a summary of Parameters and AOS determinations using the soil gradations shown the Figure 1 and the geotextile methods described above.

Table 2. Summary of Gradation Parameters and AOS Determination of Requested Gradation

	Grain Size D	istribution Range	
		Avg (mm)	
	D60	0.2	
	D50	0.15	
	D30	0.65	
	D10	0.01	
D30^2/ (D60 * D10)	Сс	211.25	
D60 / D10	Cu	20.00	
	Well Graded Soils	1 <cc<3< td=""><td>** Must meet all</td></cc<3<>	** Must meet all
	Well Graded Gravels	Cu>4	to be Well Graded
	Well Graded Sands	Cu>6	
Result: Poorly Graded S	oil Gradation by USCS Classificati	on; however, Well graded by	Filter definitions
	INSTALLATION FAVORS - R	ETENTION	
	Line drawn through D30 &	D10 to determine d'100 % d'0	
	d'100	5	
	d'0	0.012	
	d'50	0.25	
√ (d'100/ d'0)	Cu'	20.412	
Gentevtlie AOS Determi	ination (AOS {095 less than value	s helow)	
Rel. Density	Cu'>3	095 less than	
New Delibity	Cu > 3	(mm)	
Loose	9	0.110	
Med	13.5	0.165	
Dense	18	0.220	<u></u>

 $Cc=D_{30}^2/(d_{60}*d_{10})$ . C'u =  $\sqrt{d_{100}/d_0}$  – where  $d_{100}$  &  $d_0$  is drawn through the  $D_x$  for either "Stable" or Unstable" soils.  $D_{100}$  and  $D_0$  are the straight line tangents extremes for the gradation projected to 100% and 0% passing.

Based upon the results shown in Table 2, the AOS of the geotextile should be BELOW 0.22 mm. The AOS for a typical 6-oz geotextile is 0.21 mm (AOS 70). Therefore, the geotextile can function as a filter and retain the requested soil gradation.

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# **Step 4 - Determine Geotextile Permeability Requirements**

Determine the geotextile permeability based upon a hydraulic gradient of Is = 1.5 (landfill closure cap).

Kgeotextile > Is \* Ksoil where Kgeotextile = permittivity \* thickness > 1.5 x Ksoil =  $1.5 \text{ sec}^{-1} * 85 \text{ mils } (0.21 \text{ cm})$ =  $0.315 \text{ cm/s } (3x10^{-1} \text{ cm/s})$ 

(non woven geotextile properties

provided in Attachment D)

#### Kgeotextile/1.5 > Ksoil

0.315 cm/s / 1.5 > Ksoil

0.21 cm/s  $(2.1 \times 10^{-1} \text{ cm/s}) > \text{Ksoil}$ 

0.11 cm/s (1.1 x10<sup>-1</sup> cm/s) assuming 50% reducing in thickness after loading.

**Solution**: Based upon the above calculations, the non-woven geotextile should have a permeability of at least 0.11 cm/s ( $1.1 \times 10^{-1} \text{ cm/s}$ ) and also be greater than the permeability of the soil. The Ash Borrow Pit soils tested to-date for the Project, have been well below  $1.1 \times 10^{-1} \text{ cm/s}$ ; therefore the geotextile is acceptable.

#### **Step 5 - Determine Anti-Clogging Requirements**

For anti-clogging criteria select the largest available 0<sub>95</sub> (AOS) available.

**Solution**: Based upon the results shown in Table 2, the AOS of the geotextile should be BELOW 0.22 mm. The AOS for a typical 6-oz geotextile is 0.21 mm (AOS 70). Therefore, the geotextile can function as a filter and retain the requested soil gradation. The 6-oz non-woven geotextile selected has an acceptable AOS and is a commonly available product.

#### **Step 6 - Determine Survivability Requirements**

**Solution:** The survivability of the geotextile is more toward the low contact stress criteria (rounded small sand particles and low confining stress). The compaction will be accomplished by spreading with a dozer, in a single 24-inch lift, and the compaction equipment at least 24-inches from the geotextile. Typical geotextile properties are shown in Table 3 below;

Table 3. Recommended Geotextile Properties.

	Grab Strength	Puncture	Burst Strength	Trapezoidal Tear
	ASTM D4362	ASTMD4833	ASTM3786	ASTM D4533
	(lb)	(1b)	(psi)	(lbs)
High Contact Stress	180	80	290	50
GSE Geotextile	160*	95**	330**	65*
Low Contact Stress	80	25	130	25

<sup>\*</sup> Taken from typical properties sheet.

<sup>\*\*</sup> Historical averages (current values not available): Mullen Burst Strength ASTM D3786 is no longer recognized by ASTM D-35 on Geosynthetics as an acceptable test method. Puncture Strength ASTM D4833 is not recognized by AASHTO M288 and has been replaced with CBR Puncture ASTM D6241.

## Exhibit A - Final Plans & Technical Specifications

Mr. John Locklear, P.G. Geocomposite Geotextile Compatibility using Ash Borrow Pit Soils Page 348 of 432 October 29, 2017 Page 5

Attachment #1

Typical GSE geotextile properties are provided in Attachment D. Several of the ASTM methods are quoted in the Filer Design Guide are dated and no longer accepted by ASTM. Historical valves were found for typical 6-oz geotextiles and provided in Attachment D.

The GSE 6-oz non-woven geotextile will be acceptable from a survivability standpoint.

#### Step 7 - Determine Durability Requirements

Solution: Since the geotextile will be covered with fill material, extended exposure to daylight will be minimized. The application is for a closure cap and there is a 40-mil LLDE geomembrane barrier between the waste material that may generate LFG and the geotextile, chemical capability will not be an issue.

## Step 8 - Miscellaneous Design Considerations

Solution: Other items to be address:

- Geotextile Structure Non-woven geotextile is specified for the Project.
- Intrusion of geotextile into the drainage layer confirmed with 100-hr Transmissivity test.
- Extrusion of fine-grained soil through geotextile Correct AOS specified.
- Abrasion of geotextile due to dynamic action This application is not a dynamic installation.
- Intimate contact with the soil and geotextile Confirmed by Direct Shear Testing.
- Biological and bio-chemical clogging This standard material for Florida closures.
- Safety factors Included in calculations.

#### Step 9 - Select a Geotextile Filter

Solution and Conclusion: The typical 6-oz non-woven geotextile meets or exceeds the filter requirements for the requested granular soil gradation.

Please call with any questions.

Sincerely,

Civil Design Services, Inc.

Joseph H. O'Neitt, P.J.

Vice President

Joseph H. O'Neill P.E.

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Certificate of Authorization 28923

Attachments

Attachment A Table 1 – Summary of Grain Size Test Data

Attachment B Geotextile Filter Design Guide

Attachment C Grain Sieve Distribution Curve & Figure 1(completed with decision pattern)

Attachment D 6-oz Non-Woven Geotextile Properties

# **ATTACHMENT A**

Table 1. Soil Gradation Variation in Sieves for Granular Fill On-Site

									Perce	Percent Passing								
		Avg Gradation	Specifie	Specified Range						=	-Field Borrow	In-Field Borrow Sample Results						
Sieve	Size		Low-Band	High-Band	Range	B-1(2)	B-1(15)	B-2(10)	B-3(4)	B-4(10)	B-4(15)	B-5(10)	B-6(4)	B-6(10)	B-6(20)	B-7(3)	B-7(10)	B-7(15)
	(mm)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
3/4"	19	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
3/8"	9.51	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
<u>₹</u>	4.75	99.35	98.7	100	98.7 - 100	100	8.66	100	100	100	8.66	100	100	99.4	100	100	100	100
<b>.</b> 20	2	99.25	98.5	100	98.5 - 100	100	99.4	100	6.66	100	8.66	99.7	6.66	99.2	6.66	100	6.66	99.1
<b>9</b>	0.85	95.1	90.4	8.66	90.4 - 99.8	8.96	90.5	97.9	98.1	97.9	95.8	97	97.9	6.96	8.66	66	86	92.4
0 <sub>4</sub>	0.425	80.9	63	8.86	63 - 98.8	83	63	89.7	91.2	86.8	82	87.6	89.5	98	98.8	92.4	9.06	70.4
<b>7</b> 9.	0.25	67.25	41.5	93	41.5 - 93	63.6	41.5	75.7	78.9	9.69	61	71.3	74.6	99	95	78.6	72.1	42.9
ND 140	0.106	36.45	20.8	52.1	20.8 - 52.1	26.4	20.8	43.9	50.1	39.9	29.5	34.8	45	34.1	47.9	50.2	36.8	29.4
N₽\$200	0.075	31.1	16.9	45.3	16.9 - 45.3	16.9	19	37.3	43.3	33.4	23.2	27.9	38.3	28.7	38.9	44	30.8	28
64																		

		_	_									
		B-14(15)	(%)	100	100	98.7	98.5	6.96	92.1	80.7	27.8	21.3
		B-13(10)	(%)	100	100	100	6.66	97.6	84.8	65.4	34.7	28.5
		B-13(4)	(%)	100	100	100	100	98.6	06	76.3	52	45.3
		B-12(20)	(%)	100	100	100	8.66	99.2	95.5	83	45.6	38.1
	5	B-12(2)	(%)	100	100	100	100	99.1	91.1	78.1	52.1	44.6
Percent Passing	In-Field Borrow Sample Results	B-11(15)	(%)	100	100	100	8.66	98.7	92.8	79.4	35.9	26.6
Percent	n-Field Borrow	B-10(15)	(%)	100	100	100	6.66	2.66	8.86	93	27.4	19.6
		B-10(10)	(%)	100	100	100	2.66	95.5	71.5	45	23.9	21.8
		B-9(20)	(%)	100	100	8.66	9.66	66	96.4	87.6	40.3	33.3
		B-9(10)	(%)	100	100	100	6.66	98.2	87.9	71.6	41	34.1
		B-8(15)	(%)	100	100	100	6.66	98.5	6.06	76.2	41.3	34
		B-8(4)	(%)	100	100	100	100	98.8	90.2	75.7	46.5	39

# **ATTACHMENT B**

Geotextiles and Geomembranes 11 (1992) 355-370



# Geotextile Filter Design Guide

# S. M. Luettich, J. P. Giroud & R. C. Bachus

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#### ABSTRACT

This paper provides the practicing designer with a comprehensive, systematic approach to solving common filtration design problems. Current filter design procedures often include only permeability and retention criteria. Several other concepts should be incorporated into the design process, such as: (i) consideration of whether permeability or retention is the primary function of a filter within the given application; (ii) quantifying the internal stability of soil; and (iii) addressing survivability and durability issues.

This paper incorporates several recently-developed design concepts, together with currently-used geotextile filter design criteria, into a comprehensive nine-step design methodology. Each step is discussed, specific numerical criteria are given, and information is provided for determining the parameters needed to satisfy the design criteria. The result is a user-oriented document for designing geotextile filters.

#### NOTATION

- In Soil relative density
- k, Soil hydraulic conductivity
- $C_c$  Soil Coefficient of Curvature (=  $(d_{30})^2/(d_{60} \times d_{10})$ )
- d<sub>x</sub> Soil particle size of which x percent is smaller; obtained from the soil particle-size distribution
- $C_{\rm u}$  Soil Coefficient of Uniformity (=  $d_{60}/d_{10}$ )
- $C'_{\rm u}$  Soil linear Coefficient of Uniformity =  $\sqrt{d'_{100}/d'_{0}}$

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Geotextiles and Geomembranes 0266-1144/92/\$05.00 © 1992 Elsevier Science Publishers Ltd, England. Printed in Great Britain.

- $d'_x$  Soil particle size of which x percent is smaller; obtained from a straight-line approximation to the soil particle-size distribution
- PI Soil Plasticity Index
- O<sub>95</sub> Geotextile Apparent Opening Size
- is Hydraulic gradient in the soil
- k<sub>e</sub> Geotextile hydraulic conductivity (permeability)
- $\psi_{g}$  Geotextile permittivity
- t<sub>o</sub> Geotextile thickness

#### INTRODUCTION

Geotextiles are commonly used in applications where their primary function is filtration. Pavement edge drains, dewatering trenches, armored slopes and shorelines, prefabricated drainage panels and leachate collection systems are but a few of the most common applications. Although this function of geotextiles is seeing widespread use, there is still much confusion surrounding proper filtration design procedures.

Many current filter design procedures include only considerations for retention and premeability. Whereas these are undoubtedly important components of the design process, a more comprehensive methodology is required to actually guide the designer through the entire process.

The purpose of this paper is not to revolutionize current filtration design criteria. Rather, this paper provides a framework that incorporates commonly-accepted filter design procedures into a comprehensive, systematic approach to solving common filtration design problems. Additionally, this paper provides the designer with methods for determining the values of the parameters called for by the design criteria.

The design methodology presented in this paper has been largely excerpted and condensed from a companion Geotextile Filter Design Manual (Luettich et al., 1991), also developed by the authors. The Geotextile Filter Design Manual provides supporting theoretical information and several design examples for various applications which demonstrate the comprehensive design methodology.

#### MECHANISMS OF FILTRATION

A filter should prevent excessive migration of soil particles, while at the same time allowing flow of liquid from the soil. The filtration function is therefore summarized by two seemingly conflicting requirements:

- the filter must retain the soil, which implies that the size of the filter pore spaces or openings should be smaller than a specified maximum value; and
- the filter must be permeable enough to allow relatively unimpeded flow into the drainage medium, which implies that the size of the filter pore spaces or openings should be larger than a specified minimum value.

Prior to the introduction of geotextiles, granular materials were exclusively used as filters for geotechnical engineering applications. Geotextile filter requirements are similar to granular filter requirements. In addition to the retention and permeability requirements described previously, several other considerations are required for proper design of geotextile filters. The criteria for geotextile filter selection are summarized as follows:

- a retention criterion to ensure that the geotextile openings are small enough to prevent excessive migration of soil particles;
- a permeability criterion to ensure that the geotextile is permeable enough to allow liquids to pass through it without significant flow impedance;
- an anti-clogging criterion to ensure that the geotextile has a significant number of (i.e., many) openings so that if soil particles block or clog a few openings the permeability of the filter will not be significantly impaired;
- a survivability criterion to ensure that the geotextile is strong enough to survive its installation; and
- a durability criterion to ensure that the geotextile is resistant enough to withstand adverse chemical and ultraviolet light exposure for the design life of the project.

The specific numerical criteria that express the above considerations depend on the application of the filter, the filter boundary conditions, the properties of the soil being filtered, and the construction methods used to install the filter. These factors are discussed in the step-by-step geotextile filter design methodology presented in the following section.

#### DESIGN METHODOLOGY

The proposed design methodology represents a compilation of years of research and experience in geotextile filtration design. The approach is a logical progression through nine steps, as follows:

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- Step 1. Define the application filter requirements
- Step 2. Define boundary conditions
- Step 3. Determine soil retention requirements
- Step 4. Determine geotextile permeability requirements
- Step 5. Determine anti-clogging requirements
- Step 6. Determine survivability requirements
- Step 7. Determine durability requirements
- Step 8. Miscellaneous design considerations
- Step 9. Select a geotextile filter

Detailed discussion of these steps is provided in the subsequent sections of this paper.

## Step 1. Define the application filter requirements

The first step in the design process is to understand what the requirements are for the filter within the intended application. This involves determining what type of drainage material will be used adjacent to the geotextile filter, then defining what the *favored* characteristic (retention or permeability) should be for the given application.

## Identify the drainage material

Typical drainage media include natural materials such as sand or gravel, and geosynthetic materials such as geonets, cuspated drainage cores, and other pre-fabricated drainage materials.

The drainage medium adjacent to the geotextile must be identified for the following reasons:

- drainage media with a large amount of voids or pore volume could influence the selection of the retention criterion;
- drainage media with sharp contact points (such as highly angular gravel) will influence the survivability requirements.

#### Define retention versus permeability trade-off

The drainage medium adjacent to the geotextile often affects the selection of the retention criterion. Due to the conflicting nature of the retention and permeability filter requirements, it is necessary to evaluate whether retention or permeability is the *favored* characteristic of the filter. For example, a drainage material that has relatively little void volume (e.g. a geonet or a strip drain) will require a high degree of retention from the filter. Alternatively, in applications where the drainage material void

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volume is large (e.g. a gravel trench), it may be appropriate to favor the permeability and anti-clogging criteria more than the retention criterion.

## Step 2. Define boundary conditions

## Evaluate confining stress

The confining pressure in the vicinity of the filter is important for the following reasons:

- For coarse-grained soils, high confining pressures tend to increase the relative density  $(I_D)$  of the soil, hence increasing the soil's resistance to particle movement. This affects the selection of retention criteria.
- For fine-grained soils, high confining pressures decrease the hydraulic conductivity of the soil  $(k_s)$ , and increase the potential for the soil to extrude through the geotextile filter.
- For all soil conditions, high confining pressures increase the potential
  for the geotextile and soil mass to intrude into the flow paths of the
  drainage material. This could reduce the flow capacity of the
  drainage media, especially thin geosynthetic drainage cores.

#### Define flow conditions

Flow conditions are defined as being either steady-state or dynamic. It is important to define the flow conditions because the retention criteria for steady-state flow conditions are different than for dynamic flow conditions. Standard dewatering drains, wall drains and leachate collection drains are examples of applications with steady-state flow conditions. Shoreline and coastal embankment protection layers are typical examples of applications where waves and water currents may cause dynamic flow conditions. Pavement edge drains may also experience dynamic flow conditions due to excess pore pressure caused by passing vehicles.

# Step 3. Determine soil retention requirements

Most commonly-used filter design criteria were developed specifically for steady-state flow conditions or dynamic flow conditions. For this reason, two charts have been developed to aid the designer in understanding soil retention criteria. Figure 1 provides the numerical retention criteria for steady-state flow conditions; much of Fig. 1 was obtained from soil retention criteria established by Giroud (1982). Figure

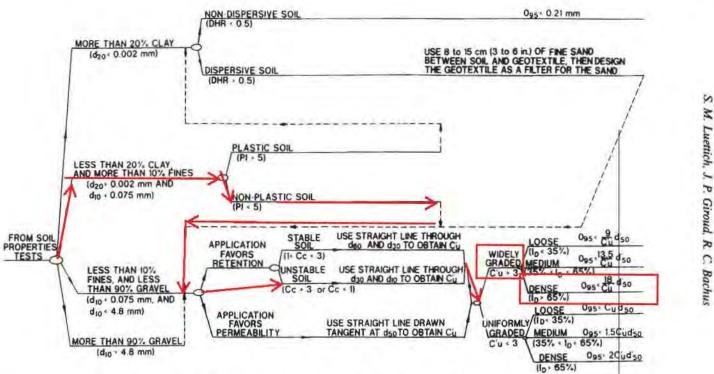


Fig. 1. Soil retention criteria for steady-state flow conditions.

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2 provides the numerical retention criteria for dynamic flow conditions; much of Fig. 2 was derived from soil retention criteria for dynamic flow established by Heerten (1982).

# Define soil particle-size distribution

The particle-size distribution of the soil being filtered should be determined in accordance with American Society for Testing and Materials (ASTM) D 422 test method or equivalent. The particle-size distribution curve is used to determine parameters that are necessary for selection of numerical retention criteria. Figures 1 and 2 indicate the use of particle-size distribution parameters for this purpose. These charts show that the amount of gravel, sand, silt, and/or clay affects the first quantitative step in selection of the retention criteria. For predominantly coarse-grained or non-plastic fine-grained soils, the grain-size distribution curve is used to calculate specific parameters, such as  $C_c$ ,  $C_u$ , and  $C'_u$ , that govern the retention criteria.

## Define soil Atterberg limits

If the soil contains a considerable amount of fine particles, the plasticity index (PI) of the soil should be determined from the Atterberg limits test method ASTM D 4318 or equivalent. Figures 1 and 2 show how to use the PI value for the purpose of selecting appropriate numerical retention criteria for fine-grained soils.

## Define soil dispersion potential

If the soil is predominantly fine-grained and somewhat plastic, the dispersion potential of the soil should be evaluated using the double hydrometer test method ASTM D 4221 or equivalent. Figures 1 and 2 show how to use the double hydrometer ratio (DHR) in selecting appropriate numerical retention criteria.

#### Define soil density conditions

If the soil is predominantly granular, and steady-state flow conditions prevail, then the relative density of the soil should be determined in accordance with ASTM test method D 4254 or equivalent. For non-critical applications, the guidelines provided in Table 1 may be used to estimate the relative density of the soil.

Determine the maximum allowable geotextile opening size (O<sub>95</sub>)

Figures 1 and 2 show that the final step in determining soil retention requirements is to evaluate the maximum allowable opening size  $(O_{95})$  of the geotextile which will provide adequate retention of the soil. The  $O_{95}$ 

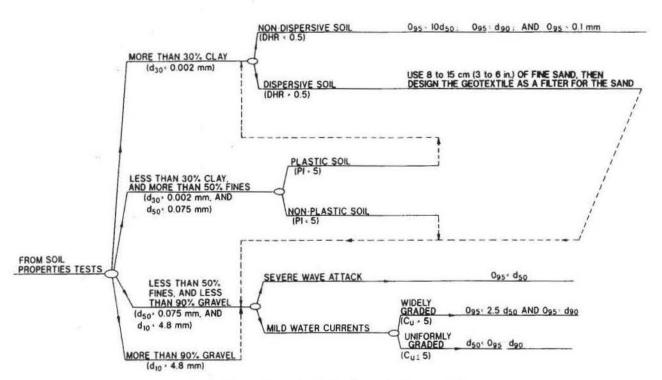


Fig. 2. Soil retention criteria for dynamic flow conditions.

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TABLE 1
Typical Relative Densities  $(I_D)$  for Granular Soils

Soil conditions	Low confining pressures (TYP < 50 kPa)	High confining pressures (TYP > 50 kPa)
Unconsolidated sedimentary deposits	I <sub>D</sub> < 35%	35% < I <sub>D</sub> < 65%
or uncompacted hydraulic fill Consolidated residual deposits or compacted fill	$35\% < I_{\rm D} < 65\%$	$I_{\rm D} > 65\%$

value can be determined from apparent opening size test method ASTM D 4751 or equivalent; this value can also be obtained from geotextile manufacturers' literature.

## Step 4. Determine geotextile permeability requirements

Define the soil hydraulic conductivity (k.)

The soil hydraulic conductivity (permeability) should be determined by one of the following methods:

- For critical applications, such as earth dams, the soil permeability should be measured in the laboratory using representative field conditions in accordance with test method ASTM D 5084 or equivalent.
- For many non-critical applications the soil hydraulic conductivity can be estimated from Fig. 3, using the characteristic particle size, d<sub>15</sub>, of the soil.

Define the hydraulic gradient for the application (i.)

The hydraulic gradient  $(i_s)$  will vary depending on the application of the filter. Anticipated hydraulic gradients for various applications may be estimated using Table 2.

Determine the minimum allowable geotextile permeability (k<sub>o</sub>)

After determining the soil hydraulic conductivity and the hydraulic gradient, the following equation can be used to determine the minimum allowable geotextile permeability (Giroud, 1988):

$$k_{\rm g} > i_{\rm s} k_{\rm s} \tag{1}$$

The hydraulic conductivity (permeability) of the geotextile can be calculated from the permittivity test method ASTM D 4491; this value



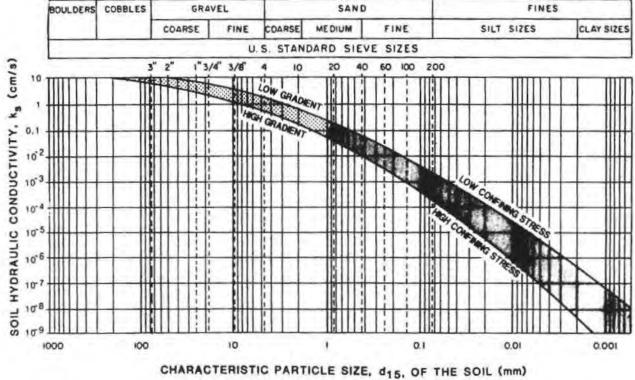


Fig. 3. Typical hydraulic conductivity values.

TABLE 2
Typical Hydraulic Gradients<sup>a</sup>

Drainage application	Typical hydraulic gradient
Standard dewatering trench	1.0
Vertical wall drain	1.5
Pavement edge drain	16
Landfill leachate collection/detection removal system	1.5
Landfill leachate collection removal system	1.5
Landfill closure surface water collection removal system	1.5
Dam toe drains	2
Dam clay cores	3 to > 10
Inland channel protection	16
Shoreline protection	10 <sup>b</sup>
Liquid impoundment with clay liners	>10b

aTable developed after Giroud (1988).

can often be obtained from the manufacturer's literature as well. The geotextile permeability is defined as the product of the permittivity  $(\psi_g)$ , and the geotextile thickness  $(t_g)$ :

$$k_{\rm g} = \psi_{\rm g} t_{\rm g} \tag{2}$$

# Step 5. Determine anti-clogging requirements

As mentioned previously, granular filters, when properly designed, were successfully used for many years prior to the introduction of geotextiles. The opening sizes provided by granular filters are controlled by choosing different sizes of granular media (for example, a uniform fine-sand filter yields smaller openings than a uniform coarse-sand filter). Inherent, however, in all granular filters, despite the size of the particles, are porosity values of approximately 0.25 to 0.35. The successful history of granular filters has often been attributed to the inherent amount of filter pore space (expressed as the porosity multiplied by the filter thickness) provided by granular filters.

It therefore stands to reason that, regardless of the size of the openings, a geotextile filter with many openings (i.e. a significant amount of pore space) is preferable to a similar geotextile filter with only a few openings. Hence, if soil particles block some of the openings, there should remain

<sup>&</sup>lt;sup>b</sup>Critical applications may require designing for higher gradients than those given.

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plenty of openings such that the permeability of the filter is not significantly impaired.

To minimize the risk of clogging, the following criteria should be met:

- Use the largest opening size  $(O_{95})$  that satisfies the retention criteria.
- For nonwoven geotextiles, use the largest porosity (n) available, but not less than 30%.
- For woven geotextiles, use the largest percent open area (POA) available, but not less than 4%.

To further minimize the risk of filter clogging, performance tests may be conducted to evaluate the potential filter behavior with a given soil. Performance tests for filters are subsequently described in the 'Testing for Critical Applications' section of this paper.

#### Step 6. Determine survivability requirements

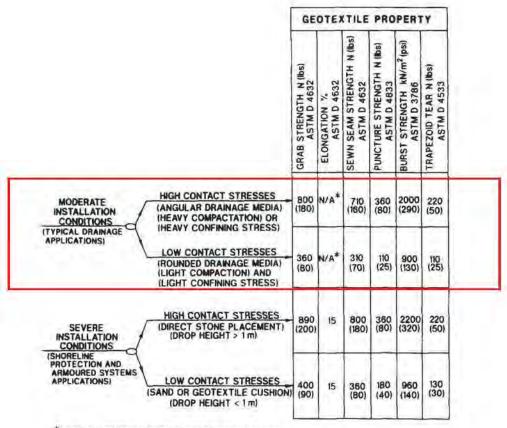
Experience has shown that the type of drainage material placed adjacent to the geotextile, and the construction technique used to place the drainage material can affect the potential damage to the geotextile. The most common technique for ensuring the construction survivability of the geotextile is to specify minimum index strength properties that correspond to the severity of the installation. It is noted that some engineering judgement must be used in defining the severity of the installation.

Figure 4 provides guidance in selecting required geotextile strength properties to ensure survivability for various degrees of installation conditions.

#### Step 7. Determine durability requirements

Some installations or applications of geotextile filters result in extended exposure to sunlight. In these cases, additives such as carbon black or titanium dioxide are recommended to provide the geotextile with added resistance to degradation due to ultraviolet light.

If the geotextile application will result in significant exposure to chemicals (such as in waste-containment landfill applications), the chemical compatibility of the geotextile with the chemicals should be evaluated using the US Environmental Protection Agency (USEPA) 9090 testing procedure.



<sup>\*</sup> NOTE: N/A INDICATES CRITERIA FOR THIS TEST ARE NOT SPECIFIED FOR THESE CONDITIONS.

Fig. 4. Survivability strength requirements (after AASHTO-AGC-ARTBA, 89).

# Step 8. Miscellaneous design considerations

Other considerations which should be addressed in design of geotextile filters are:

- the geotextile structure;
- intrusion of the geotextile into the drainage layer;
- extrusion of fine-grained soil through the geotextile when subjected to high confining pressures;
- · abrasion of the geotextile due to dynamic action;
- · intimate contact of the soil and geotextile;

S. M. Luettich, J. P. Giroud, R. C. Bachus

- · biological and bio-chemical clogging factors; and
- · safety factors.

These topics are mentioned here for completeness, but due to space limitations, they cannot be explained in detail. These factors are, however, discussed in the *Geotextile Filter Design Manual* (Luettich et al., 1991).

#### Step 9. Select a geotextile filter

The design considerations presented in Steps 3 through 8 provide a logical methodology for obtaining the required properties of the geotextile filter. To summarize, these properties are as follows:

- maximum allowable Apparent Opening Size (O<sub>95</sub>) of the geotextile, as described in Step 3;
- minimum allowable permeability  $(k_g)$  or permittivity  $(\psi_g)$  of the geotextile, as described in Step 4;
- minimum allowable porosity (n), or percent open area (POA), of the geotextile, as described in Step 5;
- minimum allowable physical strength requirements of the geotextile as described in Step 6;
- guidance to help ensure adequate durability of the geotextile, as described in Step 7;
- miscellaneous considerations which are specific to certain applications and should qualitatively be integrated into the decision process, as mentioned in Step 8.

The final step is to select a geotextile filter using the required material properties. The required properties should be compared with the geotextile properties provided in geotextile manufacturers' product literature, and for some applications verified through conformance testing.

#### TESTING FOR CRITICAL APPLICATIONS

The design methodology presented thus far is intended to guide the designer through a series of logical steps for the selection of geotextile filters for noncritical applications. These guidelines were developed from a combination of theory, empirical data, and experience pertaining to geotextile filters.

Critical applications, where loss of life or significant loss of property may result from failure of the filter, may require laboratory and/or field

tests. Results of performance tests provide data regarding the behavior of the candidate geotextile filter when subjected to the actual (or closely simulated) boundary, flow, and soil conditions anticipated from the design application.

Performance testing may take many forms, depending on the application and the consequences of failure of the filter. The following list references test methods which may be used to provide additional information regarding filter behavior.

## Retention testing

—Slurry testing

Legge, K. R. (1990). A New Approach to Geotextile Selection. Proceedings of 4th International Conference on Geotextiles, Geomembranes and Related Products, The Hague, Netherlands, May 1990. A. A. Balkema, Rotterdam, The Netherlands, pp. 269-72.

# Clogging Testing

-Hydraulic Conductivity Ratio (HCR) testing

Williams, N. D. & Abouzakhm, A. M. (1989). Evaluation of geotextile/soil filtration characteristics using the hydraulic conductivity ratio analysis. *Geotextiles and Geomembranes*, 8, 1-26.

- -Gradient ratio testing
  - ASTM D 5105 (1991) Standard Test Method for measuring the soil-geotextile system clogging by the gradient ratio. ASTM, Philadelphia, PA, Volume 4.08.
- -Biologicial clogging testing:
  - ASTM D 1987 (1991). Test Method for biologic clogging of geotextile or soil-geotextile filters, ASTM, Philadelphia, PA, Volume 4.08.
- Survivability testing
  - -Richardson, G. N. & Wyant, D. C. (1987). Geotextiles construction criteria. Geotextiles Testing and the Design Engineer, ASTM STP 952. ASTM, Philadelphia, PA, pp. 125-38.
  - —Bonaparte, R. et al. (1988). Survivability and durability of a nonwoven geotextile. Geosynthetics for Soil Improvement, ASCE geotechnical Special Publication No. 18, Nashville, TN, pp. 68-91.
- Durability testing
  - -Ultraviolet light testing

ASTM D 4355 (1991) Standard Test Method for deterioration of geotextiles from exposure to ultraviolet light and water. ASTM, Philadelphia, PA, Volume 4.08.

S. M. Luettich, J. P. Giroud, R. C. Bachus

—Chemical compatibility testing USEPA Method 9090 (1987). Compatibility test for wastes and membrane liners. USEPA, Washington, DC, SW-846, 3rd edn.

—Abrasion testing

ASTM D 4886 (1991). Standard Test Method for abrasion resistance of geotextiles (sand paper/sliding block method), ASTM, Philadelphia, PA, Volume 4.08.

#### SUMMARY

Performing a complete geotextile filter design involves more than merely considering retention and permeability criteria. Other design considerations, such as the favored characteristic of the filter (i.e., the retention versus permeability tradeoff), boundary conditions, and the internal stability of the soil must be addressed. The methodology presented in this paper provides a systematic approach that includes the primary components required to design geotextile filters.

#### **ACKNOWLEDGEMENTS**

The authors wish to acknowledge Mr Joel Sprague of the Nicolon Corporation for providing technical review and the funding necessary to develop the concepts set forth in this paper, and the companion *Geotextile Filter Design Manual* (Luettich *et al.*, 1991).

#### REFERENCES

- AASHTO-AGC-ARTBA Task Force 25 (1989). Specifications guide for drainage geotextiles. p. 3.
- Giroud, J. P. (1982). Filter criteria for geotextiles. In *Proceedings of the Second International Conference on Geotextiles*, Las Vegas, NV, 1982, Vol. 1. Industrial Fabrics Association International, St Paul, MN, pp. 103-8.
- Giroud, J. P. (1988). 'Review of geotextile filter design criteria'. In *Proceedings of First Indian Conference on Reinforced Soil and Geotextiles*, Bombay, India, 1988. IBH Publishing, New Delhi, India, pp. 1-6.
- Heerten, G. (1982). Dimensioning the filtration properties of geotextiles considering long-term conditions. In *Proceedings of Second International Conference on Geotextiles*, Las Vegas, NV 1982, Volume I. Industrial Fabrics Association International, St Paul, MN, pp. 115-20.
- Luettich, S. M., Giroud, J. P. & Bachus, R. C. (1991). Geotextile filter design manual. Report prepared for Nicolon Corporation, Norcross, GA, 50 pp.

# **ATTACHMENT C**

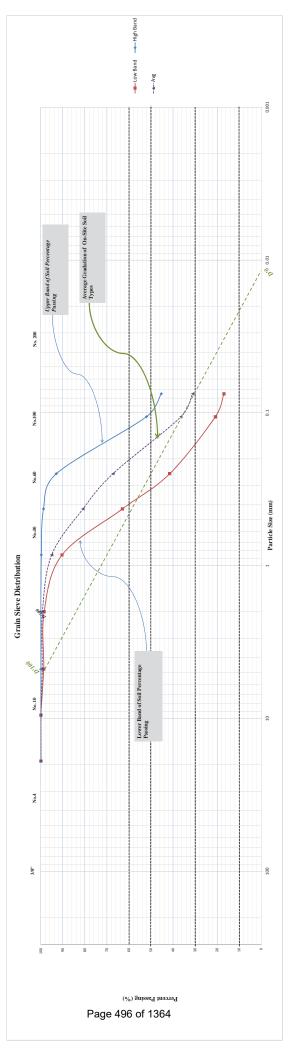
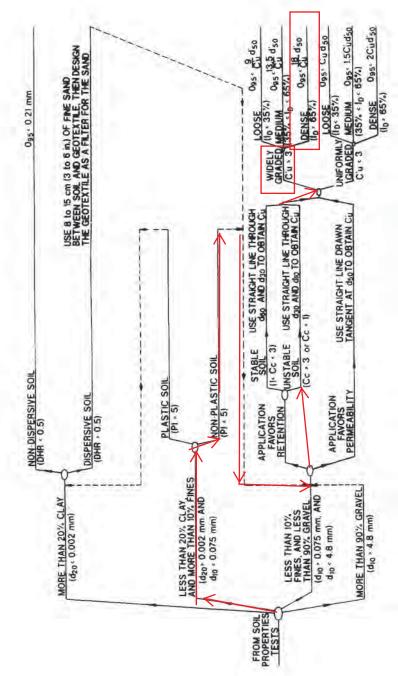


Exhibit A - Final Plans & Technical Specifications



Source: Geotextile Filter Design Fig. 1. Soil retention criteria for steady-state flow conditions.

Guide (1992); Luettich, Giroud,

Bachus

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# **ATTACHMENT D**

# **GSE Nonwoven Geotextiles**

GSE Nonwoven Geotextiles are a family of staple fiber needlepunched geotextiles. The geotextiles are manufactured using an advanced manufacturing and quality system to produce the most uniform and consistent nonwoven needlepunched geotextile currently available in the industry. GSE combines a fiber selection and approval system with an in-line quality control and a state-of-the-art laboratory to ensure that every roll shipped meets customer specifications.



#### AT THE CORE:

A family of geotextiles used for separation, filtration, protection and drainage applications.

# **Product Specifications**

These product specifications meet GRI GT12, GRI GT13 and AASHTO M288

Tested Property <sup>(1)</sup>	Test Method	Frequency	Minimun	n Average	Roll Value	e		
			NW4	NW6	NW8	NW10	NW12	NW16
AASHTO M288 Class			3	2	1	>1	>>1	>>>1
Mass per Unit Area, oz/yd²	ASTM D 5261	90,000 ft <sup>2</sup>	4	6	8	10	12	16
Grab Tensile Strength, lb	ASTM D 4632	90,000 ft <sup>2</sup>	120	160	220	260	320	390
Grab Elongation, %	ASTM D 4632	90,000 ft <sup>2</sup>	50	50	50	50	50	50
CBR Puncture Strength, lb	ASTM D 6241	540,000 ft <sup>2</sup>	303	435	575	725	925	1,125
Trapezoidal Tear Strength, lb	ASTM D 4533	90,000 ft <sup>2</sup>	50	65	90	100	125	150
Apparent Opening Size, Sieve No. (mm)	ASTM D 4751	540,000 ft <sup>2</sup>	70 (0.212)	70 (0.212)	80 (0.180)	100 (0.150)	100 (0.150)	100 (0.150)
Permittivity, sec <sup>-1</sup>	ASTM D 4491	540,000 ft <sup>2</sup>	1.80	1.50	1.30	1.00	0.80	0.60
Water Flow Rate, gpm/ft²	ASTM D 4491	540,000 ft <sup>2</sup>	135	110	95	75	60	45
UV Resistance % retained after 500 hours	ASTM D 4355	per formulation		70	70	70	70	70
	TYPICA	L ROLL DIMENSIO	NS					
Roll Length <sup>(2)</sup> , ft			300	300	300	300	300	300
Roll Width <sup>(2)</sup> , ft			15	15	15	15	15	15
Roll Area, ft² Roll Area (yd²)			4500 500	4500 500	4500 500	4500 500	4500 500	4500 500

#### NOTES:

- (\*)The property values listed are in weaker principal direction. All values listed are Minimum Average Roll Values except apparent opening size in mm and UV resistance. Apparent opening size (mm) is a Maximum Average Roll Value. UV is a typical value.
- (2)Roll lengths and widths have a tolerance of ±1%.

GSE is a leading manufacturer and marketer of geosynthetic lining products and services. We've built a reputation of reliability through our dedication to providing consistency of product, price and protection to our global customers.

Our commitment to innovation, our focus on quality and our industry expertise allow us the flexibility to collaborate with our clients to develop a custom, purpose-fit solution.

[ DURABILITY RUNS DEEP ]

For more information on this product and others, please visit us at GSEworld.com, call 800.435.2008 or contact your local sales office.



## **Exhibit A - Final Plans & Technical Specifications**

(http://www.erosionpollution.com)

MENU

HOME (HTTP://WWW.EROSIONPOLLUTION.COM/)

/ GEOTEXTILES (HTTP://WWW.EROSIONPOLLUTION.COM/GEOTEXTILE-FABRIC-APPLICATION.HTML) / 6 OZ. NOWOVEN GEOETEXTILE

# **Drainage Geotextile**

Non Woven Geotextile Fabric

6 oz. Nonwoven Geotextile Fabric For Landfills, Drainage, and Separation Applications

(http://www.erosionpollution.com/estimate\_request.html)

This 6 oz. drainage geotextile fabric is the perfect choice for applications requiring ground stabilization, aggregate separation, and soil reinforcement. As part of our non-woven geotextile variety, these fabrics are constructed with a needle-punched exterior that helps facilitate filtration applications.



The 6 oz. material is part of the light weight fabric variety that is perfect for drainage, asphalt overlay and various other filtration requirements. Light weight fabrics are slightly lower in strength, but feature increased permeability levels as high as 125 gpm/sq. ft. This makes them a great option for use in both street and french drains.

Request a Quote (http://www.erosionpollution.com/estimate\_request.html)

If you have **questions** about any of our products, give us a **call at (+1) 772.646.0597 or toll free at (+1) 888.703.9889** or <u>request a price quote</u>
(http://www.erosionpollution.com/estimate\_request.html).

## **Technical Specifications:**

Property	Test Method	Minimum Average Roll Value (M.A.R.V.)
Weight (typical)	ASTM D5261 (http://www.astm.org/Standards/D5261.htm)	6 oz/yd² (203 g/m²)
Grab Tensile	ASTM D4632 (http://www.astm.org/Standards/D4632.htm)	160 lbs (.711 kN)
Grab Elongation	ASTM D4632 (http://www.astm.org/Standards/D4632.htm)	50 %
Trapezoid Tear Strength	ASTM D4533 (http://www.astm.org/Standards/D4533.htm)	65 lbs (0.29 kN)
Thickness*	ASTM D5199 (http://www.astm.org/Standards/D5199.htm)	85 mils (2.16 mm)
CBR Puncture Resistance	ASTM D6241 (http://www.astm.org/Standards/D6241.htm)	450 lbs (2 kN)

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Posted on April 2, 2018

# **EXHIBIT D**

# **Exhibit A - Final Plans & Technical Specifications**

Leon Co. LF, Phase C&D Closure Tallahassee, Florida LINER SYSTEM ALTERNATIVES **COST ESTIMATE COMPARISON:** 







Geosynthetic Material Costs Sell price		FabriNet 275-6-6 F GC (SY) \$3,35	abriNet 250-6-6 GC (SY) \$2.95	40mil Double-Text. LLDPE GM (SY) \$1,90
Overlap / Waste	10.0%	\$0.34	\$0.30	\$0.19
Sales Tax	7.0%	\$0.26	\$0.23	\$0.15
Installer Markup	10.0%	\$0.39	\$0.35	\$0.22
Installation (\$/SY/Layer)	\$2.25	\$2.25	\$2.25	\$2.25
Estimated Geosynthetic Installer's	Cost	\$6.59	\$6.07	\$4.71
GC Overhead & Profit	10.0%	\$0.66	\$0.61	\$0.47
Estimated Install Cost to Owner		\$7.25	\$6.68	\$5.18

#### NOTE: INPUT AN ASTERISK \* FOR GEOSYNTHETIC IN THICKNESS COLUMN

			Scenario A -	~128-ft Drainage Len	gth at a 0.25 Gradient		
Course Name Soil Protective Cover FabriNet 275-6-6 GC 40mil Dbl-Text. LLDPE GM Intermediate Soil Subgrade	Thickness (in)	Length (LF)	Unit Cost (\$) per CY \$0.00	Unit Cost (\$) per ton	Unit Cost (\$) per yd <sup>2</sup> -in. \$0.00	Unit Cost (\$/LF)	Total Cost (\$
TOTAL THICKNESS Air Savings Thickness	0		\$0.00		\$0.00	Estimated Unit Cost per sq yd Total Estimated Cost Estimated Cost per Acre	\$12.43 \$3,729,576 \$0.00
			Scenario B -	~110-ft Drainage Len	gth at a 0.25 Gradient		
Course Name Soil Protective Cover FabriNet 275-6-6 GC 40mil Dbl-Text. LLDPE GM	Thickness (in)	Length (LF)	Unit Cost (\$) per CY	Unit Cost (\$) per ton \$0.00	Unit Cost (\$) <u>per yd²-in.</u> \$0.00	Unit Cost (\$/LF)	Total Cost (\$
Intermediate Soil Subgrade  TOTAL THICKNESS  Air Savings Thickness	0		\$0.00		\$0.00	Estimated Unit Cost per sq yd Total Estimated Cost	<b>\$3,729,575.5</b> \$0.00
						Estimated Cost per Acre	\$60,154
			Scenario C -	~105-ft Drainage Len	gth at a 0.33 Gradient		
<u>Course Name</u> Soil Protective Cover FabriNet 250-6-6 GC 40mil Dbl-Text. LLDPE GM	Thickness (in)	Length (LF)	Unit Cost (\$) per CY \$0.00	Unit Cost (\$) per ton	Unit Cost (\$) <u>per vd²-in.</u> \$0.00	Unit Cost (\$/LF)	Total Cost (\$  per yd <sup>2</sup> \$0.00 \$6.68 \$5.18
Intermediate Soil Subgrade  TOTAL THICKNESS  Air Savings Thickness	0		\$0.00		\$0.00	Estimated Unit Cost per sq yd Total Estimated Cost	\$0.00 <b>\$11.86</b>
						Estimated Cost per Acre	\$57,397

#### Notes

- This cost estimate is generic in nature.
   Miscellaneous expenses, such as safety training, which may be required to gain site access are not included.
- 3) Mobilization/Demobilization is not included. Add \$5,000 to \$10,000 for each mob/demob.
- 4) Assumes labor is union, Davis-Bacon or prevailing wage.
- 5) Add ~\$500/boot installation.6) Add ~\$40/LF for liner termination at structures.
- 7) Add ~\$6/LF for tie-in to adjacent landfill cell.
- 8) 10% General Contractor mark-up for overhead and profit was added to this cost estimate in order to arrive at the estimated cost to the Owner.

  9) Geosynthetic material delivery to project site is included in the material sell price.
- 10) Any costs associated with drainage or gas collection system (pipes, swales, etc.) are not included.

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# ATTACHMENT #3

Geotechnical Investigation Report (F.A. Ash Borrow Pit)



11012 N. Ridgedale Road Temple Terrace, Florida 33617 (813) 629-1965 office (813) 914-7347 fax

July 21, 2017

Project No. 17-01-0212.01

Mr. John Locklear, P.G.
President
Locklear & Associates, Inc.
4140 NW 37<sup>th</sup> Place, Suite A
Gainesville, Florida 32606

RE: Ash Borrow Pit Testing

Leon County Class I and III Landfill Closure Leon County, Florida

Dear Mr. Locklear,

Civil Design Services, Inc. (CDS) is submitting the following Borrow Pit Report (Report) to Locklear & Associates, Inc. (L&A) for the closure of the Class I and III disposal areas at the Leon County Class I and III Solid Waste Management Facility (Facility), located in Leon County, Florida. This Report summarizes the field notes, boring location map, and laboratory testing conducted of the Ash Borrow Pit.

On April 27, 2017, L&A representatives were at the Ash Borrow Pit and retrieved soils samples, at varies depths, for evaluation and compatibility with the Facility closure cap. The current closure cap is 6-inch vegetative soil layer, 18-inches protective soil layer, a geocomposite, a geomembrane, and soil subgrade. The goal of the borrow pit evaluation was to document soil strata variations, soil types, grain size distribution, and relative soil permeability to demonstrate compatibility with the geocomposite materials. Other geosynthetic interactions with the soils, such as interface friction, will vary depending upon the material and the manufacturer selected; therefore, these compatibility tests were not evaluated as part of this Report.

A total of fifteen (15) borings, designated with identification number B-##, were excavated to varying depths ranging from 15 to 20 feet below land surface (bls). A total of six (6) five-gallon buckets of bulk soil were excavated from test pits, designated as TP\_##, between the borings for testing. During the borrow pit investigation, L&A representatives documented and collected soil samples at various depths for testing and also to determine soil stratification within the borrow pit. Refer to Figure 1 for a Borrow Location Map. The L&A field notes are contained in Attachment A of this Report.

The laboratory testing of the soil samples was collected during an initial limited investigation, samples tested by GSE Engineering and Consulting, Inc, and also during the full-scale investigations, samples tested by Geohazards. Testing included;

- Grain Sieve Analysis ASTM D422. Refer to Attachment B.
- Proctors –ASTM D698 Refer to Attachment C.
- Soil Permeability ASTM 5856 Refer to Attachment D.

Mr John Locklear, P.G. Leon County Landfill, Leon, Florida July 21, 2017
Class I and III Closure Closure - Ash Borrow Pit Testing

### Conclusions

- The soils from 0 to 2 feet bls (are generally sandy) and should be stripped of roots and rocks. The upper soils can be used as part of the 6-inches vegetative closure layer and should be separated from the others soils so as not to intermix soil types.
- The soils from 2 to 15 bls (in some parts of the borrow pit up to 20 feet) generally have a reddish, clayer sand (SC) soil types. These soil types are best utilized within the 18-inch protective covers soil layer above the Geocomposite. Permeability tests were performed to simulate light compactive effort, tested at only 92 percent of the Standard Proctor.
- The soils from 15 to 20 bls are generally a reddish to brown/tan sandy soil with some clays. These soils are best utilized as part of the subgrade below the geomembrane. Permeability tests were conducted on these soils and the test results indicated the soils can achieve a low permeability value for use above the geocomposite, some care should be taken to avoid soils that are very sandy. The deeper soils within the borrow pits may begin to have more sand than the upper soils; therefore, there soils may best utilized below the geosynthetic materials.
- The compatibility of the soils with the Geocomposite (potential clogging) and Geocomposite Transmissivity calculations based upon the soil permeability was evaluated and is included in a separate report.
- Prior to construction, the contractor/geosynthetic manufactures should use the soils from the borrow pit in conjunction with their specific geosynthetic materials, geomembrane and Geocomposite, to determine compatibility of their materials with the soils and confirm the soil and geosynthetic materials meet the design requirements as required by Rule 62-701 F.A.C.

Please call the undersigned if you have any questions.

Sincerely.

Civil Design Services, Inc.

Joseph H. O'Neill, P.E.

Vice President

Attachment A - Field Notes and Boring Logs

Attachment B - Soil Grain Size Analysis

Attachment C - Soil Proctors

Attachment D - Soil Permeability

Civil Design SetVices, Inc.

Temple Terrace, Florida 33617

Certificate of Authorization 28923

# FIGURE 1

**BORING LOCATION MAP** 

FIGURE NO. 1

**Leon County** Class 1 / Class III Closure

LEON COUNTY, FLORIDA

JULY 21, 2017 / 17-01-0212.01

DATE/PROJECT NO:

SCALE:

CLIENT NAME:

AS SHOWN

LOCKLEAR AND ASSOC.

(813) 914-7347 FAX

STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION 28923

## ATTACHMENT A

#### **FIELD NOTES AND BORING LOGS**

0-2 2-5 5-14 14-15 0-15 0-15	O-10 ft continuous sampling; followed by samples @ 5ft intervals  Reddish Brown clayey sand Reddish Brown sandy silty clay Reddish Brown clayey sand Reddish Brown clayey sand w/LS fragments  Reddish Brown clayey sand  Reddish Brown clayey sand
2-5 5-14 14-15 0-15	Reddish Brown sandy silty clay Reddish Brown clayey sand Reddish Brown clayey sand w/LS fragments Reddish Brown clayey sand
5-14 14-15 0-15 0-15	Reddish Brown sandy silty clay Reddish Brown clayey sand Reddish Brown clayey sand w/LS fragments Reddish Brown clayey sand
5-14 14-15 0-15 0-15	Reddish Brown clayey sand w/LS fragments  Reddish Brown clayey sand  Reddish Brown clayey sand
14-15 0-15 0-15	Reddish Brown clayey sand w/LS fragments  Reddish Brown clayey sand
0-15	
	Reddish Brown clayey sand
0-15	
	Reddish Brown Clayey sand
0-2	Reddish Brown Clayey Sand
2-5	Reddish Brown sandy silty clay
5-15	Reddish Brown clayey sand
15-20	Brownish orange clayey sand
0-14	Reddish Brown clayey sand
14-15	Brownish orange clayey sand
0-18	Reddish Brown Clayey sand
18-20	Tan clayey sand
0-2	Reddish Brown Clayey sand
	Reddish Brown sandy silty clay
5-18	Reddish Brown Clayey sand
18-20	Brown clayey sand
0-14	Reddish Brown clayey sand
14-15	Tan clayey sand
0-2	Reddish Brown clayey sand
2-4	Reddish Brown sandy silty clay
4-15	Reddish Brown clayey sand
0-15	Reddish Brown clayey sand
15-20	Brownish orange clayey sand
0-15	Reddish Brown clayey sand
0-14	Reddish Brown clayey sand
14-15	Brownish Orange clayey sand
	2-5 5-15 15-20  0-14 14-15  0-18 18-20  0-2 2-5 5-18 18-20  0-14 14-15  0-2 2-4 4-15  0-15 15-20  0-14

## **TEST PITS** TP-1 Mounds were stacked from 0-5 ft bls, 5-10' bls, and 10-15 ft bls. All mounds consisted of Reddish Brown clayey sand 10-gallon bucket sample collected at 15ft. TP-2 Reddish Brown clayey sand; 10-gallon bucket @ 10 ft. TP-3 Collected by DJ (during initial investigation). Near Surface (0-5 ft). Not Tested by GSE TP-4 Reddish Brown Clayey sand; 10-gallon sample @ 5 ft. TP-5 Reddish Brown clayey sand; 10-gallon bucket @ 5ft. TP-6 Reddish Brown clayey sand; 10-gallon bucket @15 ft.

# ATTACHMENT B



Revised: 4/4/2017

5590 SW 64th St, Ste B Gainesville, FL 32608 (352) 377-3233

## Sieve Analysis Worksheet (AASHTO T88/ASTM D422)

Project	Leon Pit Soil testing
Project No.	13106
Sample No./Depth	B-1
Material Description:	Red/Brown Silty Fine SAND with Some Clay
Performed By:	C. Senter
Date:	4/3/2017

Tare:	42	
Tare Mass (g):	109.1	
Tare+ Dry Wash Mass (g)	266.6	
Dry Mass (g)	157.5	

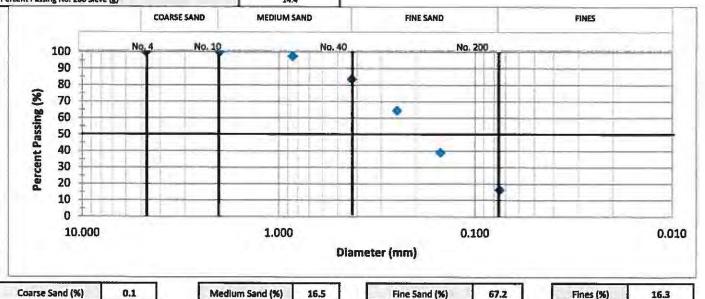
Sieve No.	Diameter (mm)	Mass of Slove (g)	Mass of Sieve + Retained Soil On Sieve (g)	Mess Retained (g)	Percent Retained (%)	Percent Passing (%)
No. 4	4,75	776.5	776.5	0.0	0.0	100.0
No. 10	2.00	453,4	453.5	0.1	0.1	99.9
No. 20	0.850	624.8	629.5	4.7	2.6	97.4
No. 40	0.425	410.3	435.9	25.6	13.9	83.5
No. 60	0,250	369.7	404.8	35.1	19.1	64.4
No. 100	0.150	333.4	380.3	46.9	25.5	38.9
No. 200	0.075	332.5	374.0	41.5	22.6	16.3
pan	NA NA	362	365.5	3.5	1.9	N/A

#### %MC / % Passing No. 200 Sieve - Wet Sieve Method (ASTM D2216/D1140)

Tare	42
Tare Mass (g)	109.1
Tare+Wet Soil Mass (g)	307.8
Tare+Dry Soil Mass (g)	293.0
Moisture Content (%)	8.0
Tare+Washed Soil Mass (g)	266.6
Percent Passing No. 200 Sleve (g)	14.4

Total Passing No. 200	16.3
Sleve (%)	16.3

Percent	
Gained/Lost to Sieve	0.1
(%)	V 200





Revised: 4/4/2017

5590 SW 64th St, Ste B Gainesville, FL 32608 (352) 377-3233

## Sieve Analysis Worksheet (AASHTO T88/ASTM D422)

Project	Leon Pit Soil testing	
Project No.	13106	
Sample No./Depth	B-2	
Material Description:	Red/Brown Silty Fine SAND with Some Clay	
Performed By:	C. Senter	121
Date	4/3/2017	

Tare:	31		
Tare Mass (g):	100.6		
Tare+ Dry Wash Mass (g)	271.9		
Dry Mass (g)	171.3		

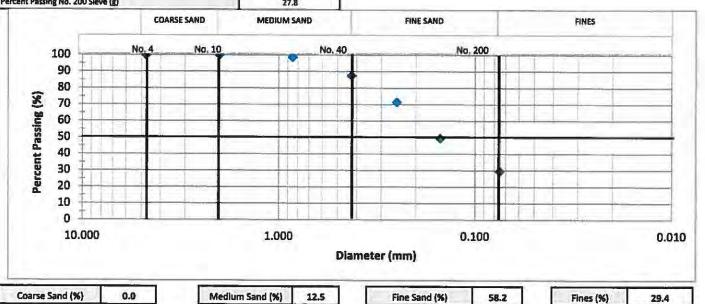
	7					
Sieve No.	Diameter (mm)	Mass of Sieve (g)	Mass of Sieve + Retained Soil On Sieve (g)	Mass Retained (g)	Percent Retained (%)	Percent Passing (%)
No. 4	4.75	776.5	776.5	0.0	0.0	100.0
No. 10	2.00	453.5	453.6	0.1	0.0	100.0
No. 20	0.850	624.7	628	3.3	1.4	98.6
No. 40	0.425	410.6	436.9	26.3	11.1	87.5
No. 60	0,250	369.6	407.9	38.3	16.1	71.3
No. 100	0.150	333.4	385.5	52,1	22.0	49.4
No. 200	0.075	332.5	380.1	47.6	20.1	29.3
pan	NA NA	362.0	365.8	3.8	1.6	N/A

#### %MC / % Passing No. 200 Sieve - Wet Sieve Method (ASTM D2216/D1140)

Tare	31
Tare Mass (g)	100.6
Tare+Wet Soil Mass (g)	368.1
Tare+Dry Soll Mass (g)	337.8
Moisture Content (%)	12.8
Tare+Washed Soil Mass (g)	271.9
Percent Passing No. 200 Sieve (g)	27.8

Total Passing No. 200	20.4
Sieve (%)	29.4

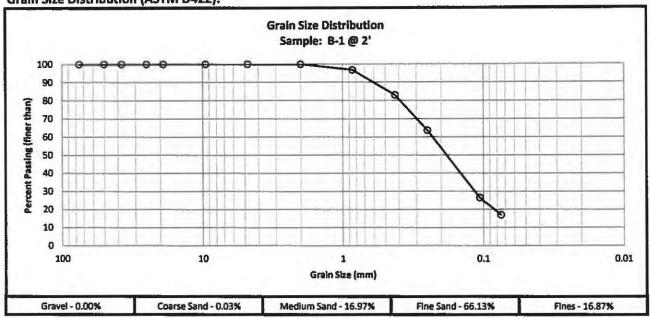
		_
Percent		
Percent Gained/Lost to Sleve	-0.1	
(%)		





Li	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-1 @ 2'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	

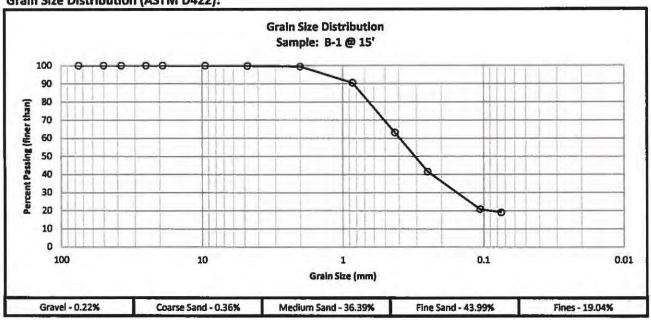




Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 In	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.05	0.05	0.0	100.0	0.0
No. 20	0.85	5.39	5.44	3.2	96.8	3.2
No. 40	0.425	23.59	29.03	13.8	83.0	17.0
No. 60	0.25	33.08	62.11	19.4	63.6	36.4
No. 140	0.106	63.61	125.72	37.3	26.4	73.6
No. 200	0.075	16.20	141.92	9.5	16.9	83.1
Pan		28.80	170.72	16.9	0.0	100.0



Laboratory Results		
Project:	Leon Ash Pit	
Sample No./Depth:	B-1 @ 15'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	

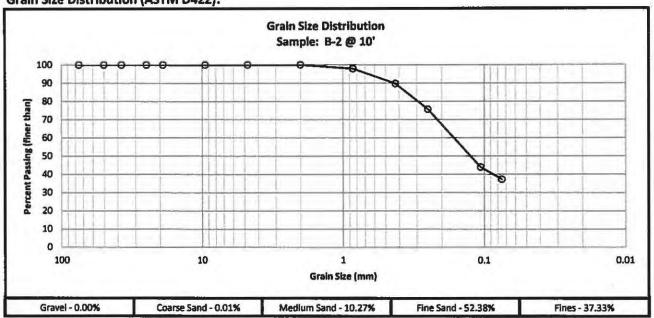


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 In	25	0.00	0.00	0.0	100.0	0.0
3/4 In	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.51	0.51	0.2	99.8	0.2
No. 10	2	0.85	1.36	0.4	99.4	0.6
No. 20	0.85	20.88	22.24	8.9	90.5	9.5
No. 40	0.425	64.04	86.28	27.4	63.0	37.0
No. 60	0.25	50.20	136.48	21.5	41.5	58.5
No. 140	0.106	48.45	184.93	20.8	20.8	79.2
No. 200	0.075	4.02	188.95	1.7	19.0	81.0
Pan		44.44	233.39	19.0	0.0	100.0



L	aboratory Results	
Project:	Leon Ash Pit	-
Sample No./Depth:	B-2 @ 10'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	

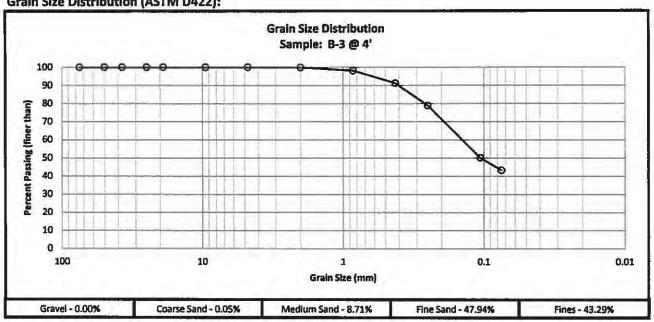




Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retoined
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.04	0.04	0.0	100.0	0.0
No. 20	0.85	6.51	6.55	2.1	97.9	2.1
No. 40	0.425	26.08	32.63	8.2	89.7	10.3
No. 60	0.25	44.46	77.09	14.0	75.7	24.3
No. 140	0.106	100.79	177.88	31.8	43.9	56.1
No. 200	0.075	20.96	198.84	6.6	37.3	62.7
Pan		118.46	317.30	37.3	0.0	100.0



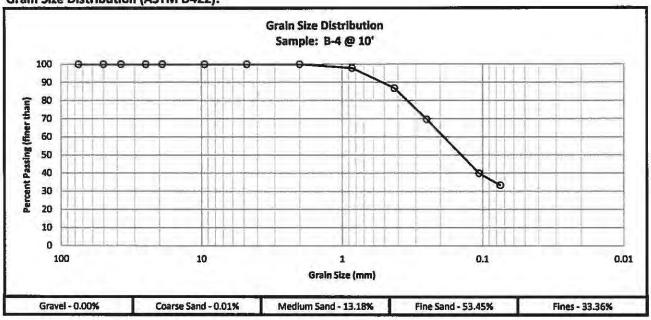
L	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-3 @ 4'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	



Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 In	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.14	0.14	0.1	99.9	0.1
No. 20	0.85	4.95	5.09	1.8	98.1	1.9
No. 40	0.425	19.00	24.09	6.9	91.2	8.8
No. 60	0.25	33.92	58.01	12.3	78.9	21.1
No. 140	0.106	79.05	137.06	28.8	50.1	49.9
No. 200	0.075	18.79	155.85	6.8	43.3	56.7
Pan		118.98	274.83	43.3	0.0	100.0



Laboratory Results		
Project:	Leon Ash Pit	
Sample No./Depth:	B-4 @ 10'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	

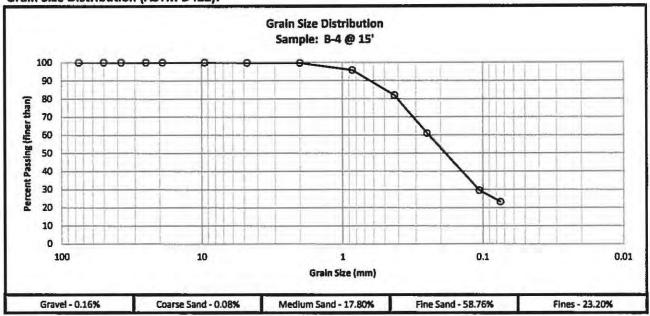


Sieve Size	Opening (mm)	Mass of Soli (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 In	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.01	0.01	0.0	100.0	0.0
No. 20	0.85	3.94	3.95	2.1	97.9	2.1
No. 40	0.425	20.97	24.92	11.1	86.8	13.2
No. 60	0.25	32.45	57.37	17.2	69.6	30.4
No. 140	0.106	56.17	113.54	29.7	39.9	60.1
No. 200	0.075	12.37	125.91	6.5	33.4	66.6
Pan		63.04	188.95	33.4	0.0	100.0



Laboratory Results		
Project:	Leon Ash Pit	
Sample No./Depth:	B-4 @ 15'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	



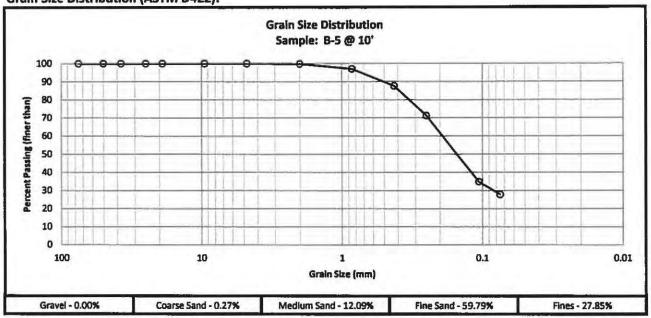


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 In	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.35	0.35	0.2	99.8	0.2
No. 10	2	0.18	0.53	0.1	99.8	0.2
No. 20	0.85	8.77	9.30	4.0	95.8	4.2
No. 40	0.425	30.46	39.76	13.8	82.0	18.0
No. 60	0.25	46.27	86.03	21.0	61.0	39.0
No. 140	0.106	69.46	155.49	31.5	29.5	70.5
No. 200	0.075	13.81	169.30	6.3	23.2	76.8
Pan		51.14	220,44	23.2	0.0	100.0



L	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-5 @ 10'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	



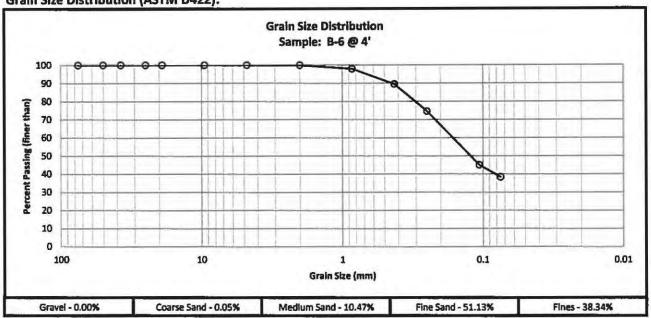


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 In	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.68	0.68	0.3	99.7	0.3
No. 20	0.85	6.94	7.62	2.7	97.0	3.0
No. 40	0.425	23.97	31.59	9.4	87.6	12.4
No. 60	0.25	41.91	73.50	16.4	71.3	28.7
No. 140	0.106	93.08	166.58	36.4	34.8	65.2
No. 200	0.075	17.88	184.46	7.0	27.9	72.1
Pan		71.21	255.67	27.9	0.0	100.0



Laboratory Results			
Project:	Leon Ash Pit		
Sample No./Depth:	B-6 @ 4'		
Soil Type:	Clayey, Silty Sand		
Project No.:	2017285		
Report Date:	7/14/2017		

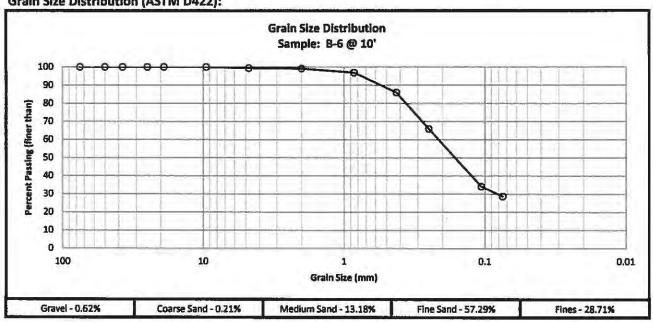




Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 In	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 ln	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.12	0.12	0.1	99.9	0.1
No. 20	0.85	4.93	5.05	2.1	97.9	2.1
No. 40	0.425	20.19	25.24	8.4	89.5	10.5
No. 60	0.25	35.77	61.01	14.9	74.6	25.4
No. 140	0.106	71.00	132.01	29.6	45.0	55.0
No. 200	0.075	15.85	147.86	6.6	38.3	61.7
Pan		91.95	239.81	38.3	0.0	100.0



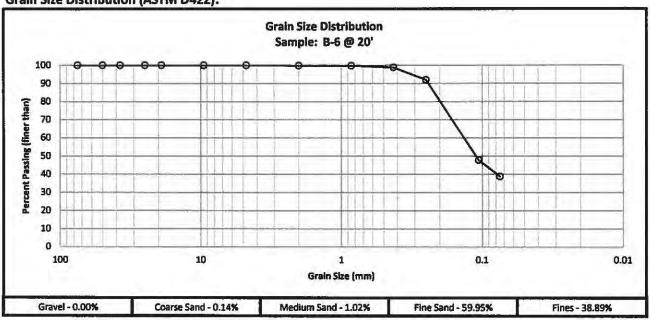
L	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-6 @ 10'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	



Sieve Size	Opening (mm)	Mass of Soli (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	1.41	1.41	0.6	99.4	0.6
No. 10	2	0.48	1.89	0.2	99.2	0.8
No. 20	0.85	5.13	7.02	2.3	96.9	3.1
No. 40	0.425	24.86	31.88	10.9	86.0	14.0
No. 60	0.25	45.61	77.49	20.0	66.0	34.0
No. 140	0.106	72.41	149.90	31.8	34.1	65.9
No. 200	0.075	12.36	162.26	5.4	28.7	71.3
Pan		65.33	227.59	28.7	0.0	100.0



Laboratory Results			
Project:	Leon Ash Pit		
Sample No./Depth:	B-6 @ 20'		
Soil Type:	Clayey, Silty Sand		
Project No.:	2017285		
Report Date:	7/14/2017		

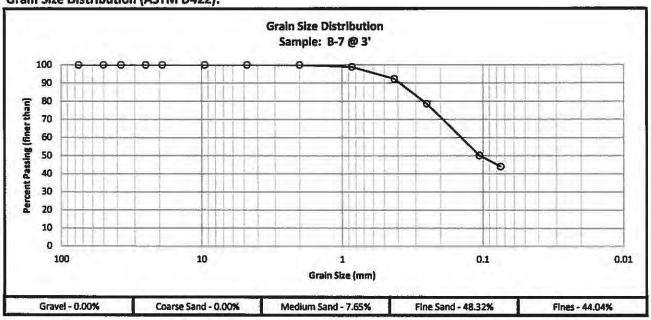


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.30	0.30	0.1	99.9	0.1
No. 20	0.85	0.14	0.44	0.1	99.8	0.2
No. 40	0.425	2.03	2.47	1.0	98.8	1.2
No. 60	0.25	14.61	17.08	6.9	92.0	8.0
No. 140	0.106	94.02	111.10	44.1	47.9	52.1
No. 200	0.075	19.14	130.24	9.0	38.9	61.1
Pan		82.88	213.12	38.9	0.0	100.0



L	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-7 @ 3'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	

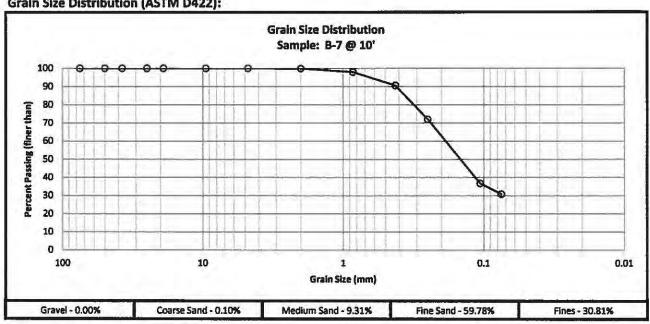




Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 In	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.00	0.00	0.0	100.0	0.0
No. 20	0.85	2.18	2.18	1.0	99.0	1.0
No. 40	0.425	13.71	15.89	6.6	92.4	7.6
No. 60	0.25	28.51	44.40	13.7	78.6	21.4
No. 140	0.106	59.10	103.50	28.4	50.2	49.8
No. 200	0.075	12.76	116.26	6.1	44.0	56.0
Pan		91.48	207.74	44.0	0.0	100.0



Laboratory Results			
Project:	Leon Ash Pit		
Sample No./Depth:	B-7 @ 10'		
Soil Type:	Clayey, Silty Sand		
Project No.:	2017285		
Report Date:	7/14/2017		

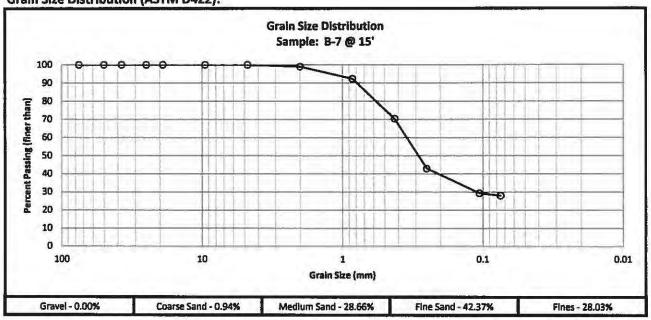


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 In	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 în	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.22	0.22	0.1	99.9	0.1
No. 20	0.85	3.99	4.21	1.9	98.0	2.0
No. 40	0.425	15.74	19.95	7.4	90.6	9.4
No. 60	0.25	39.25	59.20	18.5	72.1	27.9
No. 140	0.106	74.85	134.05	35.3	36.8	63.2
No. 200	0.075	12.62	146.67	6.0	30.8	69.2
Pan		65.32	211.99	30.8	0.0	100.0



Laboratory Results				
Project:	Leon Ash Pit			
Sample No./Depth:	B-7 @ 15'			
Soil Type:	Clayey, Silty Sand	-		
Project No.:	2017285			
Report Date:	7/14/2017			



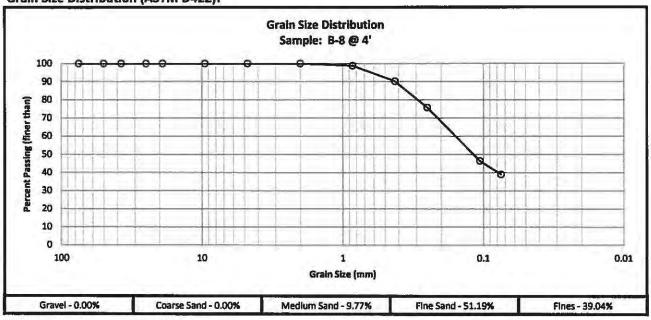


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	2.35	2.35	0.9	99.1	0,9
No. 20	0.85	16.69	19.04	6.7	92.4	7.6
No. 40	0.425	54.95	73.99	22.0	70.4	29.6
No. 60	0.25	68.66	142.65	27.5	42.9	57.1
No. 140	0.106	33.94	176.59	13.6	29.4	70.6
No. 200	0.075	3.32	179.91	1.3	28.0	72.0
Pan		70.06	249.97	28.0	0.0	100.0



L	aboratory Results
Project:	Leon Ash Pit
Sample No./Depth:	B-8 @ 4'
Soil Type:	Clayey, Silty Sand
Project No.:	2017285
Report Date:	7/14/2017
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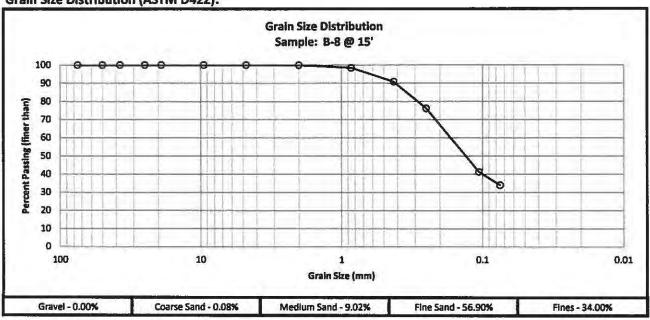


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 In	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.00	0.00	-0.0	100.0	0.0
No. 20	0.85	2.85	2.85	1.2	98.8	1.2
No. 40	0.425	20.56	23.41	8.6	90.2	9.8
No. 60	0.25	34.77	58.18	14.5	75.7	24.3
No. 140	0.106	70.05	128.23	29.2	46.5	53.5
No. 200	0.075	17.85	146.08	7.4	39.0	61.0
Pan		93.57	239.65	39.0	0.0	100.0



Laboratory Results					
Project:	Leon Ash Pit				
Sample No./Depth:	B-8 @ 15'				
Soil Type:	Clayey, Silty Sand				
Project No.:	2017285				
Report Date:	7/14/2017	411-12-1			

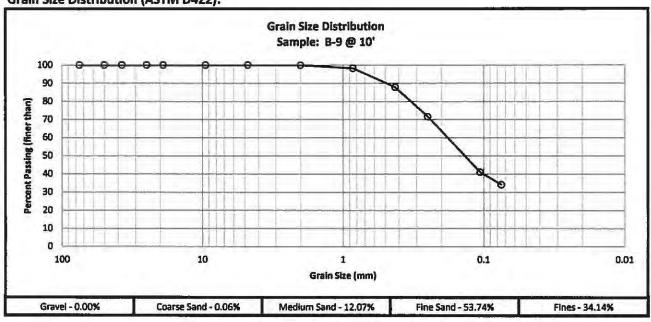




Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.18	0.18	0.1	99.9	0.1
No. 20	0.85	3.22	3.40	1.4	98.5	1.5
No. 40	0.425	16.83	20.23	7.6	90.9	9.1
No. 60	0.25	32.69	52.92	14.7	76.2	23.8
No. 140	0.106	77.60	130.52	34.9	41.3	58.7
No. 200	0.075	16.23	146.75	7.3	34.0	66.0
Pan		75.61	222,36	34.0	0.0	100.0



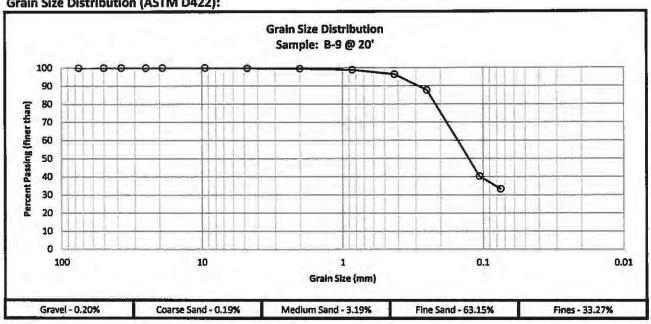
Laboratory Results				
Project:	Leon Ash Pit			
Sample No./Depth:	B-9 @ 10'			
Soil Type:	Clayey, Silty Sand			
Project No.:	2017285			
Report Date:	7/14/2017	y. =		



Sieve Size	Opening (mm)	Mass of Soli (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 ln	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.11	0.11	0.1	99.9	0.1
No. 20	0.85	3.34	3.45	1.7	98.2	1.8
No. 40	0.425	20.44	23.89	10.4	87.9	12.1
No. 60	0.25	31.96	55.85	16.2	71.6	28.4
No. 140	0.106	60.36	116.21	30.6	41.0	59.0
No. 200	0.075	13.54	129.75	6.9	34.1	65.9
Pan		67.25	197.00	34.1	0.0	100.0



Laboratory Results			
Project:	Leon Ash Pit		
Sample No./Depth:	B-9 @ 20'		
Soil Type:	Clayey, Silty Sand		
Project No.:	2017285		
Report Date:	7/14/2017		

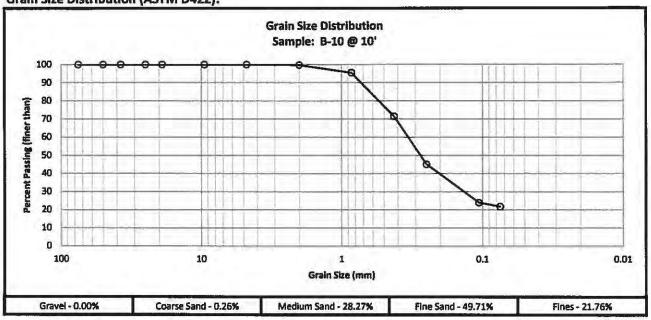


Sieve Size	Opening (mm)	Mass of Soli (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 In	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.48	0.48	0.2	99.8	0.2
No. 10	2	0.45	0.93	0.2	99.6	0.4
No. 20	0.85	1.60	2.53	0.7	99.0	1.0
No. 40	0.425	6.11	8.64	2.5	96.4	3.6
No. 60	0.25	21.23	29.87	8.8	87.6	12.4
No. 140	0.106	114.42	144.29	47.3	40.3	59.7
No. 200	0.075	17.02	161.31	7.0	33.3	66.7
Pan		80.43	241.74	33.3	0.0	100.0



L	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-10 @ 10'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	

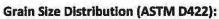


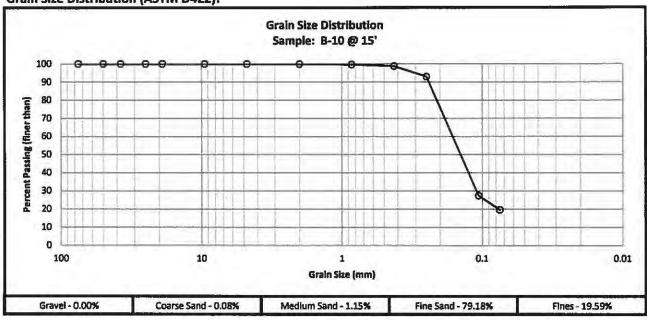


Sieve Size	Opening (mm)	Mass of Soll (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 In	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 In	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.53	0.53	0.3	99.7	0.3
No. 20	0.85	8.57	9.10	4.2	95.5	4.5
No. 40	0.425	48.64	57.74	24.0	71.5	28.5
No. 60	0.25	53.48	111.22	26.4	45.0	55.0
No. 140	0.106	42.79	154.01	21.1	23.9	76.1
No. 200	0.075	4.31	158.32	2.1	21.8	78.2
Pan		44.03	202.35	21.8	0.0	100.0



L	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-10 @ 15'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	
CANADA CONTRACTOR OF THE PARTY		



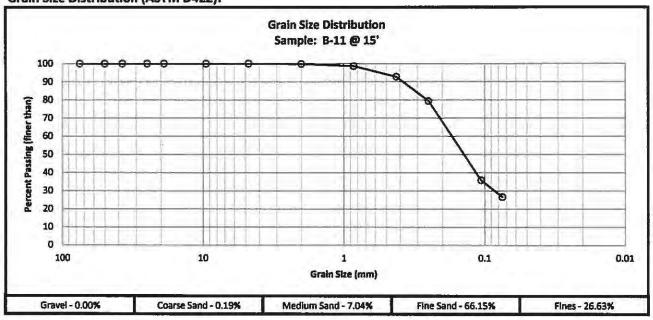


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 ln	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 ln	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.16	0.16	0.1	99.9	0.1
No. 20	0.85	0.46	0.62	0.2	99.7	0.3
No. 40	0.425	1.84	2.46	0.9	98.8	1.2
No. 60	0.25	11.57	14.03	5.8	93.0	7.0
No. 140	0.106	131.04	145.07	65.6	27.4	72.6
No. 200	0.075	15.59	160.66	7.8	19.6	80.4
Pan		39.14	199.80	19.6	0.0	100.0



Laboratory Results			
Leon Ash Pit			
B-11 @ 15'			
Clayey, Silty Sand			
2017285			
7/14/2017			
	Leon Ash Pit B-11 @ 15' Clayey, Silty Sand 2017285		

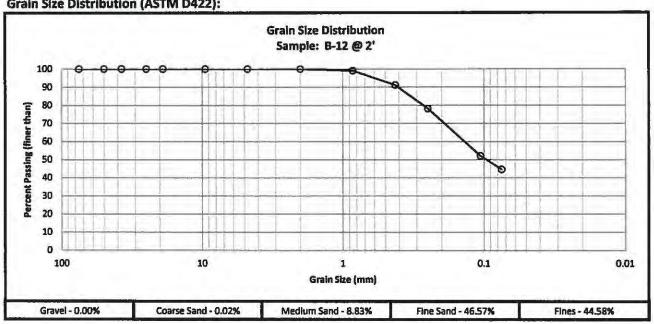




Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 ln	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.43	0.43	0.2	99.8	0.2
No. 20	0.85	2.64	3.07	1.1	98.7	1.3
No. 40	0.425	13.55	16.62	5.9	92.8	7.2
No. 60	0.25	30.71	47.33	13.4	79.4	20.6
No. 140	0.106	100.11	147.44	43.5	35.9	64.1
No. 200	0.075	21.27	168.71	9.3	26.6	73.4
Pan		61.22	229.93	26.6	0.0	100.0



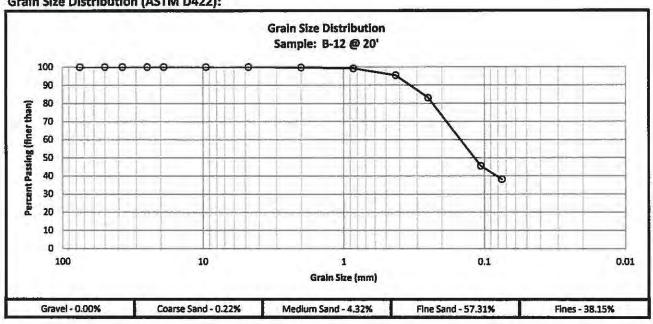
aboratory Results	
Leon Ash Pit	
B-12 @ 2'	
Clayey, Silty Sand	
2017285	
7/14/2017	
	Leon Ash Pit B-12 @ 2' Clayey, Silty Sand 2017285



Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 In	75	0.00	0.00	0.0	100.0	0.0
2 In	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 In	19	0.00	0.00	0.0	100.0	0.0
3/8 in	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.04	0.04	0.0	100.0	0.0
No. 20	0.85	1.59	1.63	0.9	99.1	0.9
No. 40	0.425	14.22	15.85	7.9	91.1	8.9
No. 60	0.25	23.39	39.24	13.1	78.1	21.9
No. 140	0.106	46.49	85.73	26.0	52.1	47.9
No. 200	0.075	13.51	99.24	7.5	44.6	55.4
Pan		79.84	179.08	44.6	0.0	100.0



L	aboratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	B-12 @ 20'	
Soil Type:	Clayey, Silty Sand	
Project No.:	2017285	
Report Date:	7/14/2017	
The state of the s	1946 - 600 - 600	

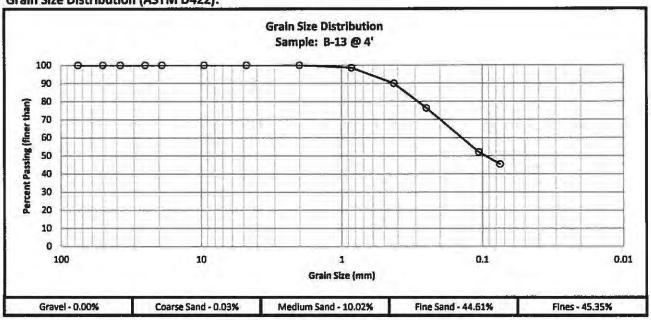


Sieve Size	Opening (mm)	Mass of Soil (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 In	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 In	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.48	0.48	0.2	99.8	0.2
No. 20	0.85	1.16	1.64	0.5	99.2	0.8
No. 40	0.425	8.28	9.92	3.8	95.5	4.5
No. 60	0.25	27.17	37.09	12.4	83.0	17.0
No. 140	0.106	81.81	118.90	37.4	45.6	54.4
No. 200	0.075	16.22	135.12	7.4	38.1	61.9
Pan		83.34	218.46	38.1	0.0	100.0



aboratory Results	
Leon Ash Pit	
B-13 @ 4'	
Clayey, Silty Sand	
2017285	
7/14/2017	
֡	Leon Ash Pit B-13 @ 4' Clayey, Silty Sand 2017285



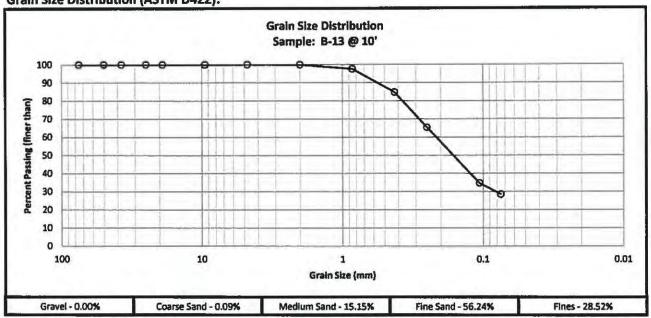


Sieve Size	Opening (mm)	Mass of Soli (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 In	19	0.00	0.00	0.0	100.0	0.0
3/8 ln	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.06	0.06	0.0	100.0	0.0
No. 20	0.85	2.98	3.04	1.4	98.6	1.4
No. 40	0.425	18.38	21.42	8.6	90.0	10.0
No. 60	0.25	29.01	50.43	13.6	76.3	23.7
No. 140	0.106	51.84	102.27	24.3	52.0	48.0
No. 200	0.075	14.24	116.51	6.7	45.3	54.7
Pan		96.67	213.18	45.3	0.0	100.0



aboratory Results	
Leon Ash Pit	
B-13 @ 10'	
Clayey, Silty Sand	
2017285	
7/14/2017	
	Leon Ash Pit B-13 @ 10' Clayey, Silty Sand 2017285

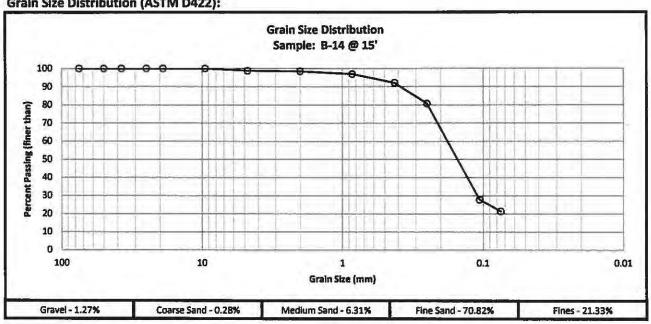




Sieve Size	Opening (mm)	Mass of Soli (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 In	50	0.00	0.00	0.0	100.0	0.0
1.5 in	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 in	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	0.00	0.00	0.0	100.0	0.0
No. 10	2	0.26	0.26	0.1	99.9	0.1
No. 20	0.85	6.99	7.25	2.4	97.6	2.4
No. 40	0.425	38.04	45.29	12.8	84.8	15.2
No. 60	0.25	57.60	102.89	19.4	65.4	34.6
No. 140	0.106	91.23	194.12	30.7	34.7	65.3
No. 200	0.075	18.35	212.47	6.2	28.5	71.5
Pan		84.77	297.24	28.5	0.0	100.0



Laboratory Results				
Project:	Leon Ash Pit			
Sample No./Depth:	B-14 @ 15'			
Soil Type:	Clayey, Silty Sand			
Project No.:	2017285			
Report Date:	7/14/2017			



Sieve Size	Opening (mm)	Mass of Soll (g)	Cumulative Mass (g)	% Mass	% Passing	Cumulative % Retained
3 in	75	0.00	0.00	0.0	100.0	0.0
2 in	50	0.00	0.00	0.0	100.0	0.0
1.5 ln	37.5	0.00	0.00	0.0	100.0	0.0
1 in	25	0.00	0.00	0.0	100.0	0.0
3/4 In	19	0.00	0.00	0.0	100.0	0.0
3/8 In	9.5	0.00	0.00	0.0	100.0	0.0
No. 4	4.75	2.72	2.72	1.3	98.7	1.3
No. 10	2	0.60	3.32	0.3	98.5	1.5
No. 20	0.85	3.35	6.67	1.6	96.9	3.1
No. 40	0.425	10.18	16.85	4.7	92.1	7.9
No. 60	0.25	24.59	41.44	11.5	80.7	19.3
No. 140	0.106	113.51	154.95	52.9	27.8	72.2
No. 200	0.075	13.78	168.73	6.4	21.3	78.7
Pan		45.74	214.47	21.3	0.0	100.0

# ATTACHMENT C



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# Engineering & Consulting, Inc.

5590 SW 64th Street, Suite B Gainesville, FL 32608 Phone: (352) 377 - 3233

Fax: (352) 377 - 0335

Project Name:	Leon Pit Soil Testing	
GSE Project No.	13106	
Project Location:		
Client:	Locklear and Associates	
Date:	4/3/2017	PROCTOR DATA
	PROCTOR No. 1	- Indiana
121		Modified Proctor (ASTM DISST)
120		Standard Proctor X
119		Maximum Dry Density (pcf)
Dry Unit Mass (pcf)		Optimum Moisture 9,4
¥ 118 ——		LBR (FM 5-515) N1
, Contraction		Sieve Analysis (Percent Passing
5		2" Sieve (%) 10

Sieve Analysis (Percent Passing) 2" Sieve (%) 100 3/4" Sieve (%) 100 No. 4 Sieve (%) 100 No. 200 Sieve (%) 16 Liquid Limit: NP **Plastic Limit:** NP Plasticity Index: NP

Hammer Type:

Manual

NT

\*NT: Not Tested \*NP: Non-Plastic

Sample Description:	Red/Brown Silty Fine Sand	
Sample Location:	B-1	
Proposed Use:		Signed:
Sampled By:	Locklear	Kenneth L. Hill, P.E.
Sample Date:	3/15/2017	Principal Engineer
Tested By:	C. Senter	Florida Registration No. 40146
Test Date:	3/29/2017	

9

**Moisture Content (%)** 

10

11

12

13



116

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## Engineering & Consulting, Inc.

5590 SW 64th Street, Suite B Gainesville, FL 32608 Phone: (352) 377 - 3233

Fax: (352) 377 - 0335

Project Name:	Leon Pit Soil Testing	
GSE Project No.	13106	
Project Location:		
Client:	Locklear and Associates	20. Same in the control of the contr
Date:	4/3/2017	PROCTOR DATA
	PROCTOR No. 2	FROCIONDATA
123		Modified Proctor
		(ASTNA D1357)
		Standard Proctor
122		(ASTIN DESS)
†		Maximum Dry
121		Density (pcf)
€ +		
Dry Unit Mass (pcf)		Optimum Moisture Content (%)
lass		*
¥ 1		LBR (FM 5-515) NT
5 119		Sieve Analysis (Percent Passing)
å +		2" Sieve (%) 100
118		3/4" Sieve (%) 100
		No. 4 Sieve (%) 100 No. 200 Sieve (%) 29
117		Liquid Limit: NP
		Plastic Limit: NP

Sample Description: Red/Brown Silty Fine Sand Sample Location: B-2 Signed: Proposed Use: Kenneth L. Hill, P.E. Sampled By: Locklear **Principal Engineer** Sample Date: 3/15/2017 Florida Registration No. 40146 **Tested By:** C. Senter **Test Date:** 3/29/2017

10

**Moisture Content (%)** 

11

12

Plasticity Index:

Hammer Type:

\*NT: Not Tested
\*NP: Non-Plastic

13

NP

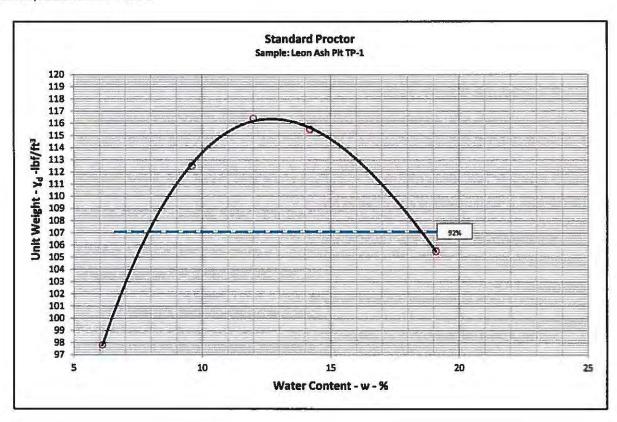
Manual



Laboratory Results						
Project:	Leon Ash Pit					
Sample No./Depth:	TP-1					
Sample Description:	Dark Red (2.5 YR3/6) Clayey, Silty Sand (SC-SM)					
Specific Gravity:	2.72					
Project No.:	2017285					
Report Date:	7/14/2017					

Method Used	A
Preparation Method	Moist
Optimum Water Content	12.8%
Maximum Dry Density	116.4 pcf
92% Dry Density	107.1 pcf
Rammer Type	Manual

<sup>\*</sup>All material passed the No. 4 Sieve

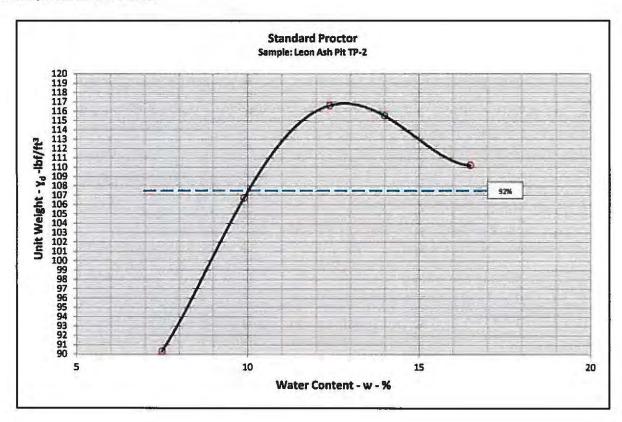




Laboratory Results						
Project:	Leon Ash Pit					
Sample No./Depth:	TP-2					
Sample Description:	Dark Red (2.5 YR3/6) Clayey, Silty Sand (SC-SM)					
Specific Gravity:	2.72					
Project No.:	2017285					
Report Date:	7/14/2017					

Method Used	Α
Preparation Method	Moist
Optimum Water Content	12.8%
Maximum Dry Density	116.8 pcf
92% Dry Density	107.5 pcf
Rammer Type	Manual

<sup>\*</sup>All material passed the No. 4 Sieve

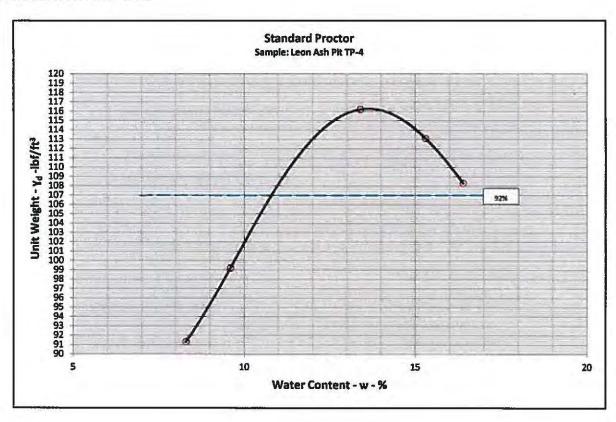




Laboratory Results						
Project:	Leon Ash Pit					
Sample No./Depth:	TP-4					
Sample Description:	Dark Red (2.5 YR3/6) Clayey, Silty Sand (SC-SM)					
Specific Gravity:	2.72					
Project No.:	2017285					
Report Date:	7/14/2017					

Method Used	A			
Preparation Method	Moist			
Optimum Water Content	13.6%			
Maximum Dry Density	116.3 pcf			
92% Dry Density	107.0 pcf			
Rammer Type	Manual			

<sup>\*</sup>All material passed the No. 4 Sieve

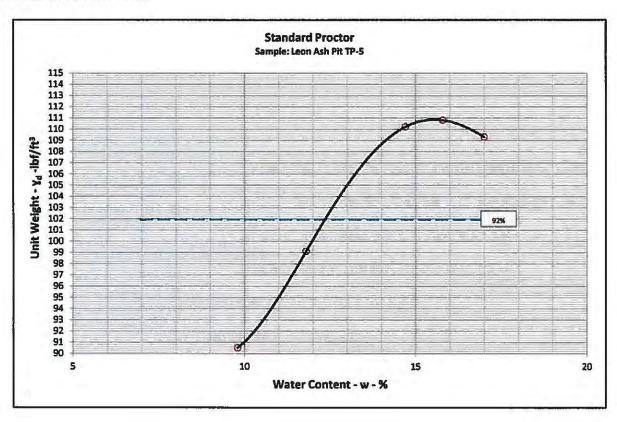




Laboratory Results						
Project:	Leon Ash Pit					
Sample No./Depth:	TP-5					
Sample Description:	Dark Red (2.5 YR3/6) Clayey, Silty Sand (SC-SM)					
Specific Gravity:	2.72					
Project No.:	2017285					
Report Date:	7/14/2017					

Method Used	Α
Preparation Method	Moist
Optimum Water Content	15.6%
Maximum Dry Density	110.8 pcf
92% Dry Density	101.9 pcf
Rammer Type	Manual

<sup>\*</sup>All material passed the No. 4 Sieve

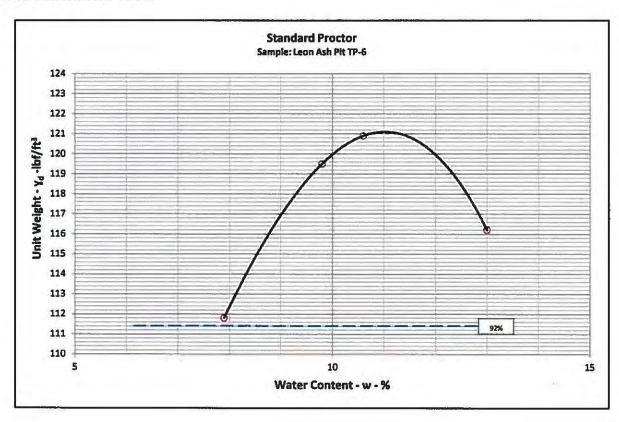




Laboratory Results						
Project:	Leon Ash Pit					
Sample No./Depth:	TP-6					
Sample Description:	Dark Red (2.5 YR3/6) Clayey, Silty Sand (SC-SM)					
Specific Gravity:	2.72					
Project No.:	2017285					
Report Date:	7/14/2017					

Method Used	Α			
Preparation Method	Moist			
Optimum Water Content	11.0%			
Maximum Dry Density	121.1 pcf			
92% Dry Density	111.4 pcf			
Rammer Type	Manual			

<sup>\*</sup>All material passed the No. 4 Sieve



ATTACHMENT D



#### **SUMMARY REPORT OF LABORATORY TEST RESULTS**

**Project Number:** 

13106

Project Name:

**Leon Pit Soil Testing** 

NP:	Non-Plastic Non-Plastic										
Boring Number	Depth (ft)	Soil Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Percent Passing No. 200 Sieve	Standard Proctor Maximum Dry Density (pcf)	Optimum Moisture Content (%)	Unified Soil Classification	AASHTO Soil Classification
B-1	NR	Reddish Brown Silty Fine Sand	8.0	NP	NP	NP	16	119.8	9.4	SM	A-2-4
B-2	NR	Reddish Brown Silty Fine Sand	13	NP	NP	NP	29	122.1	10.3	SM	A-2-4

Boring Number	Constant Head Permeability Specimen Dry Unit Weight (pcf)	Percent Compaction Based on Standard Proctor Maximum Dry Density (%)	Constant Head Permeability Results (ft/day)
B-1	110.2	92	0.17
B-2	112.3	92	No Flow
B-2	101.9	83	0.11

6.0 x 10-5 cm/s

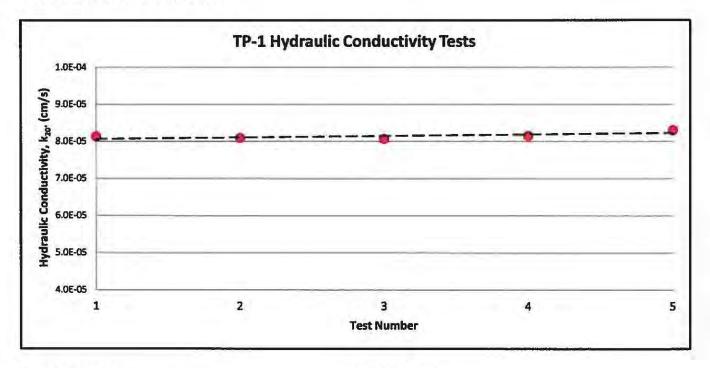
3.9 x 10-5 cm/s



Labo	ratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	TP-1	
Project No.:	2017285	
Report Date:	7/14/2017	

Test Method	B (Rigid Wall)		
Type of Permeameter	Compaction Mold - No Restraint Against Swelling		
Type of Permiant	Deaired tap water		
Molding Water Content	8.3%		
Dry Unit Weight	107.1 pcf		
Amount of Swelling	N/A		
Average Hydraulic Conductivity	8.15E-05 cm/s		

<sup>\*</sup>All material passed the No. 4 sieve



#### **Procedure Used:**

- 1. Material prepared using Wet Method
- 2. Diameter of specimen = 10.24 cm
- 3. Length of specimen = 11.43 cm
- 4. Soil compacted using Standard Effort (D698)
- 5. Molding water content = 8.3%
- 6. Dry density 107.1 pcf
- 7. Specimen and mold placed in rigid wall permeameter
- 8. Performed Type B conductivity tests (min 5 ea.)
- 9. Computed average conductivity from last 4 tests

#### **Equation Used:**

 $k = (aL/At) \times (ln (h_1/h_2))$ 

where:

a = area of standpipe (cm<sup>2</sup>)

L = length of soil sample (cm)

A = area of soil sample (cm<sup>2</sup>)

t = elapsed time of test (sec)

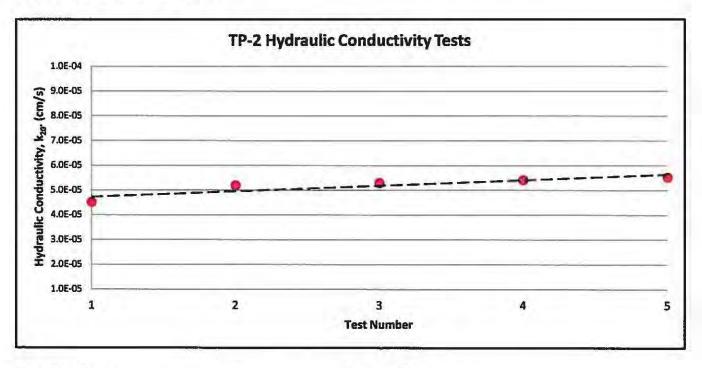
 $h_1$  = initial ht of water in standpipe @ t=0 (cm)



Labo	ratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	TP-2	
Project No.:	2017285	
Report Date:	7/14/2017	

Test Method	B (Rigid Wall)
Type of Permeameter	Compaction Mold - No Restraint Against Swelling
Type of Permiant	Deaired tap water
Molding Water Content	10.1%
Dry Unit Weight	108.3 pcf
Amount of Swelling	N/A
Average Hydraulic Conductivity	5.35E-05 cm/s

<sup>\*</sup>All material passed the No. 4 sieve



#### **Procedure Used:**

- 1. Material prepared using Wet Method
- 2. Diameter of specimen = 10.24 cm
- 3. Length of specimen = 11.43 cm
- 4. Soil compacted using Standard Effort (D698)
- 5. Molding water content = 10.1%
- 6. Dry density 108.3 pcf
- 7. Specimen and mold placed in rigid wall permeameter
- 8. Performed Type B conductivity tests (min 5 ea.)
- 9. Computed average conductivity from last 4 tests

#### **Equation Used:**

 $k = (aL/At) \times (ln (h_1/h_2))$ 

where:

a = area of standpipe (cm<sup>2</sup>)

L = length of soil sample (cm)

A = area of soil sample (cm<sup>2</sup>)

t = elapsed time of test (sec)

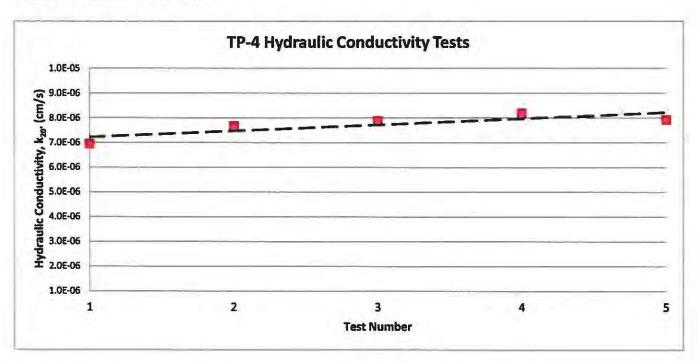
 $h_1$  = initial ht of water in standpipe @ t=0 (cm)



Laboratory Results				
Project:	Leon Ash Pit			
Sample No./Depth:	TP-4			
Project No.:	2017285	200		
Report Date:	7/14/2017			

Test Method	B (Rigid Wall)		
Type of Permeameter	Compaction Mold - No Restraint Against Swelling		
Type of Permiant	Deaired tap water		
Molding Water Content	11.5%		
Dry Unit Weight	109.4 pcf		
Amount of Swelling	N/A		
Average Hydraulic Conductivity	7.91E-06 cm/s		

<sup>\*</sup>All material passed the No. 4 sieve



#### **Procedure Used:**

- 1. Material prepared using Wet Method
- 2. Diameter of specimen = 10.24 cm
- 3. Length of specimen = 11.43 cm
- 4. Soil compacted using Standard Effort (D698)
- 5. Molding water content = 11.5%
- 6. Dry density 109.4 pcf
- 7. Specimen and mold placed in rigid wall permeameter
- 8. Performed Type B conductivity tests (min 5 ea.)
- 9. Computed average conductivity from last 4 tests

#### **Equation Used:**

 $k = (aL/At) \times (ln (h_1/h_2))$ 

where:

a = area of standpipe (cm<sup>2</sup>)

L = length of soil sample (cm)

A = area of soil sample (cm<sup>2</sup>)

t = elapsed time of test (sec)

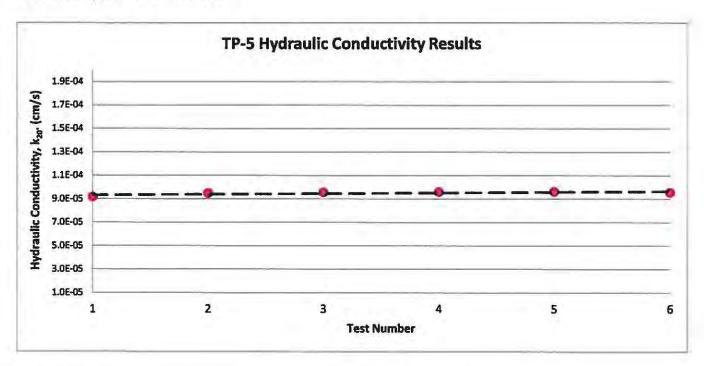
h<sub>1</sub> = initial ht of water in standpipe @ t=0 (cm)



Labor	ratory Results	
Project:	Leon Ash Pit	
Sample No./Depth:	TP-5	
Project No.:	2017285	70.00
Report Date:	7/14/2017	-

Test Method	B (Rigid Wall)		
Type of Permeameter	Compaction Mold - No Restraint Against Swelling		
Type of Permiant	Deaired tap water		
Molding Water Content	12.5%		
Dry Unit Weight	102.2 pcf		
Amount of Swelling	N/A		
Average Hydraulic Conductivity	9.56E-05 cm/s		

<sup>\*</sup>All material passed the No. 4 sieve



#### **Procedure Used:**

- 1. Material prepared using Wet Method
- 2. Diameter of specimen = 10.24 cm
- 3. Length of specimen = 11.43 cm
- 4. Soil compacted using Standard Effort (D698)
- 5. Molding water content = 12.5%
- 6. Dry density 102.2 pcf
- 7. Specimen and mold placed in rigid wall permeameter
- 8. Performed Type B conductivity tests (min 5 ea.)
- 9. Computed average conductivity from last 4 tests

#### **Equation Used:**

 $k = (aL/At) \times (ln (h_1/h_2))$ 

where:

a = area of standpipe (cm<sup>2</sup>)

L = length of soil sample (cm)

A = area of soil sample (cm<sup>2</sup>)

t = elapsed time of test (sec)

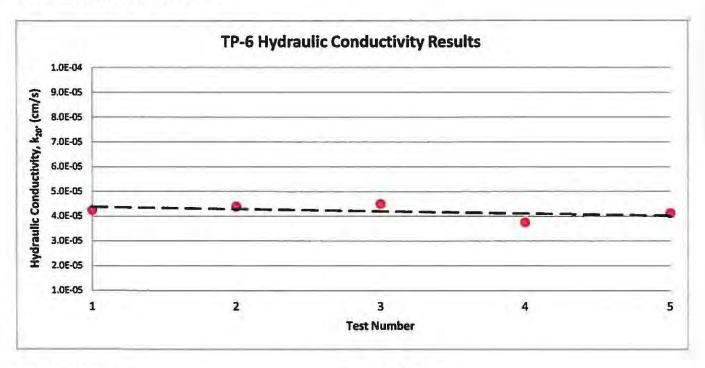
h<sub>1</sub> = initial ht of water in standpipe @ t=0 (cm)



Laboratory Results				
Project:	Leon Ash Pit			
Sample No./Depth:	TP-6			
Project No.:	2017285			
Report Date:	7/14/2017			

Test Method	B (Rigid Wall)		
Type of Permeameter	Compaction Mold - No Restraint Against Swelling		
Type of Permiant	Dealred tap water		
Molding Water Content	8.0%		
Dry Unit Weight	112.1 pcf		
Amount of Swelling	N/A		
Average Hydraulic Conductivity	4.19E-05 cm/s		

<sup>\*</sup>All material passed the No. 4 sieve



#### **Procedure Used:**

- 1. Material prepared using Wet Method
- 2. Diameter of specimen = 10.24 cm
- 3. Length of specimen = 11.43 cm
- 4. Soil compacted using Standard Effort (D698)
- 5. Molding water content = 8.0%
- 6. Dry density 112.1 pcf
- 7. Specimen and mold placed in rigid wall permeameter
- 8. Performed Type B conductivity tests (min 5 ea.)
- 9. Computed average conductivity from last 4 tests

#### **Equation Used:**

 $k = (aL/At) \times (ln (h_1/h_2))$ 

where:

a = area of standpipe (cm<sup>2</sup>)

L = length of soil sample (cm)

A = area of soil sample (cm<sup>2</sup>)

t = elapsed time of test (sec)

 $h_1$  = initial ht of water in standpipe @ t=0 (cm)

#### Attaxhibit B A Cot/Bate Spect ITB# BC-10-25-16-02 Closure of the Leon County Solid Waste Facility Class I Landfill Phases II-B, II-C II-D and Class III South Closure

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs

Bidder is to understand that the total bid price is based on estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Bid Form for various items are estimated only and may be increased or decreased as provided in the Contract. The Engineer's Estimated Quantities are for information only and do not include fluff factors, installation techniques, material waste, etc.

PART I GENERAL

Item No.	Description	Unit	Engineer's Estimated Quantities	Unit Price	Amount
1	Mobilization, Demobilization, Insurance, Bonds & General Conditions (<10% of Bid)	LS	1	\$1,296,500.82	
2	Survey and Record Drawings	LS	1	\$159,660.00	\$ 159,660.00 -
3	Maintenance of Traffic	LS	1	\$10,000.00	
4	Installation and Maintenance of Soil Erosion and Sedimentation Control Measures	LF	16,209	\$3.00	
5	Soil Tracking Prevention Device	EA	1	\$7,850.00	
6	Site Clearing, Grubbing and Removal of Existing Access Roads	LS	1	\$120,000.00	
7	Excavation and Relocation of Existing Waste Material	CY	165,031	\$7.50	\$1,237,732.50
8	Excavation, Hauling and Installation of General Fill Material from stockpiles at landfill (Shaping Material)	CY	176,340	\$4.00	\$ 705,360.00
9A	Excavation, Hauling and Installation of Intermediate Cover (Grading Layer min 12") from stockpiles at landfill	CY	45,860	\$4.00	\$ 183,440.00
9B	Excavation, Hauling and Installation of Intermediate Cover (Grading Layer min 12") from F.A. Ash Borrow Pit	CY	55,886	\$11.00	\$ 614,746.00
10	Excavation, Hauling and Installation of 18" Protective Soil Layer from F.A. Ash Borrow Pit	CY	152,784	\$12.00	\$1,833,408.00
11	Hauling and Installation of 6" Top Soil Layer	CY	50,928	\$12.00	\$ 611,136.00 -
12	Furnish and Install 40-mil Textured LLDPE Geomembrane	SF	2,789,645	\$0.45	\$1,255,340.25
13	Furnish and Install Geocomposite	SF	2,789,645	\$0.80	\$2,231,716.00 -
14	Furnish and Install 12" HDPE Perforated Pipe (Toe and Underdrain Collection)	LF	19,417	\$23.00	\$ 446,591.00
15	Furnish and Install 12" HDPE Solid Pipe (Toe and Underdrain Collection)	LF	1,140	\$35.00	
16	Furnish and Install Geotextile Filter Fabric (Toe and Underdrain Collection)	LS	1	\$29,000.00	s 29,000.00 -
17	Furnish and Install Coarse Aggregate (Toe and Underdrain Collection)	LS	1	\$160,000.00	\$ 160,000.00
18	Furnish and Install Performance Turf, Sod	SY	162,721	\$2.89	\$ 470,263.69 -
19	Furnish and Install Hydroseeding	SY	199.533	\$0.78	\$ 155,635.74 -
20	Furnish and Install Fabric Formed Concrete (Flumes)	SF	51,693	\$8.00	•
21	Furnish and Install Fabric Formed Concrete (North and South Swales Adjacent to Landfill)	SF	31,641	\$8.00	\$ 253,128.00
22	Install Perimeter Channels and Stormwater Management System Modifications	LS	1	\$115,000.00	\$ 115,000.00
23	Existing Gas Extraction Wells & Drains Extension	LF	165	\$150.00	\$ 24,750.00
24	Installation of Passive Gas Wells	EA	34	\$3,000.00	\$ 102,000.00 -
25	Existing Leachate Collection System Clean Out Extension	EA	40	\$2,400.00	
26	1-1/2" Asphalt Pavement FDOT Type S-1 (Yard Waste Area)	TN	40	\$166.00	

Attachment #1

27	6" Compacted Limerock Base Exh (Yard Waste Area)	bit B - Cost	Rate Sheet	\$30.00	\$	Page 428 of 433 2,490.00
28	12" Stabilized Subgrade (Yard Waste Area)	CY	171	\$11.00		1,881.00
29	1-1/2" Asphalt Pavement FDOT Type S-1 (Access Road)	TN	344	\$166.00	5	57,104.00
30	6" Compacted Limerock Base (Access Road)	CY	738	\$30.00	_	22,140.00
31	12" Stabilized Subgrade (Access Road)	CY	1,547	\$11.00	s	17,017.00
32	Retaining Wall Located at the Yard Waste Area	LF	80	\$227.00		18,160.00 -
33	Retaining Wall Located at the Leachate Pump Stations	LF	233	\$378.00	5	88,074.00
34	Ditch Bottom Inlet, Type C	EA	1	\$2,900.00	S	2,900.00 -
35	Ditch Bottom Inlet, Type D	EA	1	\$4,950.00	5	4,950.00 -
36	24" Reinforced Concrete Pipe	LF	75	\$59.00	5	4,425.00 -
37	Mitered End Section	EA	1	\$1,250.00	5	1,250.00 -
38	Gravel Pad (Airfield Area)	CY	93	\$90.00	5	8,370.00 -
39	Electric Conduit (Airfield Area)	LF	520	\$19.00	\$	9,880.00 -
ART	I SUBTOTAL:				51	2,866,610.00 -

PART 2 ALTERNATIVES

Item No.	Description	Unit	Engineer's Estimated Quantities	Unit Price	Amount
40	Owner Contingency	LS	1	\$ 100,000.00	\$ 100,000,00
41	Boring Refusal	LF	1	\$40.00	\$40.00
ART	SUBTOTAL:				s 100,040.00-
TOTAL	L BASE BID (including Part 1 and 2):				\$12,966,650.00-

TOTAL BASE BID (in words) (including Part 1 and 2):

Twelve Million Nine Hundred Sixty-Six Thousand Six Hundred Fifty Dollars and Zero Cents DOLLARS

COMANCO Environmental Corporation
Company Name

Authorized Stanature

2-14-18

Date

Bid Title: Invitation to Bid for the Closure of the Leon County Solid Waste Landfill

Bid Number: BC-10-25-16-02 (Phase II)

Opening Date: Thursday, January 26, 2017 at 2:00 p.m. Eastern Time

#### MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent:	COMANCO Environmental Corporation
40 m 4 6 600 m 10 m 10 m 10 m 10 m	

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

#### SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

#### Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises	17% of the total anticipated contract value
(MBE) Certified Women Business	9% of the total anticipated contract value

#### **SECTION 2 - GOOD FAITH EFFORT**

The following list of the good faith efforts criteria complies with Leon Countys Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondents Good Faith Effort documentation.

- Please identify <u>all</u> of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of <u>all</u> Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
  - Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied.

Bid Number: BC-10-25-16-02 (Phase II)

- IXI b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
- X Contacted the MWSBE Division for a listing of available MWBEs who provide the services C. needed for the bid or proposal.
- X d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- X e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- X f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- IX Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

\*Contacted the MWSBE Division through procurement (based upon pre-bid meeting conversation with Shelly Kelley and subsequent written request for clarification to Leon County Purchasing Department) pertaining to our concerns about achieving the aspirational targets. It is our understanding that our concerns were presented to MWSBE Division and, according to Addendum #5, MWSBE Division decided not to reduce aspirational targets for this project.

- \*\*Maintained log (attached) of all MWSBE email/phone contact and status throughout bid process.
  - 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBEs seeking subcontracting opportunities.
  - 3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Invitation to Bid for the Closure of the Leon County Solid Wastentandfill/BE Participation Plan

Bid Number: BC-10-25-16-02 (Phase II)

Opening Date: Thursday, January 26, 2017 at 2:00 p.m. Eastern Time

#### SECTION 3 - RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

#### MRF and WRF Intended Utilization

		MBE and WBE Inte	ended Utilization	<u> </u>	
Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business		0_000			
a. Florida Developers, Inc.	642 W. Brevard Street Tallahassee, FL 32304	850-224-6002	В	\$139,075.00	Stabilized Subgrade, Limerock Road Base, Asphalt Paving
b. Florida Developers, Inc.	642 W. Brevard Street Tallahassee, FL 32304	850-224-6002	В	\$774,000.00	Hauling from F.A. Ash Pit to Landfill
c. Delacy Farm Sod, Inc.	93 Peavy Road Havana, FL 32333	850-539-5008	w	\$626,274.00	Sod and Seeding
d. Poole Engineering and Surveying, Inc.	2145 Delta Boulevard Suite 100 Tallahassee, FL 32303	850-386-5117	w	\$159,660.00	Surveying and As-Builts
e. Michael & Emma Jones Janitorial	4373 Slash Pine Lane Tallahassee, FL 32305	850-942-4769	В	\$6,600.00	Office Trailer Janitorial Services
f.					
Total Bid Amount \$ 12,966,650.00		Total MWBE Participation \$ 1,705,609.00			MBE Participation MBE = 7.1%  WBE = 6.0%  Participation %MWBE Total = 13.1%  (MBE or WBE

<sup>&</sup>lt;sup>1</sup>Certification Attach and submit a copy of each MBE and WBE certification with the proposal.

<sup>&</sup>lt;sup>2</sup>Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non- Minority Female (F) owned firms.

Bid Title: Invitation to Bid for the Closure of the Leon County Solid Wastellia additive Participation Plan

Bid Number: BC-10-25-16-02 (Phase II)

Opening Date: Thursday, January 26, 2017 at 2:00 p.m. Eastern Time

#### SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. B&H Drilling Services	7744 Peters Road, PMB-328 Plantation, Florida 33324	954-614-0492	\$37,930.00	Landfill Gas Well Drilling
b.Florida Hydroseeding & Erosion Control	P.O. Box 1511 Port Salerno, FL 34992	772-888-2989	\$19,009.00	Silt Fence Installation
c. Formasters Concrete Specialists	P.O. Box 1026 Lake Helen, Florida 32744	386-228-3003	\$78,906.00	Cast-in-Place Concrete Retaining Walls
d.				
e.				
f.				
g.				
h.				
i.				

#### RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; and,

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

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

Adopted this 10th day of April, 2018.

	LEON COUNTY, FLORIDA  BY:  Nick Maddox, Chairman Board of County Commissioners
ATTEST: Gwendolyn Marshall, Clerk of the Court at Leon County, Florida	nd Comptroller
BY:	
Approved as to Form: Leon County Attorney's Office	
BY: Herbert W. A. Thiele, Esq. County Attorney	

					SCAL YEAI ET AMENDI		<u>7/2018</u> REQUEST		
No: Date:		18017 2018					Agenda Item No: Agenda Item Date:	4/10/2018	
County	/ Admini	strator				ļ	Deputy County Adı	ministrator	
Vincen	t S. Long	9				-	Alan Rosenzweig		
					Request		:		
		,	Nacquint	Information	Rever	<u>iues</u>	Current Budget	Change	Adjusted Budget
Fund	Org		Prog	imormation	Title		Current Budget	Change	Adjusted Budget
401	000	399900	000	Appropria	ted Fund Baland	е	3,239,115	13,887,250	17,126,365
							Subtotal:	13,887,250	
					<u>Expend</u>	<u>itures</u>			
				Information			<b>Current Budget</b>	Change	<b>Adjusted Budget</b>
Fund	Org	Acct	Prog	Landfill Clas	Title	onto			
401	036043	56300	534		ure - Improvem Than Buildings	ents	1,273,056	12,966,650	14,239,706
401	036043		534		sional Services		1,270,000	920,600	920,600
							Subtotal:	13,887,250	
					Purpose of	Requ	est:		
Waste amount	Managen t of \$13,8	nent Fac 87,250.	ility Clas	s I and Class I dget Amendme	II South Landfill	Closure d by the	ost reserve fund for , Phase II located o Board on March 27	n Apalachee I	Parkway in the
Group/	/Program	n Directo	or		Budge	t Manag	ger		
							<del>-</del>		
					Scott	Ross,	Director, Office of	Financial Ste	wardship
Approv	/ed By:			Resolution	$\mathbf{x}$	Motion	A	administrator	

# **Solid Waste Facility**





# LEON COUNTY PURCHASING DIVISION TABULATION SHEET BC-10-25-16-02

Attachment #4
Page 1 of 1

Solicitation Title: Closure of the Leon County Solid Waste Landfill

elly Kellar

Opening Date: Thursday, February 15, 2018 at 2:00 PM

Item/Vendor	Comanco	Thalle Construction	
Manual Signature/Proposal Response Cover Sheet	Yes	Yes	
Immigration	Yes	Ves	
MWSBE	Yes	Yes	
Equal Opportunity/Affirmative Action Statement	Yes	Yes	
Drug Free Workplace/Tie Bids	Yes	Yes	
Contractor Business Information	Yes	Ves	
Non-Collusion	Yes	Ves	
Insurance Certification	Ves	Yes	
Trench Safety Act Form	Yes	Yes	
Certification of Debarment	Yes	Yes	
Certification of Trades	Ves	Yes	
Local Vendor Certification	NA	Ves	
Bid Guarantee	Yes	Yes	
Price	\$ 12,966,650,00	\$13,829,709.23	
No Bid Document			

Tabulated By:

Page 563 of 1364/

Posted on April 2, 2018

# Attachment A - Cost/Rate Sheet ITB# BC-10-25-16-02 Closure of the Leon County Solid Waste Facility Class I Landfill Phases II-B, II-C II-D and Class III South Closure

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs

Bidder is to understand that the total bid price is based on estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Bid Form for various items are estimated only and may be increased or decreased as provided in the Contract. The Engineer's Estimated Quantities are for information only and do not include fluff factors, installation techniques, material waste, etc.

PART I GENERAL

Item No.	I GENERAL  Description	Unit	Engineer's Estimated Quantities	Unit Price	Amount
1	Mobilization, Demobilization, Insurance, Bonds & General Conditions (<10% of Bid)	LS	1	\$1,296,500.82	\$ 1,296,500.82 -
2	Survey and Record Drawings	LS	1	\$159,660.00	\$ 159,660.00 -
3	Maintenance of Traffic	LS	1	\$10,000.00	\$ 10,000.00 -
4	Installation and Maintenance of Soil Erosion and Sedimentation Control Measures	LF	16,209	\$3.00	
5	Soil Tracking Prevention Device	EA	1	\$7,850.00	\$ 7,850.00 -
6	Site Clearing, Grubbing and Removal of Existing Access Roads	LS	1	\$120,000.00	
7	Excavation and Relocation of Existing Waste Material	CY	165,031	No.	\$ 1,237,732.50
8	Excavation, Hauling and Installation of General Fill Material from stockpiles at landfill (Shaping Material)	CY	176,340	\$4.00	\$ 705,360.00
9A	Excavation, Hauling and Installation of Intermediate Cover (Grading Layer min 12") from stockpiles at landfill	CY	45,860	\$4.00	s 183,440.00
9B	Excavation, Hauling and Installation of Intermediate Cover (Grading Layer min 12") from F.A. Ash Borrow Pit	CY	55,886	\$11.00	s 614,746.00
10	Excavation, Hauling and Installation of 18" Protective Soil Layer from F.A. Ash Borrow Pit	CY	152,784	\$12.00	s <sub>1,833,408.00</sub>
11	Hauling and Installation of 6" Top Soil Layer	CY	50,928	\$12.00	\$ 611,136.00 -
12	Furnish and Install 40-mil Textured LLDPE Geomembrane	SF	2,789,645	\$0.45	s <sub>1,255,340.25</sub>
13	Furnish and Install Geocomposite	SF	2,789,645	\$0.80	\$2,231,716.00 -
14	Furnish and Install 12" HDPE Perforated Pipe (Toe and Underdrain Collection)	LF	19,417	\$23.00	\$ 446,591.00
15	Furnish and Install 12" HDPE Solid Pipe (Toe and Underdrain Collection)	LF	1,140	\$35.00	\$ 39,900.00
16	Furnish and Install Geotextile Filter Fabric (Toe and Underdrain Collection)	LS	i	\$29,000.00	7
17	Furnish and Install Coarse Aggregate (Toe and Underdrain Collection)	LS	1	\$160,000.00	
18	Furnish and Install Performance Turf, Sod	SY	162,721	\$2.89	\$ 470,263.69 -
19	Furnish and Install Hydroseeding	SY	199,533	\$0.78	\$ 155,635.74 -
20	Furnish and Install Fabric Formed Concrete (Flumes)	SF	51,693	\$8.00	
21	Furnish and Install Fabric Formed Concrete (North and South Swales Adjacent to Landfill)	SF	31,641	\$8.00	
22	Install Perimeter Channels and Stormwater Management System Modifications	LS	T.	\$115,000.00	
23	Existing Gas Extraction Wells & Drains Extension	LF	165	\$150.00	\$ 24,750.00
24	Installation of Passive Gas Wells	EA	34	\$3,000.00	\$ 102,000.00
25	Existing Leachate Collection System Clean Out Extension	EA	40	\$2,400.00	s 96,000.00
26	1-1/2" Asphalt Pavement FDOT Type S-1 (Yard Waste Area)	TN	40	\$166.00	

27	6" Compacted Limerock Base (Yard Waste Area)	CY	83	\$30.00	s	2,490.00	
28	12" Stabilized Subgrade (Yard Waste Area)	CY	171	\$11.00	S	1,881.00	
29	1-1/2" Asphalt Pavement FDOT Type S-1 (Access Road)	TN	344	\$166.00	5	57,104.00	
30	6" Compacted Limerock Base (Access Road)	CY	738	\$30.00	-	22,140.00	
31	12" Stabilized Subgrade (Access Road)	CY	1,547	\$11.00	S	17,017.00	
32	Retaining Wall Located at the Yard Waste Area	LF	80	\$227.00	5	18,160.00	
33	Retaining Wall Located at the Leachate Pump Stations	LF	233	\$378.00	5	88,074.00	
34	Ditch Bottom Inlet, Type C	EA	1	\$2,900.00	5	2,900.00	-
35	Ditch Bottom Inlet, Type D	EA	1	\$4,950.00	S	4,950.00	-
36	24" Reinforced Concrete Pipe	LF	75	\$59.00	5	4,425.00	
37	Mitered End Section	EA	1	\$1,250.00		1,250.00	-
38	Gravel Pad (Airfield Area)	CY	93	\$90.00		8,370.00	
39	Electric Conduit (Airfield Area)	LF	520	\$19.00		9,880.00	
RT	I SUBTOTAL:					2,866,610.00	

PART 2 ALTERNATIVES

Item No.	Description	Unit	Engineer's Estimated Quantities		Unit Price		Amount
40	Owner Contingency	LS	1	\$	100,000.00	S	100,000,00
41	Boring Refusal	LF	1	7	\$40.00		\$40.00
PART	SUBTOTAL:					S	100,040.00
TOTAL	. BASE BID (including Part 1 and 2):					S 12	2,966,650.00
TOTAL	. BASE BID (in words) (including Part 1 and 2):						

Twelve Million Nine Hundred Sixty-Six Thousand Six Hundred Fifty Dollars and Zero Cents DOLLARS

COMANCO Environmental Corporation

Company Name

Mark A. Topp

2-14-18

Authorized Signature

Date

February 26, 2018

Mr. Charles Wu, P.E. Director of Engineering Services Leon County Department of Public Works 2280 Miccosukee Road Tallahassee, FL 32308

RE: Bid BC-10-25-16-02 (Phase II)

Closure of the Leon County Solid Waste Landfill

Dear Mr. Wu:

We have reviewed the bids for the subject Bid BC-10-25-16-02 (Phase II) for the closure of the Leon County Solid Waste Landfill. The two submitted bids are within 7% between the highest and lowest bids. Based on our review of the bids submitted, we would concur that COMANCO Environmental Corporation is the lowest responsive bidder. The qualifications of both bidders were reviewed and approved during the initial phase of the bid process. Additionally, COMANCO is well known in the solid waste construction field and is very experienced in this type of work.

Please feel free to contact me at (352) 672-6867 if you have any questions.

Sincerely,

John Locklear, P.G.

President

Locklear & Associates, Inc.

### Inter-Office Memorandum

Date: February 23, 2018

To: Sam Ijeoma, Senior Design Engineer

Public Works- Engineering Services

From: Darryl Jones, Deputy Director

Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Closure of the Leon County Solid Waste Landfill (BC-10-25-16-02)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of two bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Closure of the Leon County Solid Waste Landfill Project. The submitted MWBE Participation Plans for each bidder are as follows:

Comanco Environmental Corporation did not meet the MWBE Aspirational Target for Construction Subcontracting; however a satisfactory Good Faith Effort Form and supporting documentation were provided. The MWBE firms listed below are the firms Comanco Environmental Corporation intends to utilize on this project.

Total Bid Amount	\$12,966,650.00					
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage	
Florida Developers	African American Male	City of Tallahassee	Stabilized Subgrade, Limerock	\$139,075	1.1%	
Florida Developers	African American Male	City of Tallahassee	Hauling	\$774,000	6.0%	
Poole Engineering	Non-Minority Female	City of Tallahassee	Hauling	\$159,660	1.23%	
Delacy Sod	Non-Minority Female	City of Tallahassee	Sod	\$626,274	4.8%	
Michael & Emma Jones	African American Female	City of Tallahassee	Janitorial Services	\$6,600	.05%	
Total MWBE \$					\$1,705,609	
Total MWBE Utilization %					13.1%	

Thalle Construction Co., Inc., did not meet the MWBE Aspirational Target for Construction Subcontracting; however a satisfactory Good Faith Effort Form and supporting documentation were provided. If Thalle Construction Co., Inc., is selected, staff is recommending that Thalle Construction Co., Inc., continue its Good Faith Efforts to increase their MWBE participation. The MBE firm listed below is the firm Thalle Construction Co., Inc., intends to utilize on this project.

Total Bid Amount	\$13,829,709.23					
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage	
Florida Developers	African American Male	City of Tallahassee	Trucking	\$1,490,823	10.8%	
Total MWBE \$					\$1,490,823	
Total MWBE Utilization %					10.8%	

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #6** 

# **Leon CountyBoard of County Commissioners**

Agenda Item #6

**April 10, 2018** 

To: Honorable Chairman and Members of the B $\phi$ ard

From: Vincent S. Long, County Administrator

Title: Appointment of Commissioners to the Value Adjustment Board

Review and Approval: Vincent S. Long, County Administrator				
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator			
Lead Staff/ Project Team:	Mary Smach, Agenda Coordinator			

#### **Statement of Issue:**

Per Board Policy, this agenda item seeks the Board's approval to appoint Commissioners to the Value Adjustment Board.

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option #1: Full Board to consider the appointments of two Commissioners to the Value

Adjustment Board for two-year terms beginning May 1, 2018 and ending April

30, 2020.

Title: Appointment of Commissioners to the Value Adjustment Board

April 10, 2018

Page 2

#### **Report and Discussion**

#### **Background:**

Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities", was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities, and the terms of those appointments (Attachment #1). The Policy represents those Boards/Authorities that require County Commission membership be appointed by the full Board.

#### **Analysis:**

For calendar year 2018, the policy provides that the full Board make Commissioner appointments to the following:

Board/Authority	<b>Current Member</b>	Term Expired	Recommended Action
Value Adjustment Board	Jimbo Jackson Nick Maddox	2/28/2018 2/28/2018	Appoint <b>two</b> Commissioners for two-year terms ending April 30, 2020

The appointments to the Value Adjustment Board (VAB) are out-of-cycle with the other Commissioner appointments to Boards/Authorities made in December, due to the yearly cycle of the workload for the VAB. The initial VAB organizational meeting is held in late July or early August and the final meeting in January, but in the past the VAB has met as late as April to accommodate late applications. Therefore the expiration date of the two-year term is recommended to be adjusted to end on April 30, in order to be in sync with the yearly VAB meeting schedule.

#### Value Adjustment Board (VAB)

The VAB settles disputes between taxpayers and the Property Appraiser and is staffed by the Leon County Clerk of Court and Comptroller's office. If the property owner feels their property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB. The VAB consists of five members: two County Commissioners, one School Board member, one citizen appointed by the Board of County Commissioners who is a homesteaded property owner, and one citizen appointed by the School Board who owns a business occupying commercial space located in the school district.

Currently, Commissioners Jimbo Jackson and Nick Maddox serve on the VAB.

• Full Board to appoint two Commissioners to the Value Adjustment Board, for two-year terms ending April 30, 2020.

#### **Options:**

- 1. Full Board to consider the appointment of two Commissioners to the Value Adjustment Board for two-year terms beginning May 1, 2018 and ending April 30, 2020.
- 2. Board direction.

#### **Recommendation:**

Option: #1.

### Attachment:

1. Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities"

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

#### Policy No. 11-2

Title: Commissioner Membership on Boards, Committees, Councils, and

Authorities

Date Adopted: January 23, 2018

Effective Date: January 23, 2018

Reference: See footnotes for references

Policy Superseded: Policy No. 93-13, Membership by the Board of County Commissioners on

Boards, Committees, Councils and Authorities, adopted January 12, 1993; Policy No. 98-6, Membership by the Board of County Commissioners on Boards, Committees, Councils, Authorities, and Liaison, adopted October 13, 1998; revised February 26, 2008; revised July 13, 2010; revised November 16, 2010; revised December 14, 2010; Policy No. 11-2, Membership on Boards, Committees, Councils, and Authorities, adopted April 12, 2011; revised August 23, 2011; revised April 23, 2013; revised February 11, 2014; revised April 8, 2014; revised

January 26, 2016; revised December 13, 2016

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-2, revised by the Board of County Commissioners on December 13, 2016, is hereby amended, and a revised policy is hereby adopted in its place, to wit:

- 1. The following table represents the Boards, Committees, Councils, and Authorities, which require County Commission membership and appointments of some, but not all, Commissioners who shall serve on the basis of their position. In addition, the table establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership.
- 2. Full Board (Appointing Authority) appointments shall be made at the first regularly scheduled meeting of the Board of County Commissioners during the month of December or as soon thereafter as possible.
- 3. Chairman appointments shall be made by written memorandum or letter from the Chairman to the Committee, Council, Board or Authority and a copy to the appointee.
- 4. The administration and maintenance of the list of Chairman and Full Board appointments is assigned to the Agenda Coordinator.
- 5. Each Commissioner appointee shall endeavor to keep the Board of County Commissioners advised of those significant actions taken within their area of appointment.

Name	Туре	Eligibility	Term	Appointing Authority
<b>Apalachee Regional Planning</b> Council <sup>1</sup>	Member	One Commissioner	Two Years	Full Board
	Member	One City Commissioner	Two Years	Full Board
<b>Big Bend Continuum of Care</b> <b>Board</b> <sup>2</sup>	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizen Advisory Committee <sup>3</sup>	Liaison (not a member)	One Commissioner	Two Years	Full Board
Canvassing Board <sup>4</sup>	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member (Substitute)	One Commissioner	Two Years	Full Board
	Member (Alternate)	One Commissioner	Two Years	Chairman
Capital Region Transportation Planning Agency <sup>5</sup>	Members	Three Commissioners	Two Years	Full Board
<b>Challenger Learning Center Board</b> <sup>6</sup>	Member	One Commissioner	Two Years	Chairman
Community Redevelopment Agency (CRA) <sup>7</sup>	Members	Four Commissioners	Two Years	Full Board
Council on Culture & Arts <sup>8</sup>	Member (Ex Officio voting)	One Commissioner	Four Years	Full Board
Criminal Justice Coordinating Council <sup>9</sup>	Member	One Commissioner	Two Years	Chairman
<b>Downtown Improvement</b> <b>Authority (DIA)</b> <sup>10</sup>	Member (Ex Officio voting)	One Commissioner	T	Chairman
and		Serves on both the DIA and DTBA	Two Years	
<b>Downtown Tallahassee Business</b> <b>Association (DTBA)</b> <sup>11</sup>				
<b>Educational Facilities Authority</b> <sup>12</sup>	Liaison (not a member)	One Commissioner	Two Years	Full Board
Geographic Information Systems Executive Committee <sup>13</sup>	Member	One Commissioner	Two Years	Chairman
Joint City/County/School Board Coordinating Committee <sup>14</sup>	Member	One Commissioner	Four Years	Full Board

#### Policy No. 11-2 Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Туре	Eligibility	Term	Appointing Authority
Juvenile Justice Circuit Advisory Board <sup>15</sup>	Member	One Commissioner	Two Years	Full Board
Public Safety Coordinating Council <sup>16</sup>	Member	One Commissioner	Two Years	Chairman
Research and Development Authority <sup>17</sup>	Member	One Commissioner	Four Years	Full Board (By Resolution)
Tallahassee Sports Council <sup>18</sup>	Member	One Commissioner	Three Years	Chairman
<b>Tourist Development Council</b> <sup>19</sup>	Member (Serves as TDC Vice Chair)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
Transportation Disadvantaged Coordinating Board <sup>20</sup>	Member (Serves as TDCB Chair)	One Commissioner	Two Years	Chairman
Value Adjustment Board <sup>21</sup>	Members (one selected as VAB Chair)	Two Commissioners	Two Years	Full Board
<b>Workforce Development Consortium, Region 5</b> 22	Member	One Commissioner	Two Years	Full Board

#### Foot Notes:

- 1. Apalachee Regional Council: Section 186.504 F.S.; FL Admin Code 29L-1 (a) Of the three (3) representatives accorded to each member county, the county elected official shall be appointed by the Board of County Commissioners of the member county and shall serve at the pleasure of the Board of County Commissioners. Each Board of County Commissioners will then also appoint either the elected representative of the cities or the non-elected representative of the private sector.(b) The third representative from each county shall be appointed by the Governor subject to confirmation by the State Senate, pursuant to the provisions of Section 160.01(3), F.S.
- 2. Big Bend Continuum of Care Board: Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act; CoC Governance Charter
- 3. Canopy Road Committee Bylaws
- 4. Section 102.141 F.S.; Canvassing Board members must not be a candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed (Disqualified to Serve) Substitute Member serves if Chairman is unable or Disqualified to Serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or Disqualified to Serve.
- Capital Region Transportation Planning Agency Interlocal Agreement, Amended May 13, 2014 and Leon County Resolution No. 09-42
- 6. Challenger Learning Center Board Bylaws
- 7. Community Redevelopment Agency: City Code of Law, Chapter 6, Art. II, Div 2; Terms shall be consistent with City of Tallahassee Ordinance No. 07-O-35AA, which currently stipulates terms are concurrent with term of office; however, the County has requested a revision to provide for bi-annual appointments
- 8. Sec. 265.32, F.S.; Res. R85-46, 10/29/1985; Interlocal Agreement, 10/18/1985; COCA Bylaws; During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.
- 9. Criminal Justice Coordinating Council: Admin Order 2002-10
- 10. Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1)
- 11. Downtown Tallahassee Business Association Bylaws
- 12. Sec. 243.21(4) F.S.; Resolutions R90-42, Resolution R07-65; Term for Educational Facilities Authority (members is five years; (Sec. 243.21, F.S., and Resolution Resolutions R90-42; members required to file financial disclosures (R07-65)
- 13. Geographic Information Systems: Interlocal Agreement, May 1990
- 14. Joint City/County/School Board Coordinating Committee: Interlocal Agreement, September 2006
- 15. Juvenile Justice Circuit Advisory Board HB 617 (2013); F.S., term limits set April 8, 2014 at BOCC meeting
- 16. Public Safety Coordinating Council: Sec. 951.25 F.S.; PSCC membership shall be consistent with Sec. 951.26, F.S. and include "... representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms."
- 17. Research and Development Authority: Sec. 159.703 F.S.; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution No. R16-19; members required to file financial disclosures (R07-65)
- 18. Tallahassee Sports Council; Enabling Resolution No. R12-05- February 28, 2012

- 19. 125.0104(4)(e) F.S.; Ordinance No. 2011-10; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Appointments to Tourist Development Council (TDC) shall be consistent with Ordinance No. 2011-10, Leon County Code, Chapter 11, III; and Sec. 125.0104(4)(e), F.S. Selection Criteria for TDC members: One member of the Council shall be the current Chairman of the Board of County Commissioners of Leon County, or any other member of the Board as designated by the Chairman, who shall serve as Vice Chairman of the Tourist Development Council. The four-year term of the members, as required by Florida Statute and Leon County Code, cannot be applicable to the member position held by the Chairman (or other designated Commissioner) because the Chairman is elected annually for only a one-year term. As such, upon approval by the Board of County Commissioners, the Chairman (or other designated Commissioner) may be appointed to the Tourist Development Council for a term of less than four years.
- 20. Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) FLAdministrative. Code
- 21. Sec. 194.015 F.S.; FAC Code 12D-9.004; Selection Criteria for Value Adjustment Board.
- 22. Sec. 445.007, F. S.; 2015 Interlocal Agreement between Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, Leon County, Gadsden County, and Wakulla County

Revised 01/23/2018

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #7** 

### **Leon County Board of County Commissioners**

Agenda Item #7

**April 10, 2018** 

**To:** Honorable Chairman and Members of the B $\phi$ ard

From: Vincent S. Long, County Administrator

Title: Full Board Appointments to the Tallahassee Sports Council and the

Tallahassee-Leon County Minority, Women and Small Business Enterprise

Citizen Advisory Committee

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Mary Smach, Agenda Coordinator

#### **Statement of Issue:**

This agenda item seeks the Board's approval to appoint three citizens to the Tallahassee Sports Council for three-year terms, and two citizens to the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee for two-year terms.

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

- Option #1: The full Board to consider the appointment of **three** citizens to the Tallahassee Sports Council. The eligible applicants are: Judy Alexander, Bill Dillon, Alex MacKinnon, Austin Moser and Jason Pappas.
  - a. Appoint two citizens for three-year terms ending April 30, 2021; and
  - b. Appoint **one** citizen for the remainder of an unexpired term ending April 30, 2020.
- Option #2: The full Board to consider the appointment of **two** citizens to the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee for two-year terms ending April 30, 2020. The eligible applicants are: Terrance Barber, Ted Parker, Michelle Gomez, Willie Henry and Matt Thursam.

Title: Full Board Appointments to the Tallahassee Sports Council and the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee April 10, 2018

Page 2

#### **Report and Discussion**

#### **Background:**

Policy No. 03-15 includes the process of having a General Business item prepared to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

#### **Analysis:**

#### **Tallahassee Sports Council (TSC)**

<u>Purpose:</u> The purpose of the TSC is to focus on the economic benefits of visitor-generating events to support sports tourism for the betterment of the Tallahassee-Leon County community.

<u>Composition</u>: The TSC is composed of 18 members; 12 members are designated by position, and the remaining 6 are at-large members appointed by the full Board. At-large members are citizens who have demonstrated experience and interest in aspects of sports within Leon County. The terms for the at-large members are for three-year and members may not serve more than three consecutive terms. The current 6 at-large members represent the following organizations:

- John Gladden Leon County Sheriff
- Kip West Elite Sporting Goods
- Tim Randolph Citizen Representative
- Leslie Smith Tallahassee Democrat
- Andrew Wilcox Wilcox and Hackett LLC
- Chuck Davis Gulf Winds Track Club

<u>Vacancies:</u> Two at-large TSC members, Leslie Smith and Andrew Wilcox, have terms that expire April 30, 2018. Ms. Smith and Mr. Wilcox are not seeking reappointment (Attachments #1 & #2). The term of Chuck Davis ends April 30, 2020. Mr. Davis has resigned (Attachment #3). See Table #1 for eligible applicants.

Table #1. Tallahassee Sports Council

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	<b>Recommended Action</b>
Leslie Smith  (not seeking reappointment)  Andrew Wilcox  (not seeking reappointment)  Chuck Davis  (resigned)	4/30/2018 4/30/2018 4/30/2020	4. 5. 6. 7. 8.	Judy Alexander Bill Dillon Alex MacKinnon Austin Moser Jason Pappas	Full Board to make <b>two</b> citizen appointments for three-year terms expiring on April 30, 2021 and <b>one</b> citizen appointment for the remainder of the unexpired term ending April 30, 2020.

Title: Full Board Appointments to the Tallahassee Sports Council and the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee April 10, 2018
Page 3

## Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee (MWSBE CAC)

The Board of County Commissioners and the Tallahassee City Commission approved consolidating the County and City Advisory Committees for the respective MWSBE Programs into one single committee for improved efficiency and support, under the Tallahassee-Leon County MWSBE Division of the Office of Economic Vitality and established the joint Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee.

<u>Purpose</u>: The MWSBE CAC monitors the progress of the MWSBE program and is responsible for reviewing and recommending policy alternatives, as well as providing programmatic recommendations relative to certification appeals and Good Faith Efforts.

<u>Composition</u>: The MWSBE CAC has eleven members who are appointed as follows:

- Four members appointed by the Board of County Commissioners
- Four members appointed by the City Commission
- One member appointed by the Big Bend Minority Chamber of Commerce
- One member appointed by the Capital City Chamber of Commerce
- One member appointed by the Greater Tallahassee Chamber of Commerce

Of the four Board appointed members, at least one shall have expertise in the field of architecture, construction or engineering. Members serve for two-year terms, with no member serving more than three consecutive two-year terms. Terms expire on April 30.

<u>Vacancies</u>: The terms of two Board appointed MWSBE CAC members, Terrance Barber and Ted Parker, expire on April 30, 2018. Both Mr. Barber and Mr. Parker have served an initial one-year term and are seeking reappointment (Attachments #9 & #10). All eligible applicants are listed in Table #2.

Table #2. Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Terrance Barber	4/30/2018	11.	Terrance Barber	Full Board to make <b>two</b>
(seeking reappointment,		12.	Ted Parker	citizen appointments for
served one partial term )		13.	Michelle Gomez	two-year terms expiring
Ted Parker (seeking reappointment,	4/30/2018	14.	Willie Henry	on April 30, 2020.
served one partial term )		15.	Matt Thursam	

Title: Full Board Appointments to the Tallahassee Sports Council and the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee April 10, 2018
Page 4

#### **Options:**

- 1. The full Board to consider the appointment of **three** citizens to the Tallahassee Sports Council. The eligible applicants are: Judy Alexander, Bill Dillon, Alex MacKinnon, Austin Moser and Jason Pappas
  - a. Appoint **two** citizens for three-year terms ending April 30, 2021.
  - b. Appoint **one** citizen for the remainder of an unexpired term ending April 30, 2020.
- 2. The full Board to consider the appointment of **two** citizens to the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee for two-year terms ending April 30, 2020. The eligible applicants are: Terrance Barber, Ted Parker, Michelle Gomez, Willie Henry and Matt Thursam
- 3. Board direction.

#### **Recommendation:**

Options #1 & #2.

#### Attachments:

- 1. Smith decline reappointment email
- 2. Wilcox decline reappointment email
- 3. Davis resignation
- 4. Alexander application
- 5. Dillon application
- 6. MacKinnon application
- 7. Moser application
- 8. Pappas application
- 9. Barber reappointment email
- 10. Parker reappointment email
- 11. Barber application
- 12. Parker application
- 13. Gomez application
- 14. Henry application
- 15. Thursam application

From: "Smith, Leslie" < lesliesmith@tallahassee.com>
To: Amanda Heidecker < Heidecker A@leoncountyfl.gov>

**Date:** 3/2/2018 3:23 PM

**Subject:** RE: Tallahassee Sports Council - Term Reappointment

#### Amanda,

Thank you for the opportunity to serve on the Tallahassee Sports Council. After many years of serving as a Board member and Chairperson, I feel it is time to relinquish my seat on the Tallahassee Sports Council and give someone else the opportunity to have an equally wonderful experience. I am very passionate about sports and our community and truly appreciate all of the work you are doing to bring these two things together.

I wish you and all of the other board members continued success. This organization will never be far from my heart.

If you ever need anything, please don't hesitate to reach out. Keep up the great work!

Sincerely, Leslie Smith

From: Amanda Heidecker [mailto:HeideckerA@leoncountyfl.gov]

Sent: Thursday, March 01, 2018 11:21 AM To: Smith, Leslie <lesliesmith@tallahassee.com>

Subject: Tallahassee Sports Council - Term Reappointment

Leslie,

It was nice catching up and appreciate your involvement in the Sports Council over the years. Can you please respond to this email stating that you would like relinquish your current term ending on April 30th on the Sports Council.

Thanks again for your continued support.

Amanda Heidecker Director of Sports Visit Tallahassee, A Division of Leon County P: (850) 606-2317 / C: (850) 728-4291 F: (850) 606-2304

Amanda.Heidecker@VisitTallahassee.com<mailto:Amanda.Heidecker@VisitTallahassee.com>www.VisitTallahassee.com>

Industry Partner, Florida Sports Foundation Member, National Association of Sports Commissions

From: andrewjwilcox <andrewjwilcox@aol.com>

**To:** Amanda Heidecker < Heidecker A@leoncountyfl.gov>

**Date:** 3/1/2018 3:48 PM

**Subject:** Re: Tallahassee Sports Council

Have thoroughly enjoyed being on the Council, but believe that the end of the term would be an opportunity to step aside and allow someone else the benefit of the experience.

Sent via the Samsung Galaxy S8+, an AT&T 4G LTE smartphone

------ Original message -------From: Amanda Heidecker <Heidecker A@leoncountyfl.gov> Date: 3/1/18 3:06 PM (GMT-05:00) To: andrewjwilcox@aol.com Subject: Re: Tallahassee Sports Council

It ends April 30th. Amanda Heidecker Director of Sports Visit Tallahassee,

A Division of Leon County

P: (850) 606-2317 / C: (850) 728-4291

F: (850) 606-2304

Amanda.Heidecker@VisitTallahassee.com

www.VisitTallahassee.com

Industry Partner, Florida Sports Foundation Member, National Association of Sports Commissions

On 3/1/2018 at 2:39 PM, in message <201803011939.w21JcTd5011343@mx0a-00169a01.pphosted.com>, andrewjwilcox <andrewjwilcox@aol.com> wrote:

Thanks Amanda. When does the seat term end?

Sent via the Samsung Galaxy S8+, an AT&T 4G LTE smartphone

----- Original message -----

From: Amanda Heidecker Heidecker A@leoncountyfl.gov

Date: 3/1/18 11:24 AM (GMT-05:00)

To: <a href="mailto:andrewjwilcox@aol.com">andrewjwilcox@aol.com</a> Subject: Tallahassee Sports Council

Andrew, Thank you for attending the meeting Tuesday and your continued support of the Sports Council. Your current seat on the Sports Council is up for reappointment and if your interested in still serving on the council can please fill out the application below. Thanks again for your involvement and support.

http://www2.leoncountyfl.gov/committees/list.asp

Amanda Heidecker Director of Sports Visit Tallahassee,

A Division of Leon County

P: (850) 606-2317 / C: (850) 728-4291

F: (850) 606-2304

Amanda.Heidecker@VisitTallahassee.com

www.VisitTallahassee.com

Industry Partner, Florida Sports Foundation Member, National Association of Sports Commissions

**From:** "Davis, Chuck" < Charles. Davis 5@freshfromflorida.com> **To:** Amanda Heidecker < Heidecker A@leoncountyfl.gov>

**Date:** 3/26/2018 1:54 PM

**Subject:** RE: Tallahassee Sports Council At-Large Seat

If you have interest, I would be glad to give them the opportunity. Thank you for asking first.

From: Amanda Heidecker [mailto:HeideckerA@leoncountyfl.gov]

Sent: Monday, March 26, 2018 1:40 PM

To: Davis, Chuck < Charles. Davis 5@freshfromflorida.com>

Subject: Tallahassee Sports Council At-Large Seat

#### Chuck,

I hope your doing well and wanted to touch base and see if you still had interest in serving on the Sports Council. We have several people that have applied for two current open at-large seats and if your no longer interested in serving on the Sports Council I didn't want to eliminate those interested in participating in meeting. Thanks and I look forward to hearing from you.

Amanda Heidecker Director of Sports Visit Tallahassee, A Division of Leon County P: (850) 606-2317 / C: (850) 728-4291 F: (850) 606-2304

Amanda.Heidecker@VisitTallahassee.com<mailto:Amanda.Heidecker@VisitTallahassee.com> www.VisitTallahassee.com> http://www.VisitTallahassee.com>

Industry Partner, Florida Sports Foundation Member, National Association of Sports Commissions

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMEN<sup>Attachment #4</sup> TALLAHASSEE SPORTS COUNCIL

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



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

Name: Judy Alexander				Date: 2/5/2018 12:48:28PM
Home Phone: (850) 321-6886 V	Vork Phone: (850	)321-6886X	Email	: jalexander98@comcast.net
Occupation: EDUCATOR	Employ	er: HIGH T	DUCH HIGH	TECH
Preferred mailing location: Home Ad	I ddress			
Work Address: 1516 WILLOW WICK I				
Work / Idal odd.	<u>-</u>			
City/State/Zip: TALLAHASSEE,FL 32	2308			
Home Address: 1516 WILLOW WICK I				
City/State/Zip: TALLAHASSEE,FL 32	2308			
Do you live in Leon County? Yes	If yes, do you li	ve within the C	City limits?	Yes
Do you own property in Leon County?	- ·	is it located w	_	limits? No
For how many years have you lived in ar			unty?	22 years
Are you currently serving on a County Ac		? No		
If yes, on what Committee(s) are you a m		2 1/		
Have you served on any previous Leon (	=			NINCH
If yes, on what Committee(s) are you a m	nember? IA	LLAHASSEE	SPURIS CO	OUNCIL
(OPTIONAL) Leon County strives to med	et its goals, and th	ose contained	in various fe	deral and state laws, of
maintaining a membership in its Advisory	y Committees that	reflects the div	ersity of the	community. Although
strictly optional for Applicant, the followin	ıg information is ne	eded to meet	reporting req	uirements and attain those
goals.				
Race: Caucasian Se		Age:	56.00	
Disabled? No Dis	strict:			
In the space below briefly describe or	r list the following	· any previou	s experience	e on other
Committees; your educational backgr	_		-	
Committee; any of your professional	-		_	
held them and whether they are effect		-		
which you participate; and reasons fo				
	•			

Attachment #4 Page 2 of 5

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

Name: LEIGH DAVIS Telephone: 850-766-0519

Address: 3049 BIDHURST CT 32317

Name: BRYAN DESLOGE Telephone: 850-841-9285

Address:

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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

- 1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities? Yes
- 2.) Are you willing to complete a financial disclosure form Yes
- 3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)

  No If yes, please explain.
- 4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon

  County? Yes I provide hands-on science in Leon County Schools. Some of the science is paid for with

  If yes, please explain.

  Title 1 funds; other programs are paid with other county funding. I do not submit competitive bids, and the relationship will not affect this committee position.
- 5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?
- 6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)

No

If yes, please explain.

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

Signature: Judy Alexander

This application was electronically sent: 2/5/2018 12:48:28PM

From: <jalexander98@comcast.net>

To: "'Mary Smach'" <SmachM@leoncountyfl.gov>

Date: 3/2/2018 5:26 PM
Subject: RE: Application received

Dear Mary,

I secured the \$10,000 from Gulf Winds Track Club needed to start the building of the nationally recognized Apalachee Regional Park cross-country course. I am heavily involved in all the running contests at the venue. The greenways and trails are of particular interest to me as an avid trail runner. I was a member of a focus group that organized Trailahassee 1.0.

Thank you for your interest!

Warmly,

judy

Judy Alexander

High Touch High Tech

<a href="http://www.sciencemadefunnfl.net/">http://www.sciencemadefunnfl.net/</a> www.ScienceMadeFunNFL.net

850-321-6886 (mobile)

850-507-2595 (FAX)

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]

Sent: Friday, March 2, 2018 1:42 PM To: JALEXANDER98@COMCAST.NET Subject: RE: Application received

Dear Judy,

The Tallahassee Sports Council's six at-large members shall have demonstrated experience and interest in aspects of sports within Leon County.

Would you please provide a brief description of your interest and experience in aspects of sports within Leon County via return email?

Thank you,

Mary Smach
Agenda Coordinator
Leon County Administration
301 S. Monroe St. Suite 502
Tallahassee, FL 32301
850-606-5311
www.leoncountyfl.gov
"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

#### JUDY ALEXANDER 1516 Willow Wick Drive Tallahassee, Florida 32308 850-321-6886 (mobile) 850-807-2595 (fax)

<u>Jalexander98@comcast.net</u>

**Business Owner/Science Educator** 

High Touch-High Tech, Inc.

**1996- Present**Tallahassee, Florida
Houston, Texas

Sales and marketing of programs and all business functions, including accounting, database setup, purchasing, employee hiring/training/developing and inventory. Teach hands-on science programs at area elementary schools and educational organizations.

Editor 2012-2015

A Closer Look

Performed all aspects of mystery shopping report editing.

Consultant to first Middle Eastern franchise owner 2013-2014

(4 months) Doha, Qatar

Faculty, Head Track & Field/Cross Country Coach

North Florida Christian School

**2001-2005** Tallahassee, FL

Florida State University High School

Full-time high school Spanish Teacher and head of language department at private school. Head track and field and cross country coach for 4 seasons.

#### Reporter/ Editor/ Customer Service Manager/Senior Researcher

Reed Construction Data, Reed Elsevier, Inc.

Various Locations

Managed Ft. Lauderdale office, including all aspects of information/data gathering, production and publication before relocating to Kansas City. Designed and launched customer service department for product enhancement. As of October 1990, worked from in-home satellite office gathering hotel project-related data for subscribers.

#### Reporter

F.W. Dodge Reports, McGraw-Hill, Inc.

Houston, Texas

Called on architects, engineers, owners and developers for information on planned and bidding construction projects, for subscription trade publication.

Bilingual (English/Spanish); critical thinking and complex problem solving; resultsoriented decision making; active listening; computer applications/database setup; sales and marketing; hiring/employee training and development From: Daniel Rigo
To: Mary Smach
CC: Katherine Vernet
Date: 2/7/2018 3:11 PM
Subject: Re: Alexander Application
Attachments: Alexander appl - QUESTION 4.pdf

Mary -- since Ms. Alexander's business activity is with Leon County School Board rather than the BCC, she is not doing business with the County and will not have to submit a disclosure of conflict form -- as a side note, if she <u>was</u> doing business with the County she would have to submit a form even though it's only a focus group because she would be serving on an "advisory body" as defined in Chapter 112 -- thanks.

DAN RIGO Assistant County Attorney Leon County Attorney's Office Suite 202, 301 South Monroe Street Tallahassee, Florida 32301 (850) 606-2500 Phone (850) 606-2501 Fax

Legal Notice: Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

>>> Mary Smach 2/6/18 4:06 PM >>> Hi Dan,

I received the attached application from Judy Alexander for the Tallahassee Sports Council. Please see her answer to question #4. Does she need to complete Disclosure form 4A, or does that not apply since it is a Focus Group?

#### Mary Smach

Agenda Coordinator Leon County Administration 301 S. Monroe St. Suite 502 Tallahassee, FL 32301 850-606-5311

www.leoncountyfl.gov

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT age 1 of 3 TALLAHASSEE SPORTS COUNCIL

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



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

Name: Bill Dil	lon					Date:	3/13/2018	6:17:32AM
Home Phone:	(850) 284-1170	Work Phon	e: (850)222	-0720X	Email:	wdillon	@lawfla.co	m
Occupation: A	TTORNEY		Employer:	MESSER CA	APARELL	.0		
Preferred mailir	a location: Home	I Address						
	.5							
Work Address:	2618 CENTENNIAL	PLACE						
City/State/Zip:	TALLAHASSEE,FL	32308						
Home Address:	2229 KILLARNEY V	VAY						
Tromo / tagrood								
0:: (0: : /=:	TALL ALLA COFF FI							
City/State/Zip:	TALLAHASSEE,FL	32309						
Do you live in L	eon County? Yes	If yes,	do you live w	ithin the City li	mits?	No		
Do you own pro	perty in Leon County?	Yes	If yes, is it	located within	the City I	imits?	No	
For how many	years have you lived in	and/or owne	ed property in	Leon County?	?	13	years	
Are you current	ly serving on a County	Advisory Co	mmittee?	No				
If yes, on what	Committee(s) are you a	a member?						
Have you serve	ed on any previous Leo	n County cor	mmittees?	No				
If yes, on what	Committee(s) are you a	a member?						
	• • • • • •							

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

Race: Caucasian Sex: Male Age: 51.00

Disabled? No District: District 4

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

RESUME ATTACHED.

I AM INTERESTED IN SERVING ON THE TALLAHASSEE SPORTS COUNCIL. I HAVE BEEN ACTIVELY INVOLVED IN SPORTS IN LEON COUNTY BOTH AS A VOLUNTEER AND PARTICIPANT AND WOULD LOVE TO CONTINUE SERVE IN THIS CAPACITY.

Attachment #5 Page 2 of 3

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

Name: RON NIETO Telephone: 850-933-2110

Address: 1007 HURON TRAIL TALLAHASSEE 32317

Name: TOM FINDLEY Telephone: 850-566-1511

Address: 6369 PICKNEY HILL RD TALLAHASSEE 32312

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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

- 1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities? Yes
- 2.) Are you willing to complete a financial disclosure form Yes
- 3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)

  No If yes, please explain.
- 4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?

  No
  If yes, please explain.
- 5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?
- 6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)

No

If yes, please explain.

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

Signature: Bill Dillon

This application was electronically sent: 3/13/2018 6:17:32AM

From: William Dillon <wdillon@lawfla.com>
To: Mary Smach <SmachM@leoncountyfl.gov>

**Date:** 3/14/2018 4:34 PM **Subject:** RE: Application Received

Thank you for your prompt reply.

One of the wonderful things about moving to Leon County a little over 13 years was the availability to become involved in active lifestyle touch various aspects of sports. This involvement has included being a participant, volunteer and spectator. As a participant, I have been very involved in our local triathlon and running community both as a participant and volunteer. I had the privilege of serving on the Board of the Gulfwinds Triathlon Club including a term as President in 2012. In 2013, I was honored with the selection to be the Gulfwinds Track Club Male Triathlete of the year. In addition to participating in triathlon, running and cycling events, I was also fortunate enough to participate in the Tallahassee Senior Games throwing the javelin, shot put and discus.

As a volunteer, I have assisted with area road races and have been very active as volunteer in the Youth Triathlon Series which draws racers from North and North Central Florida.

As a spectator, I have been able to fortunate to be the beneficiary of the many top caliber sporting events that come to Tallahassee. From FSU football, basketball and baseball, to regional NCAA Track and Field and Cross Country events, we have an awesome sporting community that draws athletes from all over the state, nation and even internationally.

Given that I have been a beneficiary of our great community, I would welcome the opportunity to assist in continue to maintain and improve Tallahassee's standing as sporting "hot spot".

Best Regards,

Bill

William Dillon [healthlaw] [CIPP-US\_Seal\_2013-web] [logo-chc-sm] MESSER CAPARELLO, P.A. 2618 Centennial Place Tallahassee, FL 32308

Telephone: 850.222.0720<tel:850.222.0720>
Fax: 850.224.4359<tel:850.224.4359>

From: Mary Smach <SmachM@leoncountyfl.gov>Sent: Wednesday, March 14, 2018 4:21 PM
To: William Dillon <wdillon@lawfla.com>Subject: Application Received

Dear Mr. Bill Dillon,

Thank you for your interest in serving on an advisory committee. Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community.

We received your application for the Tallahassee Sports Council. We have several upcoming vacancies on the Council and I will forward your application to the appropriate personnel. We will keep your application on file for a period of two years.

The Tallahassee Sports Council's six at-large members shall have demonstrated experience and interest in aspects of sports within Leon County.

Would you please provide a brief description of your interest and experience in aspects of sports within Leon County via return email?

If I can be of any further assistance please feel free to contact me.

Mary Smach Agenda Coordinator Leon County Administration 301 S. Monroe St. Suite 502 Tallahassee, FL 32301 850-606-5311

www.leoncountyfl.gov<a href="http://www.leoncountyfl.gov">http://www.leoncountyfl.gov</a> "People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT age 1 of 3 TALLAHASSEE SPORTS COUNCIL

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



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

Name: Alex MacKinnon		Date: 3/24/2017 9:59:03AM
Home Phone: (850) 688-6011 Work	Phone: (850)606-3718X	Email: dfpalex@gmail.com
Occupation: 911 ANALYST	Employer: LEON CC	OUNTY, DIVISION OF EMERGENCY
	MANAGE	MENT
Preferred mailing location: Work Addres	<u> </u>	
Work Address: 911 EASTERWOOD DR	.5	
Work Address. 911 EASTERWOOD DR		
City/State/Zip: TALLAHASSEE,FL 32311		
Home Address 2022 GREENWOOD DR		
City/State/Zip: TALLAHASSEE,FL 32303		
Do you live in Leon County? Yes I	f yes, do you live within the Cit	y limits? Yes
Do you own property in Leon County?	No If yes, is it located with	nin the City limits? No
For how many years have you lived in and/or	owned property in Leon Coun	ity? 3 years
Are you currently serving on a County Advisor	ory Committee? No	
If yes, on what Committee(s) are you a mem	ber?	
Have you served on any previous Leon Cour	nty committees? No	
If yes, on what Committee(s) are you a mem	ber?	

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

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

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

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

Day, Night

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

45.00

Race: Caucasian Sex: Male Age:

Disabled? No District:

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

I SPENT A DECADE OR SO IN PINELLAS AND HILLSBOROUGH COUNTIES PUTTING ON THEMED EVENTS IN VARIOUS ROLES.

1987-2003 MID-AMERICA FESTIVALS

RESPONSIBLE FOR BAY AREA RENAISSANCE FESTIVAL, RINGLING MEDIEVAL FAIR - ENTERTAINMENT DIRECTOR, VOLUNTEER COORDINATOR, FOOD AND BEVERAGE MANAGER, MARKETING DIRECTOR, OPERATIONS MANAGER, BACKSTAGE MANAGER

2000-2003 CLEARWATER PIRATE FESTIVAL

OPERATIONS MANAGER

I DO WORK FOR THE COUNTY, BUT IN A NON-CONFLICTING ROLE. DIVISION OF EMERGENCY MANAGEMENT

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

Name: PATRICK PENCE
Telephone: 8504591107

Address: KILLEARN ESTATES

Address:

Telephone:

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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

Have you completed the Orientation? Yes

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

Yes

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

If yes, from whom?

Name:

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee?

No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee?

No

If yes, please explain.

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

Signature: Alex MacKinnon

This application was electronically sent: 3/24/2017 9:59:03AM

From: Alex MacKinnon <dfpalex@gmail.com>
To: Mary Smach <SmachM@leoncountyfl.gov>

**Date:** 3/2/2018 3:52 PM

**Subject:** Re: Tallahassee Sports Council

#### Absolutely,

My wife and I are season ticket holders (Renegades) with FSU Football. I play Church, Coed and Men's league softball with the City of Tallahassee. I'm on a kickball team with the Tallahassee Kickball Association. In the past I've done Warner Soccer. We're both active hikers in-state (St. Marks, Piney Z, Torreya) and out (Yellowstone, Glacier, Cape Breton and Acadia (this summer). We catch the occasional FSU or FAMU baseball game when time permits and follow the Men's Basketball team on the TV.

Professionally, I've just completed mapping all 7 Golf Courses in Leon County for 911 / Emergency Response, working with Joe Piotrowski and the individual Pro Shop managers to get access to each of courses both private and public.

In the last year, I've completed all of the mapping of our state parks, including those on our county borders. In the coming months in and around storm season I'll be mapping Leon County's parks. Mapping these entails walking trails, grabbing GPS points of landmarks and talking to regular visitors about the areas they frequent.

On Fri, Mar 2, 2018 at 1:51 PM, Mary Smach <SmachM@leoncountyfl.gov> wrote:

```
> Hi Alex,
> The Tallahassee Sports Council's six at-large members shall have
> demonstrated experience and interest in aspects of sports within Leon
> County.
> Would you please provide a brief description of your interest and
> experience in aspects of sports within Leon County via return email?
> Thank you,
> Mary Smach
> Agenda Coordinator
> Leon County Administration
> 301 S. Monroe St. Suite 502
>
> www.leoncountyfl.gov
> "People Focused. Performance Driven"
> Thank you for your email. Please note that under Florida's Public
> Records laws, most written communications to or from county staff or
> officials regarding county business are public records available to the
> public and media upon request. Your e-mail communications may therefore be
> subject to public disclosure.
```

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMEN Lage 1 of 5 TALLAHASSEE SPORTS COUNCIL

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



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

								<u></u>
Name: Austin	Moser					Date:	3/1/2018 1	
Home Phone:	(850) 758-9241	Work Pho					noser7@gm	ail.com
•	OORDINATOR OF		Employer:	FLORID	A DENTAL A	ASSOCIA	ATION	
FC	OUNDATION AFFIARS	3						
Preferred mailin	g location: Home	Address	1					
Work Address:	545 JOHN KNOX R	OAD						
	SUITE 200							
City/State/Zip:	TALLAHASSEE,FL							
Home Address:	4067 OLD PLANTA	TION LOOF	•					
City/State/Zip:	TALLAHASSEE,FL							
Do you live in Le	-	-	, do you live v		-	Yes	NI-	
	perty in Leon County?				thin the City		No	
	ears have you lived in y serving on a County			No	nty?		4 years	
-	committee(s) are you a	_	ommuee?	INO				
	d on any previous Leo		mmittees?	No				
=	Committee(s) are you	_	minitees:	110				
maintaining a m		ory Commit ving informa Sex: Male	tees that refle ation is neede	cts the dive	ersity of the	commun	ity. Although	า
Committees; you committee; and held them and	elow briefly describe your educational back ny of your profession whether they are eff ticipate; and reasons	kground; ye al licenses ective in Le	our skills and and/or desig eon County; a	l experience nations and any charita	e you could d indicate h ble or comn	l contrib low long nunity a	ute to a you have ctivities in	

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

Name: WILLIAM FILMORE

Telephone: 334-790-5100

Address: 1300 JOSEPHINE LANE APT 13303 MONTGOMERY, AL 36117

Name: Telephone:

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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

- 1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities? Yes
- 2.) Are you willing to complete a financial disclosure form Yes
- 3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)

  No If yes, please explain.
- 4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?

  No
  If yes, please explain.
- 5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?
- 6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)

No

Address:

If yes, please explain.

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

Signature: Austin K. Moser

This application was electronically sent: 3/1/2018 12:06:22PM

From: Austin Moser <austinmoser7@gmail.com>
To: Mary Smach <SmachM@leoncountyfl.gov>

**Date:** 3/5/2018 11:20 AM

Subject: Re: Tallahassee Sports Council

Hi Mary,

I hope that you had a great weekend! Please see my brief description and interest statement below. Please feel free to contact me at with any other questions.

#### \*Austin Moser Interest Statement:\*

While a still relatively new resident of Leon County, my experience with Leon County sports continues to grow by the day. My appreciation for sporting events goes back to my days in college where I studied Sports Administration and received a Bachelor and Master Degree in said field. During my college career, I interned with the Naval Academy Athletic Department and served as a graduate assistant with the Troy University Athletic Department. I also had the opportunity to work on the ground floor for what would become the \*Cure Bowl\* in Orlando, FL. I am well aware of the economic impact that sports serve in our community. I am driven about raising the profile of Tallahassee as a leader in the sports tourism industry as outlined in the 2017-2018 Sports Sales plan.

It is my personal belief that sporting events help bring a community together through healthy competition and camaraderie. Whether it be one of our numerous collegiate sporting events throughout the year or going for a run on one of the trials at Apalachee Regional Park—there are countless sporting avenues that Leon County has to promote. I look forward to the oppurtunity to serve on the Tallahassee Sports Council as an at-large member and bring with me my years of athletic experience and what some would consider "outside" perspective to our rapidly growing sports community here in Leon County. I look forward to hearing from you soon!

Best,

Austin Moser

850.758.9241

On Fri, Mar 2, 2018 at 12:57 PM, Mary Smach <SmachM@leoncountyfl.gov> wrote:

- > Hi Austin,
- >
- > I received your new application. The Tallahassee Sports Council's six
- > at-large members shall have demonstrated experience and interest in aspects
- > of sports within Leon County.
- >
- > Would you please provide a brief description of your interest and
- > experience in aspects of sports within Leon County via return email?
- > Thank you,
- > .
- > Mary Smach
- > Agenda Coordinator
- > Leon County Administration
- > 301 S. Monroe St. Suite 502
- > Tallahassee, FL 32301
- > 850-606-5311>
- > www.leoncountyfl.gov
- > "People Focused. Performance Driven"
- >
- > Thank you for your email. Please note that under Florida's Public
- > Records laws, most written communications to or from county staff or
- > officials regarding county business are public records available to the
- > public and media upon request. Your e-mail communications may therefore be
- > subject to public disclosure.>

### **AUSTIN K. MOSER**

4067 OLD PLANTATION LOOP TALLAHASSEE, FL 32311

850-758-9241

AUSTINMOSER7@GMAIL.COM

#### PROFESSIONAL EXPEREINCE

FLORIDA DENTAL ASSOCIATION

#### **COORDINATOR OF FOUNDATION AFFAIRS**

Tallahassee, FL

JUNE 2017—PRESENT

- Assists the Director of Foundation Affairs in the coordination and implantation of all activities relating to the \$2.7 million Florida Dental Association Foundation, Inc.
- Create new recruitment and engagement campaigns soliciting FDA members to join the *Emerald Club*, the FDA Foundation's sustaining membership program.
- Increase *Emerald Club* membership to encompass 30% of FDA members.
- Plan and lead the Florida Dental Association Foundation's signature program, *Florida Mission of Mercy,* a two-day event that provides free dental care to the underserved and uninsured population in Florida.
  - > Serve as the staff contact that advises and supports nine operational committees.
  - Coordinate with committee chairs on all aspects of the event including: fundraising, communications, event management, volunteer recruitment, patient registration and clinical operations.
  - Write and submit upwards of 30 grants annually to financially support the event totaling \$100,00.
  - > Solicit key stakeholders and sponsors for contribution to the annual event amounting in \$230,000.
- Supports the *Project: Dentist Care* program by allocating \$50,000 in grants to multiple dental clinics throughout Florida, recruiting new organizations to the program, and drafting a resource guide for the community.
- Aid in the management of the FDA Foundation Disaster Fund, which on 2017 administered 56 disaster grants with a total expenditure of \$84,000—while receiving over \$128,100 in aid form other state associations and private contributions.

FLORIDA STATE UNIVERSITY CAREER CENTER

## ASSISTANT DIRECTOR, GARNET AND GOLD SCHOLAR SOCIETY

Tallahassee, FL

AUGUST 2016-JUNE 2017

- Coordinated the Garnet and Gold Scholar Society (GGSS) initiative to facilitate involvement and recognize
  engaged undergraduate FSU students in five areas: leadership, internship, service activities, international
  study, and research.
- Advised more than 900 students on process for enrolling in GGSS, fulfilling engagement area criteria, and final steps for receiving the distinction.
- Recruited and trained more than 225 faculty and staff members in various campus departments to serve as an Overall Program Advisor, assisting students with their involvement progress and evaluating the final project.
- Supervised one graduate assistant and one graduate intern, providing opportunities for new projects and professional development.
- Marketed initiative to students, faculty, staff and various campus departments through campus events, class/group presentations.
- Coordinated and implemented induction ceremony each semester for 300-700+ attendees.
- Created and presented workshops on various career services topics to students, faculty, and staff across campus as well as community groups.

### FLORIDA STATE UNIVERSITY ALUMNI ASSOCIATION

## ASSISTANT DIRECTOR, STUDENT AND YOUNG ALUMNI PROGRAMS

Tallahassee, FL

NOVEMBER 2014—AUGUST 2016

- Planned, directed, and supervised five events per semester with a goal of increasing membership and engagement with the over 2,000 general members of the Student Alumni Association.
- Served as advisor to the Student Alumni Association (SAA) and a 30 member SAA Leadership Council who
  function as the University President's student docents.
- Responsible for all logistics, planning, promotion, and brand execution of two of the longest standing Homecoming traditions at Florida State University; specifically, the Homecoming Parade and Chief and Princess program.
- Served on several standing committees for University wide events and programs that consist of a total of 35,000 attendees and over 200 volunteers, focusing on student engagement.
- Cultivated relationships with more than 9,000 incoming students and family members by welcoming them to Florida State University during summer Orientation sessions.
- Created and developed mentorship program with student leaders and Alumni Association National Board of Directors with a focus on networking.

TROY UNIVERSITY ATHLETICS
DEPARTMENT

### ATHLETIC ADMINISTRATION GRADUATE ASSISTANT

Troy, AL

JUNE 2012-AUGUST 2014

- Oversaw and managed the development and implementation of a newly created student rewards program served as liaison between Student Government Association, Troy Athletics Department, and local businesses.
- Assisted with creating and developing new promotional events for Troy football and basketball programs, including community outreach programs and events.
- Point-of-contact for military personnel for annual "Salute to Military" football game.
- Designed and edited 2014 football season ticket brochure and other marketing material using the Adobe CS.
- Assisted Senior Associate Director of Athletics/SWA with daily tasks including non-athletic/athletic scholarships, off-campus housing, eligibility and compliance issues, and Special Assistance requests.

WALK HARD CHARITY EVENT

**DIRECTOR** 

Troy, AL

JUNE 2012-AUGUST 2014

- Served as the Director for a local non-profit charity event managing all public relations/marketing and fundraising efforts to raise awareness for the event.
- Raised \$17,500 from multiple revenue streams over a 3-month period—increased revenue by 30% for FY14.
- Reached over 500,000 people during the event via media partners and social media platforms.

#### **EDUCATION**

MASTER OF SCIENCE TROY UNIVERSITY MAY 2014

Hospitality, Sport, and Tourism Management | Sport Administration Emphasis

BACHELOR OF SCIENCE TROY UNIVERSITY MAY 2012

Sport and Fitness Management | Cum Laude

#### **ACTIVITIES**

Capital Young Republicans Executive Board, Secretary

JANUARY 2018—PRESENT

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMEN Lage 1 of 7 TALLAHASSEE SPORTS COUNCIL

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



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

lame: Jason Pappas lome Phone: (850) 728-9769 Occupation: ASSISTANT TEACHII PROFESSOR				
Occupation: ASSISTANT TEACHI				Date: 3/2/2018 12:58:05PM
-	Work Phor			l: jpappas@fsu.edu
PROFESSOR	NG	Employer: FLORID	A STATE UI	NIVERSITY
Preferred mailing location: Wo	rk Address			
Vork Address: 139 CHIEFTAN V				
TULLY 1006	• • • • • • • • • • • • • • • • • • • •			
City/State/Zip: TALLAHASSEE,	EL 32306			
Home Address: 1224 SANDLER				
FLORIDA STATE				
City/State/Zip: TALLAHASSEE,F				
Oo you live in Leon County? Yes		do you live within the C	City limits?	No
o you own property in Leon Count		If yes, is it located w	-	limits? No
for how many years have you lived	=	= '	_	3 years
are you currently serving on a Cour			_	
yes, on what Committee(s) are yo				
lave you served on any previous L	eon County co	mmittees? No		
yes, on what Committee(s) are yo	u a member?			
oals. Race: Caucasian Disabled?	Sex:	Age:	43.00	
In the space below briefly descri Committees; your educational be Committee; any of your professi held them and whether they are which you participate; and reason	ackground; yo onal licenses effective in Le	our skills and experien and/or designations a on County; any charita	ce you could nd indicate h able or comi	d contribute to a now long you have munity activities in

Attachment #8 Page 2 of 7

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

Name: DR. JOSHUA NEWMAN Telephone: 8506948648

Address: 139 CHIEFTAN WAY

Name: AMANDA HEIDECKER Telephone: AMANDA HEIDECKE

Address: 106 E JEFFERSON STREET TALLAHASSEE, FL 32301

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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- 1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities? Yes
- 2.) Are you willing to complete a financial disclosure form Yes
- 3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)

  No If yes, please explain.
- 4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?

  No
  If yes, please explain.
- 5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?
- 6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)

No

If yes, please explain.

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

Signature: Jason Christopher Pappas

This application was electronically sent: 3/2/2018 12:58:05PM

From: Jason Pappas <jpappas@admin.fsu.edu>
To: Mary Smach <SmachM@leoncountyfl.gov>

**Date:** 3/8/2018 12:54 PM **Subject:** Re: Application Received

Mary,

Per your request, my experience in sports is wide range. I have worked and currently working with the City of Tallahassee Parks and Recreation in a research study with the hopes of increasing youth and adult sport participations for better well-being at the individual and community levels in the city of Tallahassee. In addition, I have worked with the Tallahassee Sports Council on several projects and events over the last 6 years. Finally, my entire career has been working in the sport industry either as a professional or Assistant Teaching Professor in Sport Management. My extensive knowledge of the sport industry both small and large scale will provide me the ability to serve on this council well.

My interest in aspects of sports within Leon County is to assist in providing opportunities for sport participation of all ages, attract sporting events to the area and to utilize my networks/connections to attract some of the top sport professionals to Leon County. As a professor in the Sport Management major at FSU, I would like to include my students in this endeavor (i.e. volunteering or internships) and build the minds of those soon to be entering this very industry.

Sincerely, Dr. Jason Pappas

Jason C. Pappas, Ed.D.
Assistant Teaching Professor, Sport Management Florida State University
139 Chieftan Way
1006 Tully
PO Box 3064280
Tallahassee, FL 32306

T: 850.728.9769

E: jpappas@fsu.edu<mailto:jpappas@fsu.edu>

From: Mary Smach <SmachM@leoncountyfl.gov>Date: Friday, March 2, 2018 at 1:23 PM
To: Jason Pappas <jpappas@admin.fsu.edu>Subject: Application Received

Hi Dr. Pappas,

Thank you for your interest in serving on an advisory committee. Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community.

We received your application for the Tallahassee Sports Council. We currently have a vacancy on the Council and I will forward your application to the appropriate personnel. We will keep your application on file for a period of two years.

The Tallahassee Sports Council's six at-large members shall have demonstrated experience and interest in aspects of sports within Leon County.

Would you please provide a brief description of your interest and experience in aspects of sports within Leon County via return email?

Thank you,

Mary Smach Agenda Coordinator Leon County Administration 301 S. Monroe St. Suite 502 Tallahassee, FL 32301 850-606-5311 "People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

#### Dr. Jason C. Pappas

1224 Sandler Ridge Road Tallahassee, FL 32317 Cell: (850) 728-9769

Email: jpappas@fsu.edu

#### **EDUCATION**

**University of Southern California,** Los Angeles, CA Doctor of Education, Higher Education Administration, May 2010

**Graduate of Sports Management Institute Program,** June 2006, University of Michigan/University of Texas

**University of South Carolina,** Columbia, SC Master of Education, Higher Education Administration, December 2001

Florida State University, Tallahassee, FL Master of Science, Sport Administration, May 1998 Bachelor of Science, Business Communication, December 1996

#### PROFESSIONAL EXPERIENCE

#### Florida State University, College of Education

August 2013 to present, Assistant Teaching Professor August 2012 to July 2013, Visiting Assistant Instructor January 2012-August 2012, Adjunct Professor

#### Florida State University, Department of Intercollegiate Athletics

July 2011-January 2012, Associate Athletic Director, Director of Athletic Academic Advising January 2011-July 2011, Assistant Athletic Director, Director of Athletic Academic Advising

#### University of Southern California, Department of Intercollegiate Athletics

July 2006-December 2010, Assistant Athletic Director, Director of Athletic Academic Advising

#### University of South Carolina, Department of Intercollegiate Athletics

August 2003-July 2006, Director of Academic Support Services January 1999-July 2003, Academic Advisor

#### Florida State University, Department of Intercollegiate Athletics

December 1996-May 1998, Academic Counselor

#### **ADMINISTRATIVE RESPONSIBILITIES**

#### Florida State University, College of Education

August 2012-present, Co-Director of the Sport Management Conference

- Organize the annual Sport Management Conference with an average of 300 attendees
- Recruit speakers from around the country

August 2012-present, Practicum Coordinator

- Develop relationships with almost two hundred sport professionals within various athletic organizations over the Southeastern and Northeastern United States extending into Canada.
- Place of undergraduate and graduate students in internships all over the country and world

August 2013-present Faculty Supervisor

- Sport Management Student Association
- FSU Wrestling Club

August 2014-present Faculty Supervisor

- Men's and Women's FSU Rugby Team
- FSU Pageant

August 205-present Faculty Supervisor

• Men's and Women's Swimming and Diving Club

#### **HONORS AND ACTIVITIES**

#### **University of Southern California**

Elected as flag bearer for Ed.D 2010 graduating class Ed.D ambassador in promoting the Ed.D program

#### **University of South Carolina**

Served on the Student Judicial Committee

CHAMPS LIFE SKILLS – Award, 2003 (Coordinated the application process)

#### Florida State University

Nominated for Teaching Award 2017

Nominated for Teaching Award 2016

Nominated for Teaching Award 2015

Nominated for Teaching Award 2014

Transformation Through Teaching Award

Earned scholarship by working as team manager for football program for four years

Genesis Freshman Leadership Program

Selected for Seminole Torchbearers Leadership Award

Nominated for the Bob E. Leach Award in recognition for outstanding leadership

Graduate Assistant for Athletic Academic Support

#### **PROFESSIONAL ORGANIZATONS**

N4A (National Organization of Athletic Academic Advising) - 8 years Completed the Inaugural N4A Professional Development Institute Program Member of the NCAA Peer Review Committee FSUS School Board Member 4 years FSUS Policy Committee 2 years

#### **PUBLICATION**

Miller, G., & Pappas, J. (2004). Student-athletes: How do they cope? *Academic Athletic Journal*, *I*, 1-7.

#### **Interviews Published**

Neman, J. & Wolverton, B. (2013). Few Athletes Benefit From Move To Multi Year Scholarship. *Chronicle of Higher Education*.

#### **TEACHING**

#### **Courses Taught**

#### **Undergraduate**

Introduction to Sport Management (SPM 4154) Current Issues in Sport (SPM 4004) Issues in International Sport (SPM 4020 International Sport Venues (SPM 4630) Sport Management Practicum for Undergraduate level (SPM 4941) University 101 (UNIV 101)

#### Graduate

Sport Management Practicum for Graduate level (SPM 5947) Athletic Administration (SPM 5158) Professional Development in Sport (SPM 5907) Current Issues in Sport (SPM 5930) Field Lab Internship (SPM 5940) SPM 5022 International Sport Issues (SPM 5022)

#### **REFERENCES**

#### Dr. Jeff James Department Chair/Sport Management

Florida State University 1006 Tully Gym Tallahassee, FL 32316 850-644-4813 jdjames@admin.fsu.edu

#### Vanessa Fuchs Senior Associate Athletic Director/SWA

Florida State University 403 Stadium Drive West Tallahassee, FL 32316 850-644-7926 vfuchs@admin.fsu.edu

### Jennifer Buchanan Interim Dean and Research Associate Dean of the Faculties

Florida State University Tallahassee, FL 32306 850-644-6876 jbuchanan@admin.fsu.edu

#### Mark Zeigler

#### Associate in College of Communication and Information Systems

403 Stadium Drive West Tallahassee, FL 32316 850-644-0561 mzeigler@fsu.edu

#### Dr. Magdi El Shahawy Senior Associate Athletic Director for Academic Services

University of Southern California University Park Campus Los Angeles, CA 90089 (213) 740-0885 (office) (213) 494-4986 (cell)

#### Ray Tanner Athletic Director

University of South Carolina Rice Athletic Center Columbia, SC 29208 (803) 777-4202 (office)

From: Terrance Barber <terrancelbarber@gmail.com> To: Darryl Jones < Djones@oevforbusiness.org > CC: Mary Smach <SmachM@leoncountyfl.gov>, Ted Parker <Ted@ajaxbuilding.com> Date: 3/8/2018 12:14 PM Subject: Re: FW: TLC MWSBE Citizens Advisory Committee Yes sir I'll definitely wish to be reappointed and would be glad to serve. On Wed, Mar 7, 2018 at 8:55 AM Darryl Jones < Djones@oevforbusiness.org> wrote: > Gentlemen: > Please reply to all in this email in either the affirmative or negative > on being reappointed to the MWSBE Citizen Advisory Committee. > \*e.g. I would/would not like to be reappointed to the MWSBE CAC for > Leon County.\* > Thanks! > Darryl Jones > Deputy Director for Minority, Women and Small Business Enterprise Programs > Tallahassee-Leon County Office of Economic Vitality > PHONE: 850-300-7567 1 FAX: 850-219-1098 > \*djones@oevforbusiness.org <djones@oevforbusiness.org>\* > \*From: \* Mary Smach [mailto:SmachM@leoncountyfl.gov] > \*Sent:\* Thursday, March 01, 2018 3:26 PM > \*To:\* Darryl Jones <Djones@oevforbusiness.org> > \*Subject:\* TLC MWSBE Citizens Advisory Committee > Hi Darryl, > The terms of two Leon County appointed members for the MWSBE Citizens > Advisory Committee are due to expire on April 30, 2018: > Barber, Terrance > Begin Term: 4/4/2017 > End Term: 4/30/2018 > Type: one year > Original Date: 4/4/2017 > Appointed by: > Board of County Commissioners > Notes: Category: At-large member > Parker, Ted > Begin Term: 4/4/2017 > End Term: 4/30/2018 > Type: one year > Original Date: 4/4/2017 > Appointed by: > Board of County Commissioners > Notes: Category: At-large member > Please inquire and let me know if Mr. Barber and Mr. Parker are seeking reappointment. > Thanks, > Mary Smach > Agenda Coordinator > Leon County Administration > 301 S. Monroe St. Suite 502 > Tallahassee, FL 32301 > 850-606-5311 > www.leoncountyfl.gov > "People Focused. Performance Driven" > Thank you for your email. Please note that under Florida's Public > Records laws, most written communications to or from county staff or

officials regarding county business are public records available to the
 public and media upon request. Your e-mail communications may therefore be

> subject to public disclosure.>

From: Ted Parker < Ted@ajaxbuilding.com>

To: Darryl Jones Ojones@oevforbusiness.org>, "terrancelbarber@gmail.com" <terrancelbarber@gmail.com>

CC: Mary Smach <SmachM@leoncountyfl.gov>

**Date:** 3/7/2018 9:06 AM

Subject: RE: TLC MWSBE Citizens Advisory Committee

Darryl,

I'd be more than happy to serve, if reappointed to the MWSBE Citizens Advisory Committee.

Best Regards

Ted Parker
Business Development
Director, Outreach & Vendor Diversity
[Ajax Logo for Email]
(850)224-9571 Work
(850)519-4413 Mobile
ted@ajaxbuilding.com<mailto:ted@ajaxbuilding.com>
www.ajaxbuilding.com/>

From: Darryl Jones [mailto:Djones@oevforbusiness.org]

Sent: Wednesday, March 07, 2018 8:55 AM To: terrancelbarber@gmail.com; Ted Parker

Cc: Mary Smach

Subject: FW: TLC MWSBE Citizens Advisory Committee

#### Gentlemen:

Please reply to all in this email in either the affirmative or negative on being reappointed to the MWSBE Citizen Advisory Committee.

e.g. I would/would not like to be reappointed to the MWSBE CAC for Leon County.

Thanks! Darryl Jones

Deputy Director for Minority, Women and Small Business Enterprise Programs

Tallahassee-Leon County Office of Economic Vitality PHONE: 850-300-7567 l FAX: 850-219-1098

 $djones@oevforbusiness.org{<}mailto:djones@oevforbusiness.org{>}$ 

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]

Sent: Thursday, March 01, 2018 3:26 PM

To: Darryl Jones <Djones@oevforbusiness.org<mailto:Djones@oevforbusiness.org>>

Subject: TLC MWSBE Citizens Advisory Committee

Hi Darryl,

The terms of two Leon County appointed members for the MWSBE Citizens Advisory Committee are due to expire on April 30, 2018:

Barber, Terrance Begin Term: 4/4/2017 End Term: 4/30/2018 Type: one year Original Date: 4/4/2017 Appointed by:

Board of County Commissioners

Notes: Category: At-large member

Parker, Ted

Appointed by:

Begin Term: 4/4/2017 End Term: 4/30/2018 Type: one year Original Date: 4/4/2017

Board of County Commissioners Notes: Category: At-large member

Please inquire and let me know if Mr. Barber and Mr. Parker are seeking reappointment.

Thanks,

Mary Smach Agenda Coordinator Leon County Administration 301 S. Monroe St. Suite 502 Tallahassee, FL 32301 850-606-5311

www.leoncountyfl.gov<a href="http://www.leoncountyfl.gov">http://www.leoncountyfl.gov</a>

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT lage 1 of 5 TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

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



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

Name: Terrance Barber Date: 3/15/2017 10:49:14AM
Home Phone: (850) 339-6191 Work Phone: (850)576-4111X Email: terrancelbarber@gmail.com
Occupation: SALES PROFESSIONAL Employer: TALLAHASSEE DODGE
Preferred mailing location: Home Address
Work Address:
City/State/Zip: TALLAHASSEE,FL
Home Address 2596 EDDIE RD
City/Chata/7iny TALLALIACOFF FL 20200
City/State/Zip: TALLAHASSEE,FL 32308  Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? Yes If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County?  20 years
Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?
Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?
Please indicate your area of expertise:
Architecture
Construction
Engineering
X Community Member at-large
Please provide any additional information:
I am more than excited to serve in any capacity that will enrich and enhance local business.
If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 2 to 3
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings?  Day, Night
(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of
maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although
strictly optional for Applicant, the following information is needed to meet reporting requirements and attain
those goals. Race: African American Sex: Male Age:

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

Attachment #11 Page 2 of 5

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

Name: MUTAQEE AKBAR Telephone: 8503830000

Address: 324 N.COPELAND ST TALL. FL. 32304

Name: Telephone:

Address:

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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

Have you completed the Orientation? No YES per 3/16/17 email

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

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

If ves. from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee?

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee?

No

If yes, please explain.

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

Signature: terrance I barber

This application was electronically sent: 3/15/2017 10:49:14AM

Nο

From: Terrance Barber <terrancelbarber@gmail.com>
To: Mary Smach <SmachM@leoncountyfl.gov>

**Date:** 3/16/2017 9:22 AM **Subject:** Re: Application Incomplete

Good morning, I have now completed the training! Thanks!

On Wed, Mar 15, 2017 at 2:01 PM, Mary Smach <SmachM@leoncountyfl.gov> wrote:

```
> Dear Mr. Terrance Barber,
> Thank you for your interest in serving on an advisory committee. Citizen
> participation is important in developing Leon County's programs and
> policies, and in providing quality public services to the community.
> We received your application for the Tallahassee-Leon County MWSBE Citizen
> Advisory Committee (see attached). Unfortunately, your application was
> incomplete as the orientation was not completed. Please complete the online
> orientation and let me know that you have done so by return email.
> http://cms.leoncountyfl.gov/committees/Training.asp
> If I can be of any further assistance please feel free to contact me.
> Mary Smach
> Agenda Coordinator
> Leon County Administration
> 301 S. Monroe St. Suite 502
> Tallahassee, FL 32301
> 850-606-5311 <(850)%20606-5311>
> www.leoncountyfl.gov
> "People Focused. Performance Driven"
> Thank you for your email. Please note that under Florida's Public
> Records laws, most written communications to or from county staff or
> officials regarding county business are public records available to the
> public and media upon request. Your e-mail communications may therefore be
> subject to public disclosure.
```

#### Terrance L. Barber

2596 Eddie Road, Tallahassee, Florida 32308 (850)339-6191 terrancelbarber@Gmail.com

#### PROFESSIONAL SKILLS

- Knowledgeable of Microsoft Office
- Five years of Marketing and Promotional experience
- Fourteen years of Management and Ownership experience

#### WORK/VOLUNTEER EXPERIENCE

Tallahassee Dodge Chrysler Jeep

Tallahassee, Florida

September 2014-present

Sales Professional

- Meet and greet customer and establish what they need
- Negotiate pricing and gather information for financing
- Customer service and follow up
- Create a personal marketing strategy

SuperClean Auto Detailing

Tallahassee, Florida

May 2010-2014

#### Owner

- Greet customers and determine wants and needs
- Negotiate advertising contracts and promotional campaigns
- Develop pricing strategies
- Oversee daily activities
- Disperse payroll as well as customize budget and other fiscal affairs

Xclusive VIP Clothing

Tallahassee, Florida

August 2009-June

2012

Manager/Sales Representative

- Ordered inventory and supplies
- Greeted customers and ensured a friendly shopping environment
- Developed all sales and promotional activities
- Enforced policies about payments, exchanges, and security practices
- Explained the use and benefits of specialty merchandise to customers

Wall Doctor Inc.

Tallahassee, Florida

January 2000 - December 2009

#### Forman/Plasterer

- Prepared wall board by plastering on veneer finish plaster to a smooth or textured surface
- Calculated and disbursed payroll for all employees
- Supervised building of scaffolds and walk boards
- Negotiated job contracts and set deadlines
- Managed quality assurance and customer satisfaction

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EDI	JCE	ΧП	O	N

Tallahassee Community College Tallahassee, Florida 2013–2016

Associate of Arts GPA 3.80

#### **REFERENCES**

Darryl Ayers	previous manager	512-228-6056
Michael Walsh	previous manager	716-490-3687
Michael Sturman	business partner	850-556-7411

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT lage 1 of 2 TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

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



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

Name: Ted Parker Date: 3/9/2017 10:48:30AM	
Home Phone: (850) 562-7415 Work Phone: (850)224-9571X Email: ted@ajaxbuilding.com	
Occupation: CONSTRUCTION Employer: AJAX BUILDING CORP	
Preferred mailing location: Work Address	
Work Address: 1080 COMMERCE BOULEVARD	
City/State/Zip: MIDWAY,FL 32343	
Home Address 8171 ELYSIAN WAY	_
City/State/Zip: TALLAHASSEE,FL 323121	
Do you live in Leon County? Yes If yes, do you live within the City limits? No	
Do you own property in Leon County? Yes If yes, is it located within the City limits? No	
For how many years have you lived in and/or owned property in Leon County? 50 years	
Are you currently serving on a County Advisory Committee?	
If yes, on what Committee(s) are you a member?	
Have you served on any previous Leon County committees? Yes  If yes, on what Committee(s) are you a member? LEON COUNTY SBE/WMBE ADVISORY CMMITTE	
If yes, on what Committee(s) are you a member?  LEON COUNTY SBE/WMBE ADVISORY CMMITTE	—
Please indicate your area of expertise:	
☐ Architecture	
X Construction	
Engineering	
Community Member at-large	
Please provide any additional information:	
r isass provide any additional information.	
If you are appointed to a Committee, you are expected to attend regular meetings.	
How many days permonth would you be willing to commit for Committee work?	
And for how many months would you be willing to commit that amount of time?  6 or more	
What time of day would be best for you to attend Committee meetings?  Day	
	_
(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of	
maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although	
strictly optional for Applicant, the following information is needed to meet reporting requirements and attain	
those goals. Race: African American Sex: Male Age: 64.00	
Disabled? No District: District 5	

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a	Attachment : Page 2 (
Committee; any of your professional licenses and/or designations and indicate how long you have	
held them and whether they are effective in Leon County; any charitable or community activities in	
which you participate; and reasons for your choice of the Committee indicated on this Application.	

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

Name: JAY SMITH Telephone: 850 224 9571

Address: 1080 COMMERCE BOULEVARD, MIDWAY FL

Name: Telephone:

Address:

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee?

If ves. from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Nο

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

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? Nο If yes, please explain.

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

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

Signature: T. A. Parker

This application was electronically sent: 3/9/2017 10:48:30AM

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT lage 1 of 2 TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

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



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

Name: Michelle Gomez Date: 3/12/2018 10:46:25PM
Home Phone: (850) 766-6505 Work Phone: ()-X Email: Michelle.gomez@theoasiscenter.ne
Occupation: EXECUTIVE DIRECTOR Employer: THE OASIS CENTER FOR WOMEN & GIRLS
Preferred mailing location: Home Address
Work Address: 317 E. CALL STREET
City/State/Zip: TALLAHASSEE,FL 32301
Home Address: 1110 DOMINGO DR
City/State/Zip: TALLAHASSEE,FL 32304
Do you live in Leon County? Yes If yes, do you live within the City limits? Yes
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes
For how many years have you lived in and/or owned property in Leon County?  30 years
Are you currently serving on a County Advisory Committee?
If yes, on what Committee(s) are you a member?
Have you served on any previous Leon County committees?
If yes, on what Committee(s) are you a member?
Please indicate your area of expertise:
Architecture
Architecture
Construction
Engineering
X Community Member at-large
Please provide any additional information:
Experience in Tallahassee-Leon County developing economic opportunity for women and minority groups,
including microenterprise and entrepreneurship, business planning, infrastructure and programming.
(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of
maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although
strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those
goals.
Race: Hispanic Sex: Female Age: 40.00
Disabled? No District: District 1

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

Signature: Michelle Gomez

This application was electronically sent: 3/12/2018 10:46:25PM

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT lage 1 of 4 TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

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



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

Name: Willie Henry Date: 2/7/2018 9:12:23PM
Home Phone: (850) 412-9257 Work Phone: ()-X Email: henryjarviscpa@yahoo.com
Occupation: ACCOUNTANT - RETIRED Employer: RETIRED BUSINESS OWNER
Preferred mailing location: Home Address
Work Address:
Tront real cost.
City/State/Zip: TALLAHASSEE,FL
Home Address: 938 COCHRAN DR
City/State/Zip: TALLAHASSEE,FL 32301
Do you live in Leon County? Yes If yes, do you live within the City limits? Yes
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes
For how many years have you lived in and/or owned property in Leon County?  26 years
Are you currently serving on a County Advisory Committee?
If yes, on what Committee(s) are you a member?
Have you served on any previous Leon County committees?
If yes, on what Committee(s) are you a member?
Please indicate your area of expertise:
Architecture
Architecture
Construction
Engineering
X Community Member at-large
Please provide any additional information:
I have a degree in Accounting, Science, Nursing, and Ministry.
(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of
maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although
strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those
goals.
Race: Other Sex: Male Age:
Disabled? Yes District: District 2 1

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

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

Name: REV RONALD WIGGINS Telephone: 850-545-5237

Address: BLACKJACK RD, TALLAHASSEE, FL

Name: RON HALL Telephone: 850-459-0511

Address: PURPLE ST, CRAWFORDVILLE, FL

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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- 1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities? Yes
- 2.) Are you willing to complete a financial disclosure form Yes
- 3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)

  No If yes, please explain.
- 4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? Yes

If yes, please explain. WIFE WORKS FOR LEON COUNTY CLERKS OFFICE

- 5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?
- 6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)

No

If yes, please explain.

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

Signature: Willie Henry

This application was electronically sent: 2/7/2018 9:12:23PM



#### Will Henry

850-412-9257 – Home 850-980-4490 – Cell Email - henryjarviscpa@yahoo.com

#### **Executive Summary**

My education and experiences cover many different industries. Many of them are not noted below in this resume; such as, General Manger for a large restaurant chain, Nurse (LPN), Registered Marriage Counselor with Leon County Clerk's Office, Real Estate Purchasing Agent, Real Estate Investor, and Mortgage Broker, Landlord, Code Enforcement Project Coordinator with the City Of Tallahassee, and Accountant. Working in all of these positions have helped me to obtain the people skills, managerial skills, leadership, knowledge and abilities needed to serve as an Ethics Board Member.

#### **Education**

- B.A. Degree in Accounting
- A.S. Degree in Science
- Nursing License (LPN)
- 9 credits from B.A. Degree in Religion

#### **Certifications**

- Supervisory Development
- Project Management
- Grant Writing
- Personnel Administration (Military)

#### **Experience**

#### Henry Jarvis CPA, Chief Executive Officer

Skilled at establishing operational excellence within culturally diverse environments, translating conceptual models into specific growth strategies, planning and executing multi-faceted business development campaigns designed to improve sales and gross revenue. *Key qualifications include*:

- Corporate Vision & Strategic/Operational Planning
- Re-engineering Operations & Process Improvement
- Negotiating/Bidding Large Government Contracts
- Cost Reduction/Containment & Profit Optimization
- Visionary with a clear sense of purpose and urgency

#### Henry Jarvis CPA, Chief Operations Officer

- Advise the CEO and other key members of senior management on financial planning, budgeting, cash flow, investment priorities, and policy matters;
- Oversee, direct, and organize the work of the finance and operations teams;
- Ensure staff members receive timely and appropriate training and development;
- Plan, coordinate, and execute the annual budget process

#### United States Army, Personnel Non-Commissioned Officer

• Supervised office personnel to ensure the Army's Policies and Regulations were followed throughout the Battalion.

#### SHARE Florida, Tallahassee Satellite Supervisor & Ambassador

- Coordinated and distributed food to fifteen organizations in the North Florida and South Georgia Region;
- Recruited new sites and volunteers into the program

#### City Of Tallahassee, Building Services, Administrative Specialist I (Assistant Building Superintendent)

- Maintained a five million dollar operating budget for City Hall and its surrounding facilities;
- Hired, trained, and supervised personnel within the department;
- Assigned duties to employees and contractors; such as, maintenance, repair and renovation;
- Supervised contracted projects to ensure adherence to specifications
- Ensure the City policies and procedures are followed by departmental staff and vendors.

From: Katherine Vernet

To: Daniel Rigo; Mary Smach Date: 2/8/2018 1:34 PM

**Subject:** Re: Tallahassee Sports Council

Hi Mary,

There is no need for Mr. Henry to complete the Disclosure form 4A. Leon County is a separate entity from the Leon County Clerk of Courts so there is no conflict of interest there. And also, the wife being an employee of the Clerk's Office does not constitute doing business with the County.

Thanks,

Kathy

From: Mary Smach To:Rigo, Daniel CC:Vernet, Katherine Date: 2/8/2018 9:48 AM

Subject: Tallahassee Sports Council

Hi Dan,

I received the attached applications from Willie Henry for the Tallahassee Sports Council and the TLC MWSBE Citizens Advisory Committee. Please see his answer to question #4. Does he need to complete Disclosure form 4A?

#### Mary Smach

Agenda Coordinator Leon County Administration 301 S. Monroe St. Suite 502 Tallahassee, FL 32301 850-606-5311

www.leoncountyfl.gov

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT lage 1 of 2 TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

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



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

Name: Matt Thursam			Da	ate: 2/4/2018	10:49:39AM
Home Phone: (407) 433-1698	Work Phone: (407)	433-1699X		ursam@yahoo.	com
Occupation: RETIRED	Employe	er: WALT DI	SNEY WORLD		
Preferred mailing location: Hom	e Address				
Work Address: 1743 SUMMER M	EADOW PLACE				
City/State/Zip: TALLAHASSEE,FI					
Home Address: 1743 SUMMER M	EADOW PLACE				
City/State/Zip: TALLAHASSEE,FI					
Do you live in Leon County? Yes	,, ,		-	Yes	
Do you own property in Leon County	_ · · · ·	is it located wit	=		
For how many years have you lived i			ity?	1 years	
Are you currently serving on a Count	-	No No			
If yes, on what Committee(s) are you		N. N.			
Have you served on any previous Le	=	? No			
If yes, on what Committee(s) are you	a member?				
Please indicate your area of exp	ertise:				
Architecture					
Architecture					
Construction					
Engineering					
X Community Member at-lar	ge				
Please provide any additional in	formation.				
,					
Prior to retiring, I was the Manager of Supplier Diversity for WDW. I also have been a member of the					
FSMSDC Certification Committee					
Powerlink, Member of Regional	Council and TAC for H	BIF in Orlando.	My knowledge	in small diverse	)
business is vast.					
(OPTIONAL) Leon County strives to	meet its goals, and tho	se contained ir	various federa	al and state laws	s. of
maintaining a membership in its Advi	•				
strictly optional for Applicant, the follo	•		•	•	•
goals.	J				
Race: Caucasian	Sex: Male	Age:	70.00		
Disabled? No	District: District 3				
1					

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

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

Name: JOHANNA DELA CADENA Telephone: 407-414-7373

Address: 8251 PRESIDENTS DR ORLANDO 32809

Name: KATIA MEDINA Telephone: 407-428-5872

Address: 3201 COLONIA DR ORLANDO 32803

#### IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

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

- Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?
   Yes
- 2.) Are you willing to complete a financial disclosure form Yes
- 3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)

  No If yes, please explain.
- 4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?

  No

If yes, please explain.

- 5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?
- 6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)

No

If yes, please explain.

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

Signature: Matt Thursam

This application was electronically sent: 2/4/2018 10:49:39AM

## **Leon County Board of County Commissioners**

**Notes for Agenda Item #8** 

# Adoption, Transmittal and Rezoning Public Hearings on the 2018 Cycle Comprehensive Plan Amendments Agenda Item #8

**April 10, 2018** 

To: Honorable Chairman and Members of the Board of County Commissioners

Mayor and City Commissioners

From: Vincent S. Long, County Administrator

Reese Goad, Interim City Manager

**Title:** Joint County/City Adoption, Transmittal and Rezoning Public Hearings on the

2018 Cycle Comprehensive Plan Amendments

Review and Approval:	Vincent S. Long, County Administrator		
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Director, Tallahassee-Leon County Planning Department		
Lead Staff/ Project Team:	Artie White, Administrator – Comprehensive Planning		

#### **Statement of Issue:**

This item provides for the Joint County/City Public Hearings on the 2018 Cycle amendments to the Tallahassee-Leon County Comprehensive Plan. The purpose of the Public Hearings is to:

- Adopt large scale map amendments and text amendments to the Comprehensive Plan; and
- Transmit one text amendment to the State Land Planning Agency and other reviewing agencies.

Large scale map amendments and text amendments require two public hearings (transmittal public hearing and adoption public hearing). The transmittal public hearing for the large scale map amendments and text amendments proposed for adoption occurred on February 27, 2018.

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

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#### **Staff Recommendation:**

- Option #1: Leon County and City of Tallahassee: Conduct the adoption public hearings on the 2018 Cycle Large Scale Comprehensive Plan Map Amendments and Text Amendments:
  - a. PCM201804: Chapel Drive (Within City Limits)
  - b. LMA201804: East Mahan (Unincorporated Leon County)
  - c. LMA201805: Barcelona Offices (Unincorporated Leon County)
  - d. PCT201801: Research and Innovation and Industry and Mining Land Uses
  - e. PCT201802: Regional Mobility Plan Maps
- Option #2: Leon County: Conduct the first and only public hearing and adopt the proposed ordinance (Attachment #11), thereby adopting the large scale map amendments in unincorporated Leon County and the text amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.
- Option #3: Leon County and City of Tallahassee: Conduct the transmittal public hearings on the 2018 Cycle Comprehensive Plan Text Amendments and transmit the proposed amendments to the State Land Planning Agency and review agencies.
  - a. PCT201803: Intergovernmental Coordination Element
- Option #4: City of Tallahassee: Conduct the first of two Public Hearings on Ordinance 18-Z-05 to rezone the subject site from the Planned Unit Development (PUD) and Residential Preservation (RP-1) Districts to the University Transition (UT) District. (Chapel Drive)
- Option #5: Leon County: Conduct the first of two public hearings to adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) Zoning District to the Rural (R) Zoning District (Attachment #16), and schedule the second and final Public Hearing for May 8, 2018 at 6:00 p.m. (East Mahan)
- Option #6: Leon County: Conduct the first and only public hearing and adopt the proposed ordinance (Attachment #18) amending the Official Zoning Map to change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District. (Barcelona Offices)

Title: Joint County/City Adoption, Transmittal and Rezoning Public Hearings on the 2018

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#### **Report and Discussion**

#### **Background:**

The purpose of the Public Hearings is to:

- Adopt large scale map amendments and text amendments to the Comprehensive Plan; and
- Transmit a text amendment to the State Land Planning Agency and other reviewing agencies.

Large scale amendments (proposed map amendments that involve a use of greater than 10 acres) and text amendments require two public hearings (transmittal public hearing and adoption public hearing). The transmittal public hearing occurred on February 27, 2018. The agenda for the April 10, 2018 Joint City/County Adoption and Transmittal Public Hearings on the 2018 Comprehensive Plan Amendments is included as Attachment #1.

#### Full 2018 Cycle Amendment Schedule:

**Application Cycle** April 2017 – September 29, 2017 Local Planning Agency Workshop November 7, 2017 Public Open House November 16, 2017 December 5, 2017 (continued) Local Planning Agency Public Hearing Local Planning Agency Public Hearing January 2, 2018 Joint City-County Workshop January 23, 2018 Local Planning Agency Public Hearing February 6, 2018 First Joint City-County Public Hearing February 27, 2018 Second Joint City-County Public Hearing April 10, 2018

#### **Analysis:**

#### Adoption Public Hearings

The large scale map amendments and text amendments for the 2018 Comprehensive Plan Amendment Cycle include:

- PCM201804: Chapel Drive (Within City Limits)
- LMA201804: East Mahan (Unincorporated Leon County)
- LMA201805: Barcelona Office (Unincorporated Leon County)
- PCT201801: Research and Innovation and Industry and Mining Land Uses
- PCT201802: Regional Mobility Plan Maps

Title: Joint County/City Adoption, Transmittal and Rezoning Public Hearings on the 2018

Cycle Comprehensive Plan Amendments

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### PCM201804: Chapel Drive (Located within the City Limits)

Applicant: Rabbi Schneur Z. Oirechman

TLCPD Staff: Sean Reiss

Map Amendment: This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 3.71 acres in the Chapel Ridge neighborhood from Residential Preservation (RP) to University Transition (UT). The Residential Preservation FLUM designation allows for single-family houses, townhomes, and duplexes at a maximum density of six (6) units per acre. The University Transition FLUM designation allows for a mix of uses, including smaller scale retail and commercial uses, entertainment commercial uses, offices, and residential housing up to fifty (50) units per acre.

*Rezoning Application*: A rezoning application has been filed concurrent with this amendment. A zoning change from Planned Unit Development [PUD] and RP-1 Residential Preservation to University Transition (UT) is being requested to implement the proposed amendment to the Future Land Use Map.

Staff Recommendation on proposed amendment: Approve with expansion area

Local Planning Agency recommendation on proposed amendment: Approve with expansion area

The staff report for the proposed map amendment is included as Attachment #2. Citizen comments received on the proposed amendment are included as Attachment #3.

#### LMA201804: East Mahan

(Located in Unincorporated Leon County)

Applicant: Leon County

TLCPD Staff: Stephen Hodges

*Map Amendment:* This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 232 acres on the north side of Mahan Drive east of I-10 from Urban Fringe (UF) to Rural (R).

The Urban Fringe FLUM designation allows for low-density residential areas mixed with open space and agricultural activities on the periphery of the Urban Service Area. The maximum allowed standard residential density is one unit per three acres. The Rural FLUM designation is intended to maintain and promote agriculture, silviculture, and natural resource-based activities, preserve natural systems and ecosystem functions, and protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. The maximum allowed residential density in Rural is one (1) dwelling unit per ten (10) acres.

This amendment is a result of the terms of the executed Development Agreement for the property, which states: "In the event the developer does not comply with the terms of the Agreement within ten years and the Agreement is not extended, the local government shall initiate a Future Land Use Map amendment and/or rezoning at the earliest possible time in order

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to return the property to the status it held prior to this Agreement." The property owner has not requested an extension to the agreement. The Planning Department staff mailed a notice to the property owner at their address listed with the Leon County Property Appraiser as well as an additional address. The Planning Department received no reply. Staff also attempted to contact the owner on the telephone, but has been unable to reach the owner.

Rezoning Application: A zoning change from Urban Fringe (UF) to Rural (R) is being requested to implement the proposed amendment to the Future Land Use Map.

Staff recommendation on proposed amendment: Approve

Local Planning Agency recommendation on proposed amendment: Approve

The staff report for the proposed map amendment is included as Attachment #4. Citizen comments received on the proposed amendment are included as Attachment #5.

#### LMA201805: Barcelona Offices (Located in Unincorporated Leon County)

Applicant: Ricardo Hernandez TLCPD Staff: Julie Christesen

Map Amendment: This is a request to change the Future Land Use Map (FLUM) designation from Urban Residential 2 (UR-2) and Activity Center (AC) to Suburban (SUB) on two parcels totaling 30 acres. Part of the property is already designated SUB on the FLUM. The parcels are located off of Capital Circle Southeast, north of Blair Stone Road, off of Barcelona Lane. The applicant is seeking the land use change to develop offices.

The existing UR-2 land use allows up to 20 dwelling units per acre. The existing AC land use allows up to 45 dwelling units per acre and is intended to provide large scale commercial activities to serve retail needs of large portions of the population. The proposed Suburban category allows a mixture of office, commercial uses and residential densities up to 20 units per acre.

*Rezoning Application:* A rezoning application will be processed concurrently with this amendment. A zoning change from Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to Office Residential 2 (OR-2) is being requested to implement the proposed amendment to the Future Land Use Map.

Staff recommendation on proposed amendment: Approve

Local Planning Agency recommendation on proposed amendment: Approve

The staff report for the proposed map amendment is included as Attachment #6. Citizen comments received on the proposed amendment are included as Attachment #7.

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## PCT201801: Research and Innovation and Industry and Mining Land Uses Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Artie White

Text Amendment: The proposed amendment would update the Land Use Element of the Tallahassee-Leon County Comprehensive Plan to include a Research and Innovation Land Use category and an Industry and Mining Land Use category. The proposed Research and Innovation land use category addresses research and development uses and innovation districts. The proposed Industry and Mining Land Use category addresses light industrial uses, mining uses, and heavy industrial uses. The proposed land use categories set guidelines for the development of implementing zoning districts.

Staff recommendation on proposed amendment: Approve

Local Planning Agency recommendation on proposed amendment: Approve

The staff report for the proposed text amendment is included as Attachment #8. No citizen comments were received on the proposed amendment.

#### PCT201802: Regional Mobility Plan Maps

Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Julie Christesen

Text Amendment: This is a request to amend the Mobility Element of the Tallahassee-Leon County Comprehensive Plan to update the Adopted Cost Feasible Map and to replace the project specific Adopted Cost Feasible Maps with project lists. This section is being amended to reflect the Cost Feasible Projects that were identified in the CRTPA 2040 Regional Mobility Plan Cost Feasible Plan, and the new format.

Staff recommendation on proposed amendment: Approve

Local Planning Agency recommendation on proposed amendment: Approve

The staff report for the proposed text amendment is included as Attachment #9. No citizen comments were received on the proposed amendment.

#### **Adoption Ordinance - City of Tallahassee**

The adoption of Ordinance 18-O-12 (Attachment #10) adopts the large scale map amendment in the City of Tallahassee and text amendments to the Tallahassee-Leon County Comprehensive Plan. The adopted ordinances will subsequently be submitted to the Florida Department of Economic Opportunity.

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#### **Adoption Ordinance – Leon County**

The proposed ordinance (Attachment #11) would adopt the large scale map amendments in unincorporated Leon County and text amendments to the Tallahassee-Leon County 2030 Comprehensive Plan pursuant to section 163.3184, Florida Statutes. The adopted ordinances will subsequently be submitted to the Florida Department of Economic Opportunity.

#### <u>Transmittal Public Hearing (Text Amendments)</u>

The text amendments for the 2018 Comprehensive Plan Amendment Cycle include:

• PCT201803: Intergovernmental Coordination Element

#### PCT201803: Intergovernmental Coordination Element

Applicant: Leon County, City of Tallahassee

TLCPD Staff: Artie White

*Text Amendment:* The proposed text amendment to the Intergovernmental Coordination Element would remove the restriction limiting the number of times the Comprehensive Plan can be amended annually and would clarify voting procedures for proposed amendments to the Comprehensive Plan.

The proposed text amendments would establish a procedure where future amendments to the Comprehensive Plan become effective only with the approval of both the Board of County Commissioners and the City Commission except in the case of map amendments that are solely located within the City limits or within unincorporated Leon County, or text amendments that solely apply to the City limits or unincorporated Leon County. In these cases, approval is needed only from the governing body with jurisdiction. The proposed text amendment does not preclude the Board of County Commissioners and the City Commission from holding joint workshops or public hearings.

The proposed text amendment also sets one annual amendment cycle with additional cycles initiated by the Board of County Commissioners or City Commission as needed.

In an effort to resolve concerns raised regarding jurisdiction, the County Attorney's Office and the City Attorney's Office, in conjunction with the Planning Department, drafted the proposed text amendment and recommend approval.

*Staff recommendation on proposed amendment:* Approve

Local Planning Agency recommendation on proposed amendment: Approve

The staff report for the proposed text amendment is included as Attachment #12. No citizen comments were received on the proposed amendment.

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This transmittal public hearing serves as the first of two public hearings on this text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan. The adoption hearing is currently scheduled for June 21, 2018 at 3:00 p.m. with the Leon County Board of County Commissioners and City Commission at the Blueprint Intergovernmental Agency meeting to be held in the City Commission Chambers.

#### Rezoning Public Hearings

The following rezonings implement the large scale map amendments for the 2018 Comprehensive Plan Amendment Cycle:

• PRZ 170021: Chapel Drive

• LRZ 170004: East Mahan Drive

• LRZ 170005: Barcelona Offices

#### PRZ #170021: Chapel Drive Rezoning (City of Tallahassee)

First of two Public Hearing on Ordinance 18-Z-05 to rezone the subject site from the Planned Unit Development (PUD) and Residential Preservation (RP-1) Districts to the University Transition (UT) District. The site is also the subject of a Future Land Use Map (FLUM) amendment (PCM201804). The effective date of this rezoning ordinance shall be the effective date of comprehensive plan amendment PCM201804.

#### LRZ #170004: East Mahan Drive (Leon County - Attachment #15)

First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe District (UF) to the Rural (R) Zoning District (Attachment #16).

#### LRZ #170005: Barcelona Offices (Leon County - Attachment #17)

First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District (Attachment #18).

These public hearings have been noticed and advertised in accordance with the provisions of section 163.3184, Florida Statutes, the *Leon County Code of Ordinances* (Attachment #13) and the *City of Tallahassee Code of Ordinances* (Attachment #14).

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#### **Options:**

Option #1:

Leon County and City of Tallahassee: Conduct the adoption public hearings on the 2018 Cycle Large Scale Comprehensive Plan Map Amendments and Text Amendments and adopt the proposed amendments:

- a. PCM201804: Chapel Drive (Within City Limits)
- b. LMA201804: East Mahan (Unincorporated Leon County)
- c. LMA201805: Barcelona Offices (Unincorporated Leon County)
- d. PCT201801: Research and Innovation and Industry and Mining Land Uses
- e. PCT201802: Regional Mobility Plan Maps

Option #2:

*Leon County:* Conduct the first and only public hearing and adopt the proposed ordinance (Attachment #11), thereby adopting the large scale map amendments in unincorporated Leon County and the text amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.

Option #3:

Leon County and City of Tallahassee: Conduct the transmittal public hearings on the 2018 Cycle Comprehensive Plan Text Amendments and transmit the proposed amendments to the State Land Planning Agency and review agencies.

a. PCT201803: Intergovernmental Coordination Element

Option #4:

City of Tallahassee: Conduct the first of two Public Hearings on Ordinance 18-Z-05 to rezone the subject site from the Planned Unit Development (PUD) and Residential Preservation (RP-1) Districts to the University Transition (UT) District. (Chapel Drive)

Option #5:

Leon County: Conduct the first of two public hearings to adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) Zoning District to the Rural (R) Zoning District (Attachment #16), and schedule the second and final Public Hearing for May 8, 2018 at 6:00 p.m. (East Mahan)

Option #6:

Leon County: Conduct the first and only public hearing and adopt the proposed ordinance amending the Official Zoning Map to change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District (Attachment #18).

Option #7: Board direction.

#### **Recommendation:**

Options #1a.b.c.d.e., #2, #3, #5 & #6.

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#### Attachments:

- 1. Agenda for the Joint City-County Adoption and Public Hearings on the 2018 Cycle Comprehensive Plan Amendments
- 2. PCM201804 Chapel Drive Staff Report
- 3. PCM201804 Chapel Drive Citizen Comments
- 4. LMA201804 East Mahan Drive Staff Report
- 5. LMA201804 East Mahan Drive Citizen Comments
- 6. LMA201805 Barcelona Offices Staff Report
- 7. LMA201805 Barcelona Offices Citizen Comments
- 8. PCT201801 Research and Innovation and Industry and Mining Land Uses Staff Report
- 9. PCT201802 Regional Mobility Plan Maps Staff Report
- 10. Proposed City of Tallahassee Ordinance 18-O-12
- 11. Proposed Leon County Ordinance Amending the 2030 Tallahassee-Leon County Comprehensive Plan
- 12. PCT201803 Intergovernmental Coordination Element Staff Report
- 13. County Legal Ad
- 14. City Legal Ad
- 15. LRZ #170004: East Mahan Drive Public Hearing
- 16. LRZ #170004 East Mahan Ordinance
- 17. LRZ #170005: Barcelona Offices Public Hearing
- 18. LRZ #170005: Barcelona Offices Ordinance

## JOINT CITY-COUNTY COMMISSION ADOPTION, TRANSMITTAL, AND REZONING PUBLIC HEARINGS FOR THE 2018 CYCLE COMPREHENSIVE PLAN AMENDMENTS APRIL 10, 2018 6:00 PM

Fifth Floor, Leon County Courthouse, 301 S. Monroe Street

- A. Introductory comments by staff
- B. Adoption Public Hearings for 2018 Cycle Large Scale Comprehensive Plan Map Amendments and Text Amendments

#### PCM201804: Chapel Drive

Located within City Limits

Applicant: Rabbi Schneur Z. Oirechman

TLCPD Staff: Sean Reiss

<u>Map Amendment:</u> This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 3.71 acres in the Chapel Ridge neighborhood from Residential Preservation (RP) to University Transition (UT).

The Residential Preservation FLUM designation allows for single-family houses, townhomes, and duplexes at a maximum density of six (6) units per acre. The University Transition FLUM designation allows for a mix of uses, including smaller scale retail and commercial uses, entertainment commercial uses, offices, and residential housing up to fifty (50) units per acre.

<u>Rezoning Application</u>: A rezoning application has been filed concurrent with this amendment. A zoning change from Planned Unit Development [PUD] and RP-1Residential Preservation to University Transition (UT) is being requested to implement the proposed amendment to the Future Land Use Map.

#### LMA201804: East Mahan

Located in Unincorporated Leon County

Applicant: Leon County

TLCPD Staff: Stephen Hodges

<u>Map Amendment:</u> This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 232 acres on the north side of Mahan Drive east of I-10 from Urban Fringe (UF) to Rural (R).

The Urban Fringe FLUM designation allows for low-density residential areas mixed with open space and agricultural activities on the periphery of the Urban Service Area. The maximum allowed standard residential density is one unit per three acres. The Rural FLUM designation is intended to maintain and promote agriculture, silviculture, and natural resource-based activities, preserve natural systems and ecosystem functions, and protect the scenic vistas and pastoral development patterns that

typify Leon County's rural areas. The maximum allowed residential density in Rural is one dwelling unit per ten (10) acres.

<u>Rezoning Application:</u> A zoning change from Urban Fringe (UF) to Rural (R) is being requested to implement the proposed amendment to the Future Land Use Map.

#### LMA201805: Barcelona Offices

Located in Unincorporated Leon County

Applicant: Ricardo Hernandez TLCPD Staff: Julie Christesen

Map Amendment: This is a request to change the Future Land Use Map (FLUM) designation from Urban Residential 2 (UR-2) and Activity Center (AC) to Suburban (SUB) on two parcels totaling 30 acres. Part of the property is already designated SUB on the FLUM. The parcels are located off of Capital Circle Southeast, north of Blair Stone Road, off of Barcelona Lane. The applicant is seeking the land use change to develop offices.

The existing UR-2 land use allows up to 20 dwelling units per acre. The existing AC land use allows up to 45 dwelling units per acre and is intended to provide large scale commercial activities to serve retail needs of large portions of the population. The proposed Suburban category allows a mixture of office, commercial uses and residential densities up to 20 units per acre.

<u>Rezoning Application</u>: A rezoning application will be processed concurrently with this amendment. A zoning change from Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to Office Residential 2 (OR-2) is being requested to implement the proposed amendment to the Future Land Use Map.

#### PCT201801: Research and Innovation and Industry and Mining Land Uses

Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Artie White

<u>Text Amendment:</u> The proposed text amendment would create a new land use category that addresses research and development, advanced manufacturing, industrial, and light industrial and mining uses. The proposed land use category will include guidelines for the development of implementing zoning districts.

#### PCT201802: Regional Mobility Plan Maps

Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Julie Christesen

<u>Text Amendment:</u> This is a request to amend the Mobility Element of the Tallahassee-Leon County Comprehensive Plan to update the Adopted Cost Feasible Map and to replace the project specific

Adopted Cost Feasible Maps with project lists. This section is being amended to reflect the Cost Feasible Projects that were identified in the CRTPA 2040 Regional Mobility Cost Feasible Plan.

#### C. First and only Public Hearing on City of Tallahassee Ordinance 18-O-12

Adoption Public Hearing on Ordinance No. 18-O-12: Adopting large scale amendments to the 2030 Tallahassee/Leon County Comprehensive Plan; Providing for severability and conflicts and providing an effective date.

D. Adoption Public Hearing on Leon County Ordinance adopting large scale map amendments and text amendments to the Tallahassee-Leon County 2030 Comprehensive Plan County

The proposed ordinance would adopt the large scale map amendments in unincorporated Leon County and text amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.

#### E. Transmittal Hearing for 2018 Cycle Comprehensive Plan Text Amendment

The purpose of this item is to hold the Transmittal Public Hearing for a 2018 Cycle Text Amendment. The Transmittal Public Hearings serve as the first of two public hearings on the following text amendments:

#### PCT201803: Intergovernmental Coordination Element

Applicant: Tallahassee-Leon County Planning Department

TLCPD Staff: Artie White

<u>Text Amendment</u>: The proposed text amendment to the Intergovernmental Coordination Element would remove the restriction limiting the number of times the Comprehensive Plan can be amended annually and would clarify voting procedures for proposed amendments to the Comprehensive Plan.

#### F. PRZ #170021: Chapel Drive Rezoning

First of two Public Hearing on Ordinance 18-Z-05 to rezone the subject site from the Planned Unit Development (PUD) and Residential Preservation (RP-1) Districts to the University Transition (UT) District. The site is also the subject of a Future Land Use Map (FLUM) amendment (PCM201804). The effective date of this rezoning ordinance shall be the effective date of comprehensive plan amendment PCM201804.

#### G. LRZ #170004: East Mahan Drive (Attachment #15)

First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe District (UF) to the Rural (R) Zoning District.

#### H. LRZ #170005: Barcelona Offices (Attachment #17)

First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District.

#### I. Adjournment

If you have a disability requiring accommodations, please contact the Tallahassee-Leon County Planning Department. The Planning Department telephone number is (850) 891-6400. The telephone number of the Florida Relay TDD Service is # 1-800-955-8771.

Please be advised that if a person decided to appeal any decision made by the Planning Commission/Local Planning Agency 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 proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The Planning Commission/Local Planning Agency does not provide or prepare such a record (Section 286.0105 F.S.).



#### 2018 Comprehensive Plan Amendment Cycle PCM201804 Chapel Drive Amendment



**SUMMARY** 

<b>Property Owners:</b>	Property Location:	TLCPD Recommendation:
Rabbi Schneur Z. Oirechman  Applicant:  Urban Catalyst Consultants, Inc.  2851 Remington Green Circle, Ste. D.	Two parcels located between Chapel Drive and Westminster Drive.	Approve and expand amendment as recommended by staff.
TLCPD Staff:	Current Future Land Use & Zoning:	LPA Recommendation:
Sean Reiss	Future Land Use: Residential Preservation (RP) Zoning: Planned Unit Development (PUD) and Residential Preservation-1 (RP-1)	Approve and expand amendment as recommended by
Contact Information:	Proposed Future Land Use & Zoning:	staff.
Sean.Reiss@talgov.com (850) 891-6438	Future Land Use: University Transition Zoning: University Transition	
<b>Date:</b> October 27, 2017	Updated: March 1, 2018	

#### A. REASON FOR REQUESTED CHANGE

The applicant, Urban Catalyst Consultants, Inc., has requested an amendment to the Future Land Use Map (FLUM) which would change the designation of multiple parcels within the Westminster Hill Subdivision from Residential Preservation (RP) to University Transition (UT). The applicant is representing the Chabad Lubavitch of the Panhandle – Tallahassee (Chabad @ FSU).

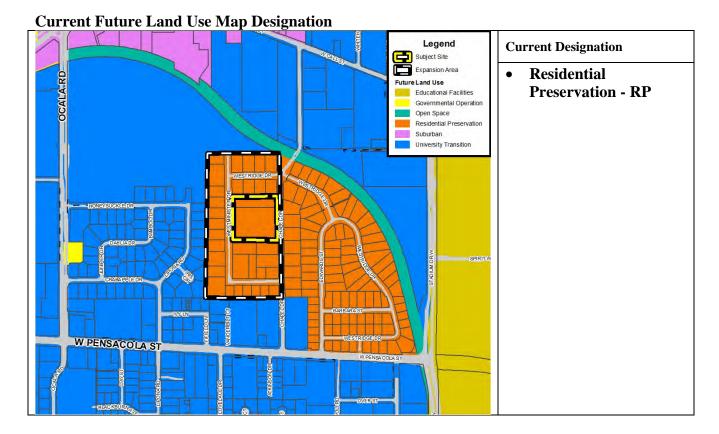
The parcels comprising the subject site are owned by Chabad @ FSU and contain a synagogue and a student center that serves meals and provides services to students, as well as a Rabbi residence. Currently, permanent student housing is not allowed on the subject site. The applicant asserts that the residential units within the Westminster Hills Subdivision are transitioning from single family residences to rentals housing for students and young professionals. The proposed amendment is intended to recognize this transition.

Upon analyzing the proposed amendment, staff determined that the requested FLUM change should be applied to the entirety of the Westminster Hill Subdivision and the portion of the White Subdivision located on Westminster Drive ("expansion area").

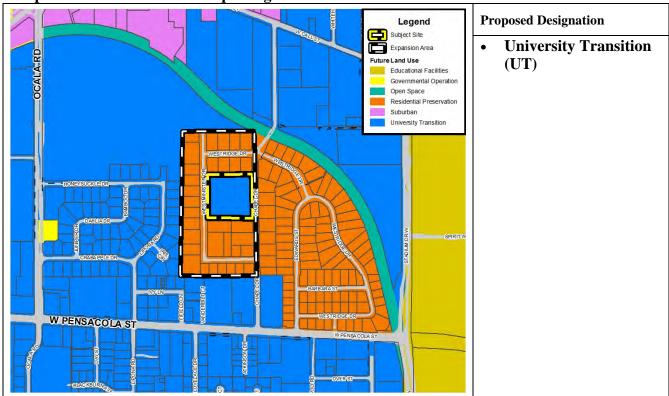
#### B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The Subject Area is currently designated Residential Preservation on the FLUM. The proposed amendment would change the FLUM designation of the area to University Transition.

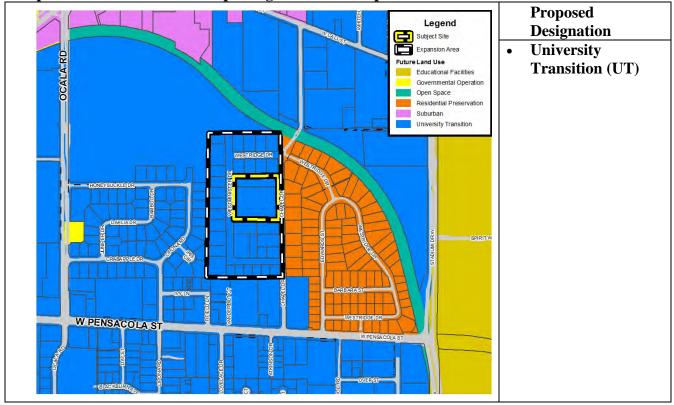
The following maps illustrate the current and proposed FLUM designations for the Subject Area.







#### Proposed Future Land Use Map Designation with Expansion Area



#### C. STAFF RECOMMENDATION

Find that the proposed Future Land Use Map amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend ADOPTION of the proposed amendment with the proposed expansion area.

Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend APPROVAL of the proposed rezoning with the proposed expansion area.

#### D. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION

Find that the proposed Future Land Use Map amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend ADOPTION of the proposed amendment with the proposed expansion area.

Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend APPROVAL of the proposed rezoning with the proposed expansion area.

#### E. SUMMARY OF FINDINGS

- 1. Based on the Residential Preservation Analysis, the subject site no longer matches the description of the Residential Preservation land use category. The subject site more closely resembles the description of the University Transition land use category.
- 2. The subject site no longer matches the description of the Residential Preservation 1 (RP-1) or Planned Unit Development (PUD) zoning district. The subject site more closely resembles the description of the University Transition (UT) zoning district.
- 3. The amendment is consistent with the options outlined in the West Pensacola Sector Plan for the area if the rate of owner occupancy continued to decline, which it has.
- 4. The subject site is centrally located between Tallahassee Community College and Florida State University, within the geographic boundary identified in the Comprehensive Plan as being appropriate for the University Transition future land use, and is predominantly surrounded by University Transition future land use.
- 5. The subject site is primarily comprised of rental units; only four of the 34 parcels (11.76%) in the proposed expansion area claim homestead exemption. Seven of the 34 parcels (20.59%) in the proposed expansion area are registered rooming houses. In the remaining Residential Preservation portion of the Chapel Drive Neighborhood, consisting of the Lambert Heights and Merrivale Subdivisions (directly east of the subject site), 16 parcels out of 102 (15.69%) claim homestead exemption and 20 parcels out of 102 (19.61%) are registered rooming houses.

#### F. STAFF ANALYSIS

#### History and Background

The parcels initially proposed for the land use amendment, are located at 224 and 232 Chapel Drive in the Westminster Hills Subdivision. The homes in the Westminster Hills Subdivision were built primarily between the 1950's and the 1970's. Overtime, the Westminster Hills Subdivision and surrounding area has been impacted by the growth of Tallahassee Community College, Florida State University, and Florida A&M University. In the portion of the White Subdivision along Westminster Drive, several homes were constructed in 2004, all of which appear to be rental units owned by Chapel Hills Partners, LLC.

The two parcels proposed by the applicant for amendment are 0.93 acres to 2.78 acres and total approximately 3.71 acres. As a whole, the Westminster Hills Subdivision, including the seventeen parcels in the White subdivision along Westminster Drive, total approximately 16.54 acres.

In 2015, Chabad @ FSU rezoned the subject site from Residential Preservation-1 (RP-1) to Planned Unit Development (PUD) to allow for the development of a religious facility with an associated residence for the religious leader and overnight facilities for visiting clergy and students.

The West Pensacola Sector Plan, adopted by the City Commission in January 2006, identified strategies for the different neighborhoods in the West Pensacola Sector area. Per the plan:

The West Pensacola Sector is a highly urbanized area, comprised of a mixture of university properties, university-related retail and services, student rental housing, large apartment units, stable older neighborhoods, and several government owned properties. Tallahassee Community College and Florida State University bookend the sector. (Page 3)

The Westminster Hills and White Subdivisions are considered part of the Chapel Ridge Neighborhood in the West Pensacola Sector Plan. Regarding ownership of the properties in the sector, the plan notes:

The analyzed data and calculations suggest a trend of increasing rental use. Those neighborhoods closest Florida State are the three with the lowest percentage of owner-occupied homes. Prince Murat and the adjacent parcels (16.76%), Chapel Ridge (22.7%), and the eastern portion of Palmer-Monroe (23.34%) have very low percentages of homeownership despite the low density, single-family house development patterns. The proximity of these areas to the Florida State campus makes each desirable for renters in search of short commutes. (Page 10)

Compared to 22.7% of homes in the entire Chapel Ridge Neighborhood being owner-occupied in 2006, only 11.76% of the homes in the subject site are owner-occupied today. In the remaining Residential Preservation portion of the Chapel Drive Neighborhood, consisting of the Lambert Heights and Merrivale Subdivisions, 15.69% of homes are owner-occupied.

Specifically regarding the Chapel Ridge neighborhood, which includes both the Westminster Hills and White Subdivisions, the West Pensacola Sector Plan states:

For the remaining neighborhoods, preserving some or all of these areas may not be the best option. Some of these single-family areas aren't zoned exclusively for single family housing. In addition, for some of these neighborhoods that are, the homeownership has reduced significantly in just the past 5 years. The surrounding zoning has impacted these neighborhoods with traffic streaming through neighborhoods and apartments along the edge of the neighborhood. If these neighborhoods are to remain viable long-term, careful thought will be needed to make the areas attractive for single-family residents. (Page 26)

The West Pensacola Sector Plan identified three scenarios for the area in which the subject site is located (pages 24 -25).

The three options were:

Option 1 - Return to a neighborhood of majority homeowners – A major shift will be needed to move these neighborhoods back to majority homeownership. In the meetings, resident-owners have recommended incentives for the private sector to rebuild existing single-family neighborhoods and homeowners to purchase in the sector.

Option 2 - Become rental neighborhoods — The trend (both short-term and long-term) for all of the neighborhoods is an increase in rentals. With the exception of Cactus Street all neighborhoods are majority rental neighborhoods. This is the status quo choice.

Option 3 – Create an Urban Community - Some of the residential areas may be better utilized as higher density development. Through the application of design standards similar to areas in the Downtown, the western edge of campus could redevelop with a combination of housing types while improving the condition of the area. However, simply rezoning the property does not ensure the assembly of properties and quality redevelopment.

The proposed amendment to the subject site is consistent with both Option 2 and Option 3. In the time since the West Pensacola Sector Plan was adopted, home ownership has continued to decrease in the Chapel Ridge neighborhood, suggesting that it is unlikely that the subject site can remain a viable owner-occupied neighborhood long-term. Based on the continued trend toward fewer owner-occupied units and increased rentals, Option 1 is an unlikely outcome, regardless of the proposed land use amendment.

#### Current and Proposed Future Land Use Categories

The complete comprehensive plan policies for Residential Preservation (Policy 2.2.3 [L]) and University Transition (Policy 2.2.17 [LU]) are included as Attachment #1.

#### Residential Preservation (Current)

The Comprehensive Plan addresses the Residential Preservation future land use category in Policy 2.2.3, which states, "the primary function [of the Residential Land Use category] is to protect existing stable and viable residential areas from incompatible land use intensities and density intrusions."

#### University Transition (Proposed)

The Comprehensive Plan addresses the University Transition future land use category in Policy 2.2.17, which states the University Transition land use category "is intended to be a compact land use category that provides higher density residential opportunities near the campuses, serving both to provide opportunities for student housing near the universities and to protect existing residential neighborhoods located away from the campuses from student housing encroachment."

#### Consistency with Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan:

Policy 2.2.17 [L] identifies the geographic area "lying west of South Adams Street, South of West Tennessee Street, north of Orange Avenue and adjoining Innovation Park and Tallahassee Community College to the east" as the area where University Transition can be applied. The subject site is located in this geographic area.

Policy 2.2.17 [L] also notes that the University Transition land use should serve to "provide opportunities for student housing near the universities." The subject site is located approximately a quarter mile from Florida State University, one and three quarter miles from Tallahassee Community College, and one and a half miles from Florida A&M University. Based on these general distances and the fact that the majority of the area is currently rented by students, the proposed amendment is consistent with this characterization of the University Transition land use category.

Policy 2.2.17 [L] states that University Transition is not intended to "encourage or facilitate the premature conversion of existing viable single-family residential neighborhoods." In a review of the Leon County Property Appraiser's data, only three (3) parcels of the total 17 parcels in the Westminster Hills subdivision claim homestead exemption. Additionally, five (5) units in the Westminster Hills Subdivision are registered rooming houses. Based on this analysis, the majority of properties are rentals. Of the 17 parcels in the adjacent White subdivision (the portion of the White Subdivision located on Westminster Drive only), only one qualifies for homestead exemption, and two units are registered rooming houses. The location of the properties qualifying for homestead exemption, as well as those listed as rooming houses, are shown in the Current Uses map below. Based on the neighborhood's dearth of single-family residences, lack of a neighborhood association, and prevalence of rental housing, the proposed amendments would not likely be considered "the premature conversion of existing viable single-family residential neighborhoods."

Policy 1.1.2 [M] provides direction to "Designate energy efficiency districts in areas that are intended for greater densities and intensities to support frequent transit service and where primary

priority is to be placed on providing a safe, comfortable and attractive environment for pedestrians and cyclists." The subject site is located within the Multimodal Transportation District. The goal of the MMTD is to facilitate the use of multiple modes of transportation, leading to a reduction in automobile use and vehicle miles traveled. Policy 1.1.2 [M] also provides direction to "evaluate and modify, if necessary, the zoning and land development regulations to ensure standards that will support compact, walkable, mixed-use development." The proposed amendment would support compact, walkable, mixed-use development.

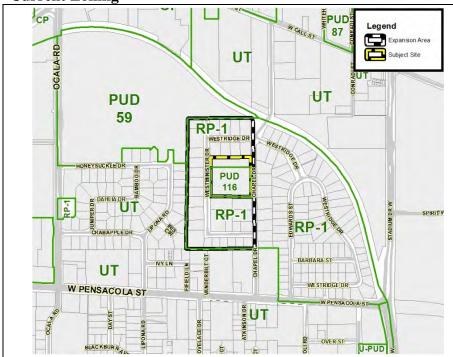
Policy 1.5.5 [M] established level of service standards and performance targets "to create community design that supports mobility." These performance targets include "50% of students at Florida State University (FSU), Florida A&M University (FAMU), and Tallahassee Community College (TCC) commute to campus via non-auto modes." The proposed amendment would provide for student housing options in a location where non-auto modes of transportation are viable.

#### Zoning

The Land Development Code sections for Chabad @ FSU Planned Unit Development (PUD) and University Transition (UT) zoning is included as Attachment #2. The PUD for Chabad @ FSU allows for the development of a religious facility with an associated residence for the religious leader and overnight facilities for visiting clergy and students.

The following maps illustrate the current and proposed zoning for the Subject Site.

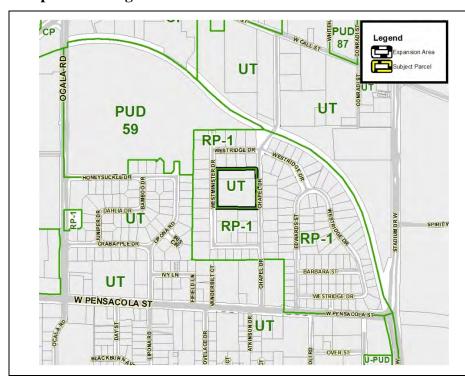
**Current Zoning** 



#### **Current District**

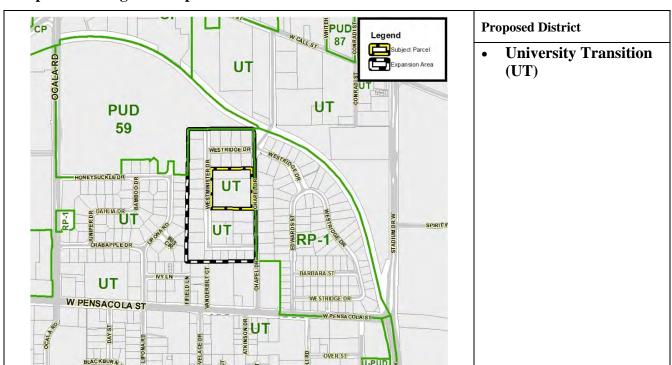
- Planned UnitDevelopment (PUD)
- Residential Preservation-1 (RP-1)

#### **Proposed Zoning**



#### **Proposed District**

• University Transition (UT)



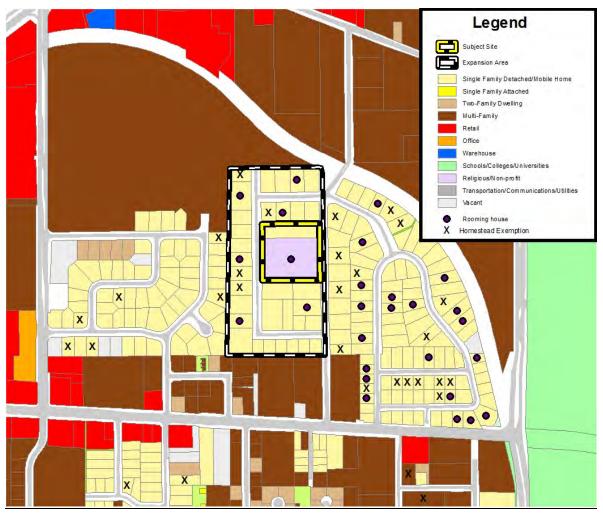
#### **Proposed Zoning with Expansion Area**

#### **Existing Land Uses**

The applicant's parcels have single-family detached houses in use as a residence for the Rabbi, as well as a religious facility. To avoid spot zoning, it is recommended that the applicant's proposed amendment be expanded to include the entire Westminster Hills Subdivision and the parcels in the White Subdivision located along Westminster Drive. This subject site is comprised of single-family detached houses and bounded by University Transition on three sides (north, west, and south), including Heritage Grove (a multi-family, student apartment development), other apartment complexes, and mixed-use commercial development.

The Lambert Heights and Merrivale Subdivisions, located to the east of the subject site are currently designated Residential Preservation. Although the majority of single family homes in the Lambert Heights and Merrivale Subdivisions are rental units, there are a slightly higher number of owner-occupied homes in this subdivision than in the subject site area (16 owner occupied parcels out of 102, 15.69%), but there are also more registered rooming houses too (20 parcels with registered rooming houses out of 102, 19.61%).

#### **Existing Land Use Map**



#### Residential Preservation Analysis

The following analysis evaluates whether the subject site is consistent with the characteristics of the Residential Preservation land use category. While there are some characteristics of the subject site that are consistent with Residential Preservation, there are multiple characteristics where the subject site is not consistent with the description of Residential Preservation included in Policy 2.2.3.

A) Existing land use within the area is predominantly residential.

Analysis: Existing land use within the subject site is residential, but the majority of residences currently function as rental housing for university students.

- B) Majority of traffic is local in nature.
  - i) Predominance of residential uses front on local streets.

Analysis: Local streets within the subject site are fronted by residential uses, except Chapel Drive, which is fronted by the Chabad House @ FSU in addition to residences. Chapel Drive is a minor collector that connects West Call Street and West Pensacola Street, both of which serve a variety of uses, including single-family residential, multifamily residential, retail, and office.

ii) Relatively safe internal mobility.

Analysis: The subject has relatively safe internal mobility; however, the internal mobility is limited. Westminster Drive has very limited pedestrian facilities, with sidewalks present only on the southernmost portion of the street. As noted above, Chapel Drive is a minor collector that connects West Call Street and West Pensacola Street. Chapel Drive also has a sidewalk that runs from West Call Street and West Pensacola Street. Additionally, the St. Marks Trail is adjacent to the northern portion of the subject site and crosses Chapel Drive, which makes the street an important connection to the St. Marks Trail for bicyclists and pedestrians in the neighborhood and surrounding area.

B) Densities within the area generally are six (6) units per acre or less.

Analysis: Within the subject site, densities are generally six units per acre or less. However, this is not the case with the areas surrounding the subject site. On northwest side of the subject site is the Heritage Grove PUD, which is a high-density student housing development, and directly north is more high density student housing complexes. Directly south of the subject site are other higher-density multi-family apartment complexes that are generally marketed to college students. Shopping centers and other commercial/retail uses are also in the general area. The uses in the Lambert Heights and Merrivale Subdivisions (directly east of the subject site) are primarily residential and less than six dwelling units per acre, though higher-density multi-family apartment complexes on Pensacola Street and on Chapel Drive surround that subdivision also.

C) Existing residential type and density exhibits relatively homogeneous patterns.

Analysis: Westminster Drive is mostly single-family detached houses with a few accessory dwelling units present. Chapel Drive provides access to apartment complexes and Chabad @ FSU, as well as single-family detached houses. The majority of the subject site is detached single-family houses used as rental properties.

- E) Assessment of stability of the residential area, including but not limited to:
  - i) Degree of home ownership.

*Analysis:* The degree of home ownership in the subject site declined rapidly over the past decade. This rapid decline was noted in the West Pensacola Sector Plan, adopted in 2006. Ownership in the subject site continued to decline in the time since the adoption of the West Pensacola Sector Plan.

In the subject site, four out of 34 parcels (11.76%) are homestead exempt and seven are registered rooming houses (20.58%). In the remaining Residential Preservation portion of the Chapel Drive Neighborhood, consisting of the Lambert Heights and Merrivale Subdivisions (directly east of the subject site), 16 parcels out of 102 (15.69%) claim homestead exemption and 20 parcels (19.61%) are registered rooming houses.

ii) Existence of neighborhood organizations.

Analysis: The subject site does not have a homeowners association or neighborhood organization.

#### Infrastructure Analysis

#### Water/Sewer

The subject site is currently served by City of Tallahassee potable water and sewer services.

#### **Schools**

School capacity is available at Nims Middle School and Godby High School to serve the proposed amendment. Riley Elementary School currently has no available capacity. While maximum theoretical buildout of the subject site could result capacity issues at the elementary school level, the nature of the area and potential for student renters is expected to result in a lower than normal student generation rate.

#### Roadway Network

The subject site is served by a local road and a minor collector that connect directly to West Call Street, a major collector, and West Pensacola Street, a minor arterial. The subject site is located within the Multimodal Transportation District (MMTD). The goal of the MMTD is to facilitate the use of multiple modes of transportation, leading to a reduction in automobile use and vehicle miles traveled.

#### Pedestrian and Bicycle Network

Sidewalks, bicycle lanes, and the St. Marks Trail provide connectivity between the subject site and both Florida State University and Tallahassee Community College. The Collegiate Tour Bike Route, part of the Leon County Bike Route Network, provides options that connect the subject site to Florida A&M University, as well as Florida State University and Tallahassee Community College. West Call Street and West Pensacola Street have both bicycle lanes and sidewalks on both sides of the streets. The local road within the subject site do not have sidewalks or bicycle facilities, but

Chapel Drive, a minor collector, does have a sidewalk. The St. Marks Trail is accessible from Chapel Drive and is directly adjacent to the northern portion of the subject site.

#### Transit Network

The subject site is served by StarMetro's Tall Timbers route. The Tall Timbers Route has 40 minute headways and provides connections to Tallahassee Community College, Florida State University, Gaines Street, the Koger Center, and the Village Square shopping center. A transfer to the Moss Route or the Dogwood Route is necessary to take transit to Florida A&M University.

The subject site is also served by Florida State University's Seminole Express Bus on the Garnet, Gold, Heritage, Night Nole, and Osceola routes. The closest bus stops are located at the intersection of Pensacola Street and Chapel Drive and at the intersection of Call Street and Chapel Drive.

#### **Environmental Analysis**

The subject site is located in the Urban Services Area and in the Multimodal Transportation District on currently developed properties. There are no significant environmental features on the subject site, although a conservation easement is located on a portion the parcel located at 1851 Westminster Drive.

#### F. PUBLIC OUTREACH AND NOTIFICATION

An initial mailing was sent to 174 property owners within 1,000 feet of Subject Site.

	Public Outreach	Date	Details
X	Mail Notification of Proposed Changes	October 23, 2017	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 23, 2017	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 16, 2017	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	December 20, 2017	Email Subscription Notice sent to all users of service

**Public Comments:** Prior to Public Open House, the staff received several responses from property owners in the form of phone calls, faxes, emails, and written responses. Nine responses received were in support of the amendment and included requests to expand the amendment expansion area to include all of the remaining areas in the Chapel Drive neighborhood that are currently designated Residential Preservation. Another response was received in support of the amendment and included a request to increase the amendment expansion area to include both sides of Chapel Drive, but keep the rest of the area in Residential Preservation. Another response was in support of the amendment and the staff recommended expansion area. One response was in opposition to the amendment and the expansion area. Another property owner responded in support and provided pictures of

surrounding properties in the neighborhood, citing the lack of code enforcement and the amount of rental properties in the neighborhood.

Public Open House - November 16, 2017: 14 citizens attended the first open house to discuss the 2018 Cycle amendments. Of the 14 attendees, two were present to discuss this amendment. The attendees had previously provided written comment to staff prior to the open house. No attendees were opposed to the amendment and there were variations for requests to expand the expansion area to the entire neighborhood or to include the right side of Chapel Drive in the expansion area. There was a sentiment expressed that if the remaining portion of the Chapel Drive neighborhood remained Residential Preservation, the City needs to ensure that properties in those areas are properly maintained and that there is enforcement of code. Additionally, there was concern with the intersection of Call Street and Chapel Drive. Due to the increased development and traffic in the adjacent neighborhoods, it is difficult for residents in the neighborhood to make a left turn onto Call Street. Given the proposed increase in intensity, residents felt that now is a good time to evaluate the intersection to consider signalization or a four way stop to ensure the health, safety, and welfare of the intersection's users.

#### G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

	Cycle 2018 Meetings	Dates	Time and Locations
X	X Local Planning Agency Workshop November 7, 2017		3:00 PM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	January 2, 2018	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	January 23, 2018	1:00 PM, Fifth Floor, Leon County Courthouse
X	Joint City-County Transmittal Public Hearing	February 27, 2018	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	April 10, 2018	6:00 PM, Fifth Floor, Leon County Courthouse

**Local Planning Agency Public Hearing** – **December 5, 2017:** Due to a Blueprint Intergovernmental Agency (IA) meeting being scheduled for the same afternoon, the members of the Local Planning Agency voted to continue the Public Hearing to the January 2, 2018 Local Planning Agency meeting.

Local Planning Agency Public Hearing – January 2, 2018: The Local Planning Agency supported staff's recommendation of approval based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

**Joint City-County Transmittal Public Hearing – February 27, 2018:** The City Commission and Board of County Commissioners voted to approve the proposed amendment.

#### H. ATTACHMENTS

Attachment #1: Comprehensive Plan policies

Attachment #2: Land Development Code sections



#### 2018 Comprehensive Plan Amendment Cycle PCM201804 Chapel Drive Amendment

#### Attachment #1

#### Policy 2.2.3: [L] Residential Preservation

(EFF. 7/16/90; REV. EFF. 7/26/06; RENUMBERED 4/10/09)

Characterized by existing homogeneous residential areas within the community which are predominantly accessible by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land use intensities and density intrusions. Future development primarily will consist of infill due to the built out nature of the areas. Commercial, including office as well as any industrial land uses, are prohibited. Future arterial and/or expressways should be planned to minimize impacts within this category. Single family, townhouse and cluster housing may be permitted within a range of up to six units per acre. Consistency with surrounding residential type and density shall be a major determinant in granting development approval.

For Residential Preservation areas outside the Urban Service area the density of the residential preservation area shall be consistent with the underlying land use category.

The Residential Preservation category shall be based on the following general criteria. For inclusion, a residential area should meet most, but not necessarily all of these criteria.

- 1) Existing land use within the area is predominantly residential
- 2) Majority of traffic is local in nature
  - a) Predominance of residential uses front on local street
  - b) Relatively safe internal pedestrian mobility
- 3) Densities within the area generally of six units per acre or less
- 4) Existing residential type and density exhibits relatively homogeneous patterns
- 5) Assessment of stability of the residential area, including but not limited to:
  - a) Degree of home ownership
  - b) Existence of neighborhood organizations

In order to preserve existing stable and viable residential neighborhoods within the Residential Preservation land use category, development and redevelopment activities in and adjoining Residential Preservation areas shall be guided by the following principles:

a) The creation of transitional development area (TDA) for low density residential developments.

Higher density residential developments proposed for areas adjoining an established neighborhood within the residential preservation land use category shall provide a transitional development area along the shared property line in the higher density residential development. The development density in the transitional development area shall be the maximum density allowed in the Residential Preservation land use category. Development within the transitional development area shall be designed, sized and scaled to be compatible with the adjoining residential preservation area.

Transitional development areas shall be non-mapped areas and shall be approved at the time of site plan approval. The factors cited in paragraph (e) below shall be considered when determining the size of transitional development areas. The land development regulations shall specify development thresholds for the implementation of transitional development areas.

b) Limitation on future commercial intensities adjoining low density residential preservation neighborhoods.

New or redeveloped commercial uses adjoining residential preservation designated areas shall mitigate potential impacts by providing a transitional development area between the commercial uses and residential preservation uses and only those commercial activities which are compatible with low density residential development in terms of size and appearance shall be allowed. The factors cited in paragraph (e) below shall be used when determining the compatibility, design techniques and the size of transitional development areas. The design and layout of adjoining commercial uses shall be oriented to place the section of the development with the least potential negative impacts next to the residential preservation area.

c) Limitations on existing light industry adjoining residential preservation neighborhoods.

New, expanding or redeveloped light industrial uses adjoining low density residential areas within the residential preservation land use category shall mitigate potential negative impacts by providing a transitional development area between the light industrial uses and the low and medium density residential uses. The factors cited in paragraph (e) below shall be considered when determining compatibility, design techniques and the size of the transitional development area.

The design and layout of adjoining light industrial uses shall be oriented to place the section of the development with the least potential negative impacts in the area next to the existing and/or future low density residential area in the residential preservation land use category. New light industrial land uses shall not be designated next to a residential preservation area.

- d) Additional development requirements for allowed community facilities when adjoining low density residential areas, except for cemeteries or religious facilities to be used solely for religious functions. Such development requirements will also apply to ancillary facilities when proposed in conjunction with religious facilities, and are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the community facilities and the adjoining residential preservation area.
- e) Land use compatibility with low density residential preservation neighborhoods

A number of factors shall be considered when determining a land use compatible with the residential preservation land use category. At a minimum, the following factors shall be considered to determine whether a proposed development is compatible with existing or proposed low density residential uses and with the intensity, density, and scale of surrounding development within residential preservation areas: proposed use(s); intensity; density; scale; building size, mass, bulk, height and orientation; lot coverage; lot size/ configuration; architecture; screening; buffers, including vegetative buffers; setbacks; signage; lighting; traffic circulation patterns; loading area

locations; operating hours; noise; and odor. These factors shall also be used to determine the size of transitional development areas.

f) Limitations on Planned Unit Developments in the Residential Preservation land use category.

Planned Unit Developments proposed within the interior of a Residential Preservation designated recorded or unrecorded subdivisions shall be generally consistent with the density of the existing residential development in the recorded or unrecorded subdivision. Parcels abutting arterial roadways and/or major collectors may be permitted to achieve six dwelling units per acre.

The existing predominant development density patterns in Residential Preservation are listed in paragraph (g) below. Within 18 months of adoption, the PUD regulations shall be amended to include provisions addressing the preservation of established residential preservation designated areas. Said provisions shall address any proposed increase in density and the factors cited in paragraph (e) above.

g) Limitations on resubdivision of lots within established Residential Preservation designated areas.

To protect established single family neighborhoods from density intrusions, consistency within the recorded or unrecorded subdivision shall be the primary factor in granting approval for development applications. Consistency for the purposes of this paragraph shall mean that parcels proposed for residential development shall develop consistent with the lot size and density of the recorded or unrecorded subdivision.

- 1. Guidance on the resubdivision of lots in recorded and unrecorded single family subdivisions shall be provided in the Land Development Code.
- 2. Parcels proposed for residential development shall develop at densities generally consistent with the density of existing residential development in the recorded or unrecorded subdivision with the exception of parcels abutting arterial and/or major collector roadways which may be permitted up to six dwelling units per acre.

There may be two distinct density patterns in the Residential Preservation land use category as shown below:

Existing land use character of the subdivision	Gross Residential Density
Homogenous, very low density single family detached units (City Only)	0-3.6 dwelling units per acre (generally consistent with density of the subdivision)
Low density single family detached and/or non-single family detached units (including but not limited to townhomes and duplexes)	0-6.0 dwelling units per acre (generally consistent with density of the subdivision)

This section shall not be construed as to restrict the development of building types allowed by the applicable zoning district.

#### Policy 2.2.17: [L] University Transition

(REV. EFF. 12/14/04; REV. EFF. 7/26/06; RENUMBERED 3/14/07; REV. EFF. 1/7/10)

The University Transition land use category may only be applied through amendment to the Future Land Use Map to lands located generally within the rectangle created by the Florida State University main campus and Florida A & M University, Tallahassee Community College/Lively Technical Institute campuses and Innovation Park. Specifically, lands lying west of South Adams Street, South of West Tennessee Street, north of Orange Avenue and adjoining Innovation Park and Tallahassee Community College to the east. It is intended to be a compact land use category that provides higher density residential opportunities near the campuses, serving both to provide opportunities for student housing near the universities and to protect existing residential neighborhoods located away from the campuses from student housing encroachment. However, it is not intended that this category be applied in a manner that would encourage or facilitate the premature conversion of existing viable single-family residential neighborhoods. The category is intended to transition from present industrial and lower density residential uses to those more compatible with vibrant urban areas and shall remain within a compact area located in close proximity land owned by the universities and existing areas designated as University Transition.

Higher density residential redevelopment of up to 50 DU/AC is allowed to provide housing for students and close in housing opportunities to the downtown for professionals. Retail commercial limited to a smaller scale classification to provide essential services to immediate residents and ancillary needs of universities such as book stores and photo copying establishments may be permitted. State and private offices properly designed and scaled to surrounding uses may be permitted as well as central parking facilities, artistic studios and workshops. Restaurants, movie theaters, lounges and other entertainment commercial uses shall be permitted as commercial. Development regulations which allow flexibility in their design and operation to permit such uses as outdoor cafe and gardens shall be incorporated into zoning code. Pedestrian pathways and access systems shall be designed to connect universities, downtown, civic/arts center, and residential and commercial areas to cut down on dependence of automobile travel. Design controls shall be employed to provide land use compatibility by offsetting potential negative impacts.

The areas within the Gaines Street Revitalization Plan Study Area will have up to 100 DU/AC.



2018 Comprehensive Plan Amendment Cycle PCM201804 Chapel Drive

#### Attachment #2

Zoning Districts Charts referenced in the report:

- University Transition (Section 10-242)
- Residential Preservation (Section 10-170)

#### Section 10-242 UT University Transition District.

#### PERMITTED USES 1. District Intent 2. Principal Uses 3. Accessory Uses University Transition is intended to; 1) A use or structure on the same lot Advertising agencies. 36) Photographic studios, portrait. with, and of a nature be a compact land use category that provides higher density residential opportunities and 37) Physical fitness, gyms. customarily incidental and 2) Antique shops student oriented services near the campuses; 3) 38) Public community center/meeting building Beauty & barber shops. subordinate to, the principal use 4) Book & stationary stores. (non-commercial use only). or structure and which protect existing residential neighborhoods 5) 39) Radio and Television broadcasting. located away from the campuses from student Banks, credit unions, financial institutions without comprises no more than 33 40) Rental and sales of home movies & games. percent of the floor area or housing encroachment; and drive through facilities. 41) Repair services, non-automotive. cubic volume of the principal transition industrial and lower density Banks, credit unions, financial institutions with drivethrough facilities (only allowed on parcels fronting 42) Residential – any type. use or structure, as determined residential uses to vibrant urban areas West Pensacola St. between Cactus Drive and Lipona 43) Restaurants and drinking establishments by the Land Use Administrator. without drive through facilities 2) Light infrastructure and/or utility Road). Higher density residential development of up to 50 44) Restaurants with drive-through facilities services and facilities necessary Camera & photographic supply stores. du/ac to provide housing opportunities for students 8) Civic & social associations. (Only allowed on parcels fronting West to serve permitted uses, as and downtown professionals. Smaller scale retail Pensacola St. between Cactus Drive and Colleges & universities – educational facilities. determined by the Land Use commercial shall provide essential services to administrative offices, athletic & intramural fields and Lipona Road). Administrator. immediate residents and ancillary needs of 45) Retail establishments – bakeries, computer, stadiums. universities. Pedestrian pathways, trails, and transit clothing & accessories, video, records/ 10) Commercial art & graphic design. facilities shall be designed to connect universities, 11) Community facilities related to residential uses. compact discs, electronics, drug store downtown, civic/arts center, and residential and including religious facilities, police/fire stations, without drive-through facilities, drug store commercial areas to reduce automobile elementary and secondary schools, and, libraries. with drive-through facilities, (Only allowed dependence. Pedestrian oriented design controls Other community facilities may be allowed in on parcels fronting West Pensacola St. shall be employed to provide land use accordance with Section 10-413 of these regulations. between Cactus Drive and Lipona Road). 4. Special Exception Uses compatibility. The University Transition zoning 12) Computer & data processing services. florist, food & grocery, furniture, home district is allowed in the UT Future Land Use Map Automotive rentals, parking, appliances, home/garden supply, hardware, 13) Dance studio, schools, halls. area, located generally within the rectangle created repairs, & service. 14) Day care centers. jewelry, needlework/knitting, newsstands, by the Florida State Univ. main campus, Florida Commercial sports. A&M Univ., Tallahassee Community College/ 15) Employment agencies. books, greeting cards, package liquor, Taxicab operations. 16) Gift, novelty, souvenir shops. picture framing, trophy stores, shoes, Lively Technical Institute campuses, and Off-street parking facilities luggage, leather goods, used goods. 17) Hobby, toy, game stores. Innovation Park. The Gaines Street Revitalization (applicable to properties in the 18) Hotels, motels, bed & breakfasts. 46) Security & commodity brokers. Plan study area is excluded from this area. Downtown Overlay). 19) Indoor amusements (bowling, billiards, arcades). 47) Sewing & needlework goods. 20) Laundromats, laundry, & dry cleaning services without 48) Shoe repair, shoe shine parlors. To encourage pedestrian-oriented redevelopment, (Section 10-422 applies) 49) Sporting goods and bicycle shops. drive through facilities. innovative parking strategies, mixed use 21) Laundromats, laundry, & dry cleaning services with 50) Social, fraternal, recreational development, and other urban design features drive-through facilities (Only allowed on parcels clubs/assemblies. within the Central Core (defined in Comprehensive fronting West Pensacola St. between Cactus Drive and 51) Structured parking, with active uses located Plan), a 25% density bonus is available subject to Lipona Road). along a minimum of 75 percent of all walls the provisions of Sec. 10-289 of this code. 22) Live-work units. adjacent to public streets and pedestrian 23) Mailing and postal services. Development standards for this zoning district 24) Medical & dental offices, clinics, laboratories. 52) Studios: photography, music, art, drama, are established within Division 4 applicable to 25) Mortgage brokers. voice the MMTD. 26) Movie theaters and amphitheaters. 53) Tailoring. 27) Museums & art galleries. 54) Travel agencies. 28) Musical instrument stores. 55) Veterinary services. News dealers and newsstands. 56) Vocational schools. 30) Non-medical offices & services, including business, 57) Watch, clock, jewelry repair. insurance, real estate, and governmental. 58) Existing drive-through uses and existing motor vehicle fuel sales which were legally 31) Non-store retail. 32) Optical goods stores. established and in existence on 11-20-2007. 33) Passive and active recreation. 59) Other uses, which in the opinion of the 34) Personal services (barber, spa, etc.) Land Use Administrator, are of a similar or compatible nature to the uses and intent 35) Photocopying & duplicating services. described in this district. Page 662 of 1364 Posted on April 2, 2018

#### Tallahassee Land Development Code

#### Sec. 10-170. Residential Preservation District

- (a) Purpose and Intent.
- (1) The district is characterized by existing homogeneous residential areas within the community which are predominantly accessible predominantly by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land uses and density intrusions. Commercial, retail, office and industrial activities are prohibited (Certain non-residential activities may be permitted as home occupations--See article VII of this chapter, Supplementary Regulations). Single-family, duplex residences, mobile home and cluster housing may be permitted within a range of zero (0) to six (6) units per acre. Compatibility with surrounding residential type and density shall be a major factor in the authorization of development approval and in the determination of the permissible density. No development in the residential preservation district shall be permitted which violates the provisions of Policy 2.1.1 of the Future Land Use Element of the 2010 Comprehensive Plan.
- (2) For Residential Preservation areas outside the Urban Service Area the density of the non-vested development in residential preservation area shall be consistent with the underlying land use category: no more than one (1) unit per ten (10) acres in the Rural category; no more than one (1) dwelling unit per acre (clustered) or one (1) dwelling unit per three (3) acres (not clustered) in the Urban Fringe category. The Residential Preservation land use category is divided into five (5) zoning districts based upon existing development patterns and service provision:
  - a. RP-1;
  - b. RP-2;
  - c. RP-MH;
  - d. RP-UF; and
  - e. RPR.
- (3) The intent of the districts listed in subsections (2) a. through e. of this section are as follows:
  - a. The RP-1 District is intended to apply to residential development in areas designated "Residential Preservation" on the Future Land Use Map, preserving single-family residential character, protecting from incompatible land uses, and prohibiting densities in excess of three and six-tenths (3.6) dwelling units per acre.
  - b. The RP-2 District is intended to apply to residential development in areas designated "Residential Preservation" on the Future Land Use Map, preserving the low density residential character of single-family, two-unit townhouse, and

- duplex residential development, protecting from incompatible land uses, and prohibiting densities in excess of six (6.0) dwelling units per acre.
- c. The RP-MH District is intended to apply to residential development in areas designated "Residential Preservation" on the Future Land Use Map, preserving the low density residential character of manufactured home, mobile home, and conventional single-family and duplex residential development, providing protection from incompatible land uses and intensities, and prohibiting densities in excess of six (6.0) dwelling units per acre.
- d. The RP-UF District is intended to apply to residential development in areas designated as both "Urban Fringe" and "Residential Preservation" on the Future Land Use Map, preserving the low intensity residential character of conventional single-family residential and manufactured home, mobile home, development, protecting from incompatible land uses and intensities, preventing the premature development of land at intensities not supportable by existing infrastructure or services, and prohibiting densities in excess of three and sixtenths (3.6) dwelling units per acre in platted subdivisions, one (1.0) dwelling unit per acre (net) for clustered developments on unplatted lots, or one (1.0) unit per three (3) acres, for all other developments.
- e. The RP-R District is intended to apply to residential development in areas designated as both "Rural" and "Residential Preservation" on the Future Land Use Map, preserving the very low density rural residential character of conventional single-family residential and manufactured home, mobile home, development, protecting from incompatible land uses and intensities, preventing inefficient development patterns, and prohibiting densities in excess of three and six-tenths (3.6) dwelling units per acre in platted subdivisions, or one (1.0) dwelling unit per ten (10) acres on unplatted lots.
- (4) Applications for rezoning to any and all of the residential preservation districts shall include review to ensure compatibility with existing and surrounding residential type and density.
- (b) Allowable Uses. For the purpose of this chapter, the following land use types are allowable in the RP-1, RP-2, RP-MH, RP-UF and RP-R zoning districts and are controlled by the Land Use Development Standards of this chapter, the Comprehensive Plan and Schedules of Permitted Uses.
  - (1) Low Density Residential
  - (2) Passive Recreation
  - (3) Active Recreation
  - (4) Community Services
  - (5) Light Infrastructure
- (c) List of Permitted Uses. See Schedules of Permitted Uses, subsections 10-241(a) and (b). Some of the uses on these schedules are itemized according to the Standard Industrial

- Code (SIC). Proposed activities and uses are indicated in the schedules. The activity or use may be classified as permitted, restricted or permitted through special exception, or not allowed. Restricted and Special Exception Uses must meet the criteria in article VII of this chapter. Chapter 9, article III of this Code sets forth the development approval process required for allowable uses.
- (d) Development Standards. All proposed development shall meet the Land Use Development Criteria specified in subsection 10-241(b); commercial site location standards (section 10-174); buffer zone standards (section 10-177); criteria of the Land Development Standards Schedule (article IV, division 4 of this chapter); and parking and loading requirements (article VI of this chapter).

SECTION 10-241 RESIDENTIAL PRESERVATION ALLOWABLE USES: APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

- P PERMITTED USE
- S SPECIAL EXCEPTION
- R RESTRICTED USE

SIC	RESIDENTIAL PRESERVATION - 1	LA	ND	USE	TYP	Έ
CODE	NAME OF USE	LR	PR	AR	CS	L
	RESIDENTIAL					
	Dwelling, One-Family	Ρ				
	(Rooming Houses are prohibited)					
	SERVICES					
821	Elementary and secondary schools				S	
866	Religious Organizations				S	
	RECREATION					
	Hiking and Nature Trails		Р			
	Picknicking		Ρ			
	Canoe Trails		Ρ			
	Bicycle Trails		Р			
	Horseback Riding Trails		Р			
	Tot Lots					
	Court Sports					
	Field Sports					
	PUBLIC ADMINISTRATION					
	Police Protection					
	Fire Protection					
	Public Order and Safety					

# LEGEND LR = LOW DENSITY RESIDENTIAL PR = PASSIVE RECREATION AR = ACTIVE RECREATION CS = COMMUNITY SERVICES LI = LIGHT INFRASTRUCTURE

DEVELOPMENT TYPE					
RESIDENTIAL PRESERVATION-1	SINGLE FAMILY RESIDENTIAL UNITS	SINGLE FAMILY RESIDENTIAL UNITS CLUSTERED	ACTIVE RECREATION	COMM. SERVICES;ACTIVE REC.; PUBLIC, PRIMARY & SECONDARY SCHOOLS	
MINIMUM SETBACKS (FT)					
Front Yard Building	25	Perimeter Setback 25	25	25	
Parking Corner Yard	_	Perimeter Setback	20	40	
Building Parking	20	25	25 20	25 40	
Interior Side Yard  Building*  Parking	10	Perimeter Setback 15	20 20	20 20	
Rear Yard Building	25	Perimeter Setback	25 20	30 10	
Parking MAXIMUM % OF IMPERVIOUS SURFACE AREA	40	40 (of net area)	10	40	
MAX. HEIGHT FEET	35	35	15	35	
MIN. LOT AREA (ACRES)	12,100 SQ. FT. AVG OF ALL LOTS CREATED WITH A MINIMUM LOT SIZE OF	THE NET DENSITY OF THE PROJECT		1/2 ACRE	
MINIMUM LOT FRONTAGE (FEET)	15	15	15		

#### Chabad @ FSU PUD

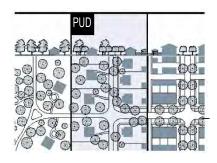
	PERMITTED USES		
1. District Intent	2. Principal Uses	3.AccessoryUses	
The Chabad @ FSU is proposed to address the requirement for the implementing a religious activity with ancillary uses. The PUD is to be consistent with the underlying Residential Preservation - 1 zoning district providing protection and minimizing incompatibilities with the adjacent single family uses.  All development standards of this PUD shall be consistent with the MMTD unless the PUD indicates a different standard.	<ol> <li>Community Services including religious activities and ancillary uses</li> <li>The proposed Chabad House will provide for ancillary uses such as multi-use areas, small synagogue, offices, library, offices, overnight stay bedrooms, fitness, laundry, Kosher kitchen, Kosher café, Mikvah, Sukah, add passive recreation areas.</li> <li>Residential, One Single family detached housing.</li> </ol>	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator (2) The PUD does not authorize this property to be utilized as a school or day care as a principal use. These uses can be only provided as an accessory use to the principle use of the religious facility.	

- **4. Development Standards** –Lot Occupation, Minimum Building Setbacks, and Maximum Building Restrictions are provided in the PUD Development Standards and are consistent with the MMTD. Transparency and sidewalks shall also be consistent with MMTD standards.
- 5. Parking Standards On-site parking shall be consistent w/ Table 8A. General Parking ratios of the MMTD, T3 Neighborhood, 1 space per 4 seats within the main multi-use area. Parking shall be allowed between the building and Westminster Dr
- **6.Access Management Criteria** -Access will be provided along Chapel Drive, There will be an access provided for the Chabad House and the Rabbi's residence. There will be another access planned for the Chabad House off Westminster Drive consistent with the proposed concept plan
- 7. Pedestrian Access Pedestrian access will be provided by sidewalks along Chapel Drive. There will be a side connection from Westminster to Chapel Drive, access will be restricted by a gate.
- 8. Final Development Review The final development review of site specific site improvements will be provided through a Type "A" Site Plan Review process administered through the City Growth Management Department.
- **9. Solid Waste Collection** Solid waste collection will be provided by residential containers.
- 10. Buffers Buffers are provided on the Concept Plan. There will be an Urban Type 2 Buffer for the single family residences on the north and south properties. There will be a fence around the entire parcel and emergency access will be provided.
- 11. Noise The owner understands the residential nature of the surrounding properties and will conduct its outdoor activities, including religious and community activities, in a manner consistent with a religious activity in a neighborhood setting. No permanent outdoor public address system or sound amplification system shall be installed on the property.
- 12. Hours of Operation: The owner shall conclude all regular scheduled outdoor activities by 10:00 pm. On holidays and special occasions outdoor activities may conclude at 11:00 pm.
- 13. Signage All signage shall be consistent with the MMTD
- 14. Lighting All lighting shall be consistent with the MMTD
- 15. Transparency Shall be consistent with the MMTD Sec. 10-284.2(8).
- 16. Temporary Facilities The owner intends to use the construction trailer after standard work hours and during holidays and special occasions as a temporary meeting place. The construction trailer shall be temporary and shall be used only until final building acceptance or 2 years after the first foundation/building permits have been approved, whichever comes first. Once the temporary time period has expired, the construction trailers shall be removed from the site. The trailers must be permitted and must be connected to the central water and sewer system. Temporary facilities shall not be used for overnight stays.

#### **GENERALNOTES:**

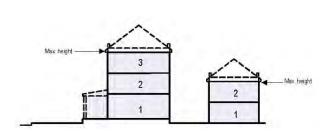
- 1. Central sewer and water are required and available to the site.
- 2. Final Development plans will be subject to the requirements of the City of Tallahassee Land Development Code.
- 3. Transparency is consistent with MMTD standards Section 10-284.2(8)
- 4. Overnight Stay Rooms are provided for guests of the religious facility. Standardized rents shall not be charged for overnight stay guests. Guests shall not stay longer than 14 days. Overnight stay rooms are not intended for commercial purposes and will be ancillary to the religious function.
- 5. Kosher Café Café is provided for the members and guests of the religious facility. Café is designed for special food preparation techniques as by the religious institution. Café is not intended for commercial purposes and will be ancillary to the religious function.

Page 668 of 1364 Posted on April 2, 2018



#### **BUILDING CONFIGURATION**

- Building height shall be measured in number of stories excluding attics and raised basements.
- Stories may not exceed 14 feet in height from fnished foor to fnished ceiling except for a frst foor commercial function which must be a minimum of 12 ft with a maximum of 20 ft.
- Height shall be measured to the eave or roof deck.



#### a. BUILDING CONFIGURATION

Principal Building	3 stories max.		
Accessory Building	2 stories max.		
b. LOT OCCUPATION			
Lot Width	15 ft min 300 ft max		
Lot Depth	70 ft. min.		
Lot Coverage	60% max +		

#### c. BUILDING DISPOSITION

Edgeyard	permitted	
Sideyard	not permitted	
Rearyard	permitted	
Courtyard	not permitted	

#### d. SETBACKS · PRINCIPAL BUILDING

(d.1) Front Setback Principal	15 ft. min.**
(d.2) Side Corner Setback	10 ft. min.
(d.3) Side Setback	5 ft. min.
(d.4) Rear Setback	15 ft. min.*

#### e. SETBACKS $\cdot$ ACCESSORY BUILDING

(e.1) Front Setback	20 ft. min. + bldg. setback		
(e.2) Side Setback	5 ft or 10 ft at corner		
(e.3) Rear Setback	10 ft. min.*		

#### f. PRIVATE FRONTAGES

Porch & Lawn	permitted		
Terrace	permitted		
Forecourt	permitted		
Stoop	permitted		
Shopfront & Arcade	permitted		
Gallery & Arcade	not permitted		

#### g. PARKING

See Parking Ratios Table

#### h. INTENSITY / DENSITY

Intensity: 27,900 SF Max Density: \*\*\*

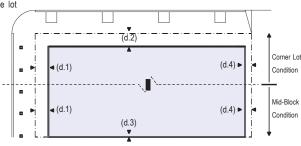
#### i. FOOTPRINT

### Maximum 25,000 SF

- \* or 15 ft. from centerline of alley
- + See TLDC Sec. 10-281 Environmental Standards and Sec. 5-83 and 5-85 Environmental Management
- \*\* Residential uses shall be setback no mor than 50 ft and non-residential uses shall be setback no more than 25 feet
- \*\*\* Only one permanent residential unit, in support of the religious facility, is allowed on the site.

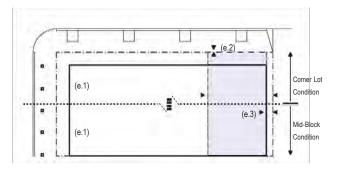
#### SETBACKS - PRINCIPAL BLDG

 The facades and elevations of principal buildings shall be distanced from the lot lines as shown.



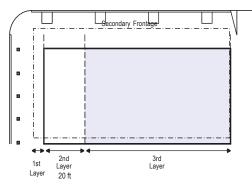
#### SETBACKS-ACCESSORY BUILDING

- The elevations of the accessory building shall be located in the 2nd and 3rd layers.
- 2. Not permitted in the 1st layer.



#### PARKING PLACEMENT

- Uncovered parking spaces may be provided within the second and third layer as shown in the diagram.
- Covered parking shall be provided within the third layer as shown in the diagram. Side or rear entry garages amy be allowd in the first or second layer.
- 3. Trash containers should be stored within the third layer.
- A single parking space may be located in the 1<sup>st</sup> layer of single family and duplex residences.



# **Citizens Comments**

# PCM201804 Chapel Drive

Received as of March 5, 2018

# NOTICE OF A REQUESTED AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP

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Listed below are the scheduled Workshops and Public Hearings on this request. The November 16<sup>th</sup> Open House event is an opportunity for you to come and ask questions in a less formal setting prior to the start of the more formalized public hearing process. Prior to each meeting, please check <a href="http://www.talgov.com/place/pln-cp-2018.aspx">http://www.talgov.com/place/pln-cp-2018.aspx</a> to confirm there have been no changes to this meeting schedule.

The Local Planning Agency, City Commission, and Board of County Commissioners appreciate any information that would be useful to them in their deliberations on the amendment request. In addition to the public hearings, the Local Planning Agency and City and County Commissions will hold workshops on the proposed amendments. The public is invited to attend, but no public comments will be taken at the workshops.

Date	Meeting	Purpose	Time	Location
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If you have concerns that you wish to be considered by the City and County Commissions in regard to this application, you may submit written comments in response to this notice. You may submit your comments by letter, facsimile (fax), on the form below or through our website at <a href="http://www.talgov.com/place/pln-cp-2018.aspx">http://www.talgov.com/place/pln-cp-2018.aspx</a>. More detailed information on each proposed amendment is also available on the website.

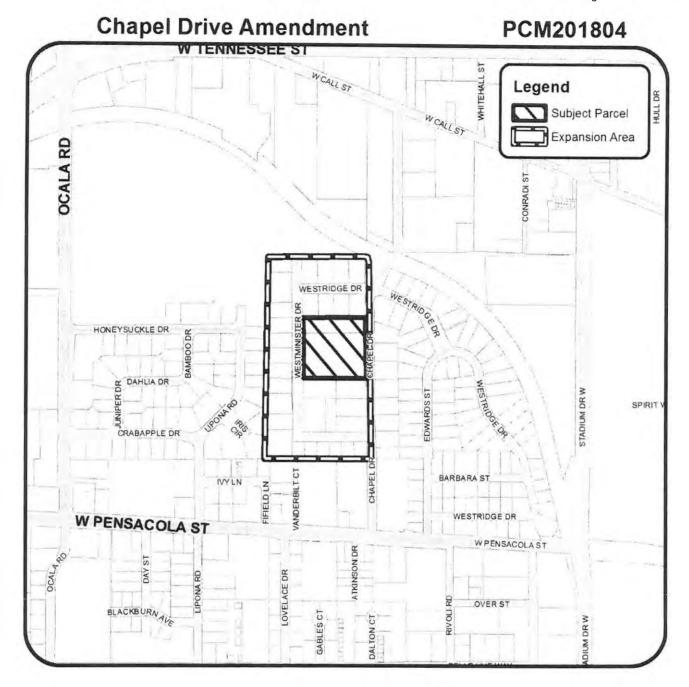
Tallahassee-Leon County Planning Department ATTN: Comprehensive Planning Division 300 South Adams Street Tallahassee, Florida 32301

Telephone: (850) 891-6400 Fax: (850) 891-6404

Amendment # PCM201804

I/We as owner(s) of property at this address: \( \) \(

C-E 11 - 1 - 1



#### LOCATION MAP

Requested Map Amendment: Chapel Drive

Reference Number: PCM201804

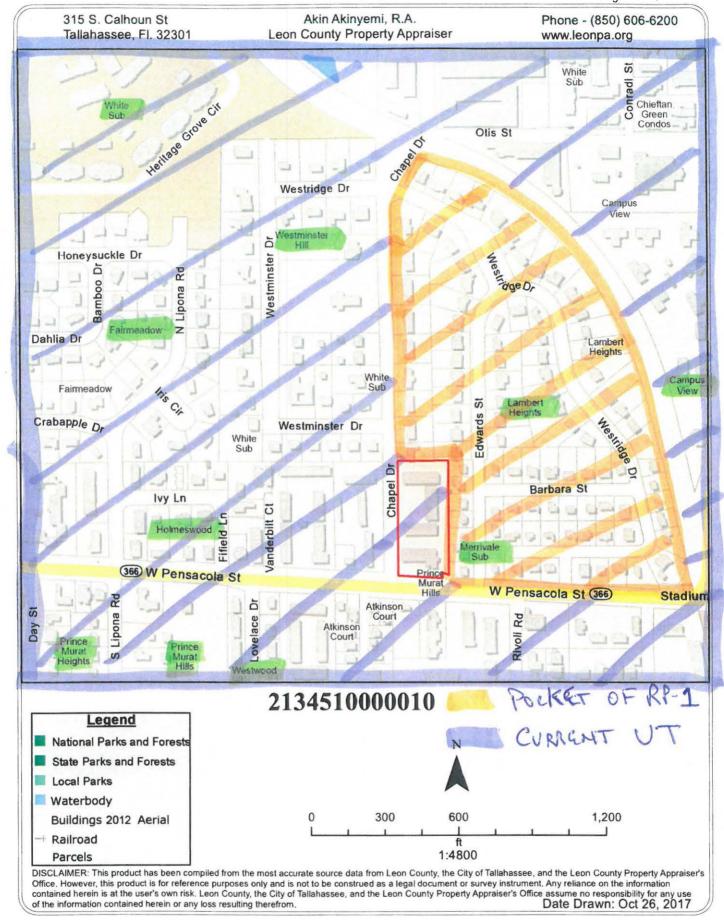
Applicant: Rabbi Schneur Z. Oirechman

This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 3.71 acres in the Chapel Ridge neighborhood from Residential Preservation (RP) to University Transition (UT).

The Residential Preservation FLUM designation allows for single-family houses, townhomes, and duplexes at a maximum density of six (6) units per acre. The University Transition FLUM designation allows for a mix of uses, including smaller scale retail and commercial uses, entertainment commercial uses, offices, and residential housing up to fifty (50) units per acre.

A rezoning application has been filed concurrent with this amendment. A zoning change from Planned Unit Development [PUD] and RP-1 Residential Preservation to University Transition (UT) is being requested to implement the proposed amendment to the Future Land Use Map.

- ----



I support this reasoning of Residential Preservation-1 (RPI-1) to University Transition (UT). That said, I feel the city is not going far enough and leaving a pocket of RP-1 in Lambert Heights on Edwards Street, Barbara Street, & Westridge Drive. This makes no sense and literally creates a circle around Lambert Heights, which is surrounded by UT. Please include the rest of Lambert Heights so it will match the surrounding neighborhoods of Fairmeadow, Holmeswood, Prince Murat Heights, Atkinson Court, White Sub, and Westwood.

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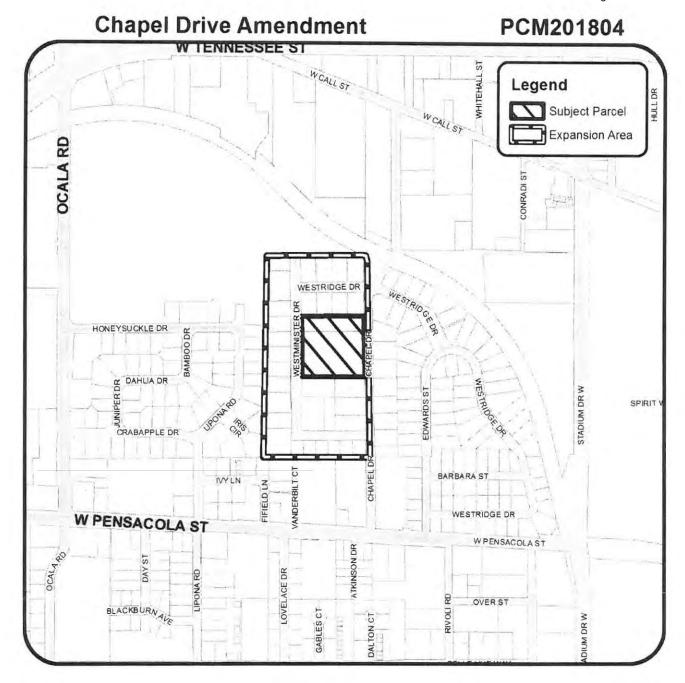
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Tallahassee-Leon County Planning Department ATTN: Comprehensive Planning Division 300 South Adams Street Tallahassee, Florida 32301

Telephone: (850) 891-6400	Fax: (850) 891-6404	
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
American All Di	084004004	

Amendment # PCW201804	
I/We as owner(s) of property at this address: 206 Juniper to be considered by the Local Planning Agency and the City/County Commissions:  SEE MAP AND COMMENTS ATTACHED	wish the information below
SIGNED: Pearle	



#### LOCATION MAP

Requested Map Amendment: Chapel Drive

Reference Number: PCM201804

Applicant: Rabbi Schneur Z. Oirechman

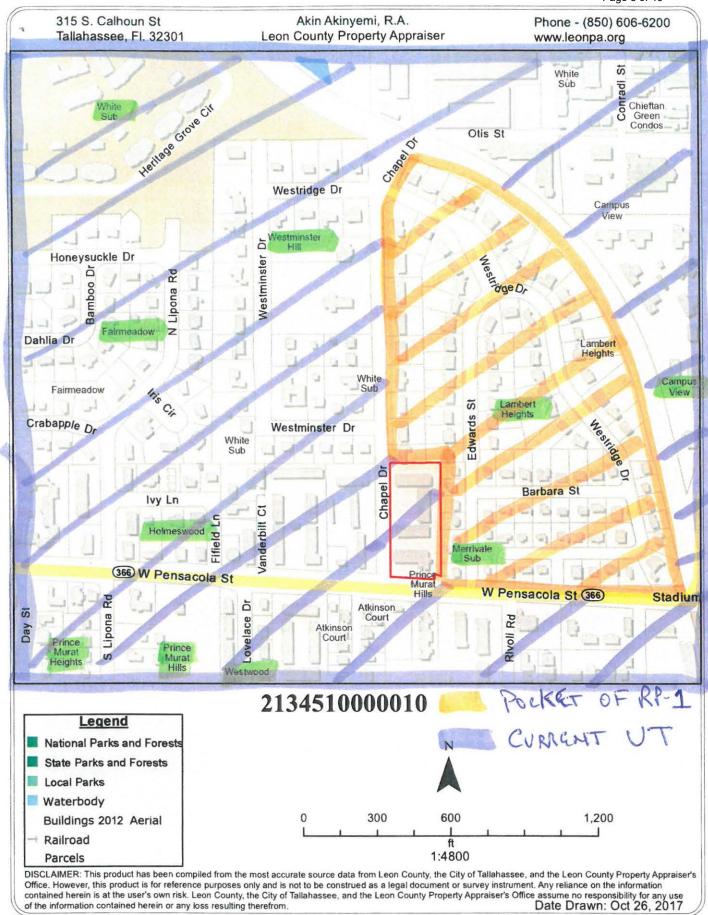
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Please direct questions regarding this amendment to Sean Reiss 850-891-6400

To view information on this amendment, go to <a href="http://www.talgov.com/place/pln-cp-2018.aspx">http://www.talgov.com/place/pln-cp-2018.aspx</a>.



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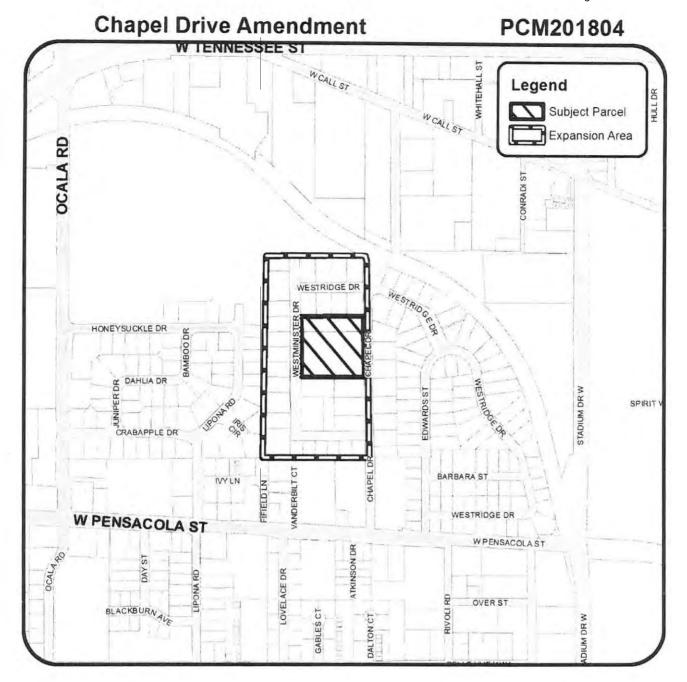
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Tallahassee-Leon County Planning Department ATTN: Comprehensive Planning Division 300 South Adams Street Tallahassee, Florida 32301

Telephone: (850) 891-6400 Fax: (850) 891-6404

Amendment # PCM201804

 Posted an April 317918 ion below



#### LOCATION MAP

Requested Map Amendment: Chapel Drive

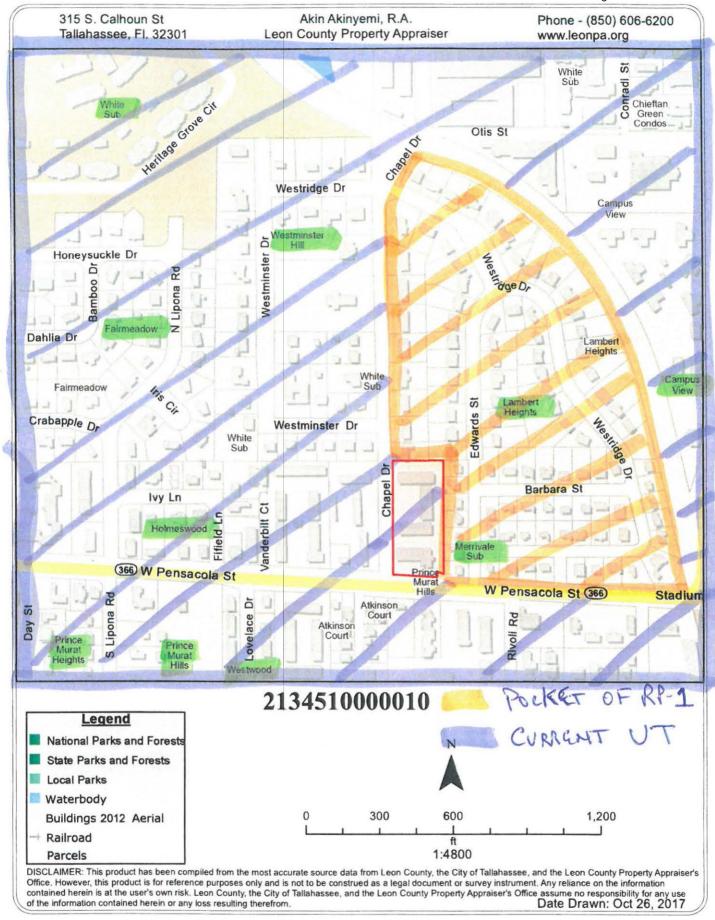
Reference Number: PCM201804

Applicant: Rabbi Schneur Z. Oirechman

This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 3.71 acres in the Chapel Ridge neighborhood from Residential Preservation (RP) to University Transition (UT).

The Residential Preservation FLUM designation allows for single-family houses, townhomes, and duplexes at a maximum density of six (6) units per acre. The University Transition FLUM designation allows for a mix of uses, including smaller scale retail and commercial uses, entertainment commercial uses, offices, and residential housing up to fifty (50) units per acre.

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I support this reasoning of Residential Preservation-1 (RPI-1) to University Transition (UT). That said, I feel the city is not going far enough and leaving a pocket of RP-1 in Lambert Heights on Edwards Street, Barbara Street, & Westridge Drive. This makes no sense and literally creates a circle around Lambert Heights, which is surrounded by UT. Please include the rest of Lambert Heights so it will match the surrounding neighborhoods of Fairmeadow, Holmeswood, Prince Murat Heights, Atkinson Court, White Sub, and Westwood.

## NOTICE OF A REQUESTED AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP

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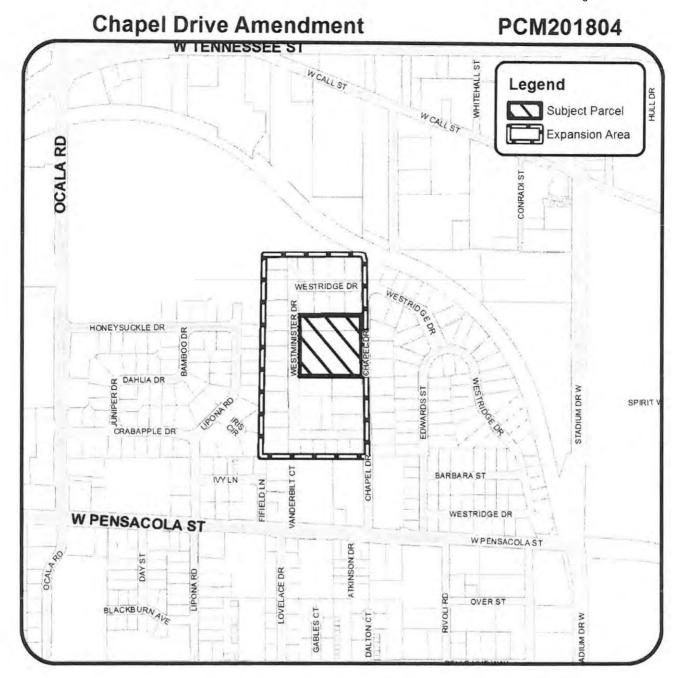
Tallahassee-Leon County Planning Department ATTN: Comprehensive Planning Division 300 South Adams Street

Tallahassee, Florida 32301

Telephone: (850) 891-6400 Fax: (850) 891-6404

Amendment # PCM201804

Posted ath April 2012018 ion below



#### LOCATION MAP

Requested Map Amendment: Chapel Drive

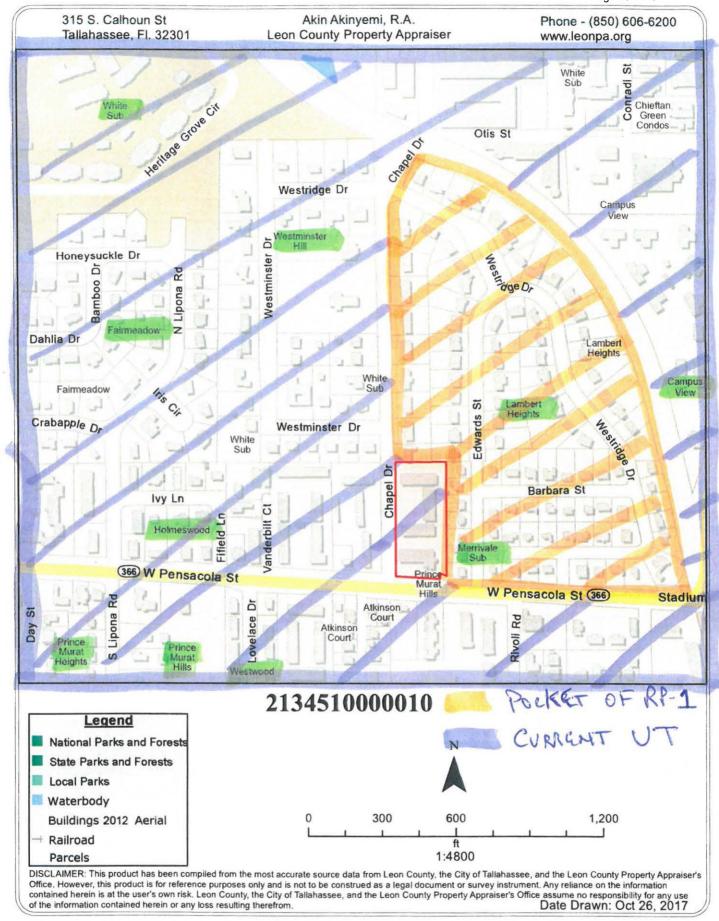
Reference Number: PCM201804

Applicant: Rabbi Schneur Z. Oirechman

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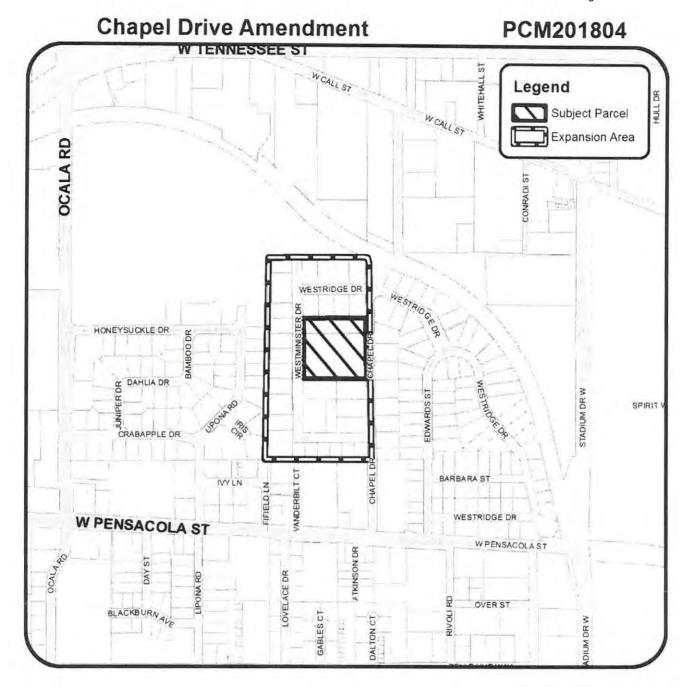
Tallahassee-Leon County Planning Department ATTN: Comprehensive Planning Division 300 South Adams Street Tallahassee, Florida 32301

Telephone: (850) 891-6400 Fax: (850) 891-6404

Amendment # PCM201804

I/We as owner(s) of property at this address: Page 687 of 1364 to be considered by the Local Planning Agency and the City/County Commissions:

Posted on April 2018tion below



#### LOCATION MAP

Requested Map Amendment: Chapel Drive

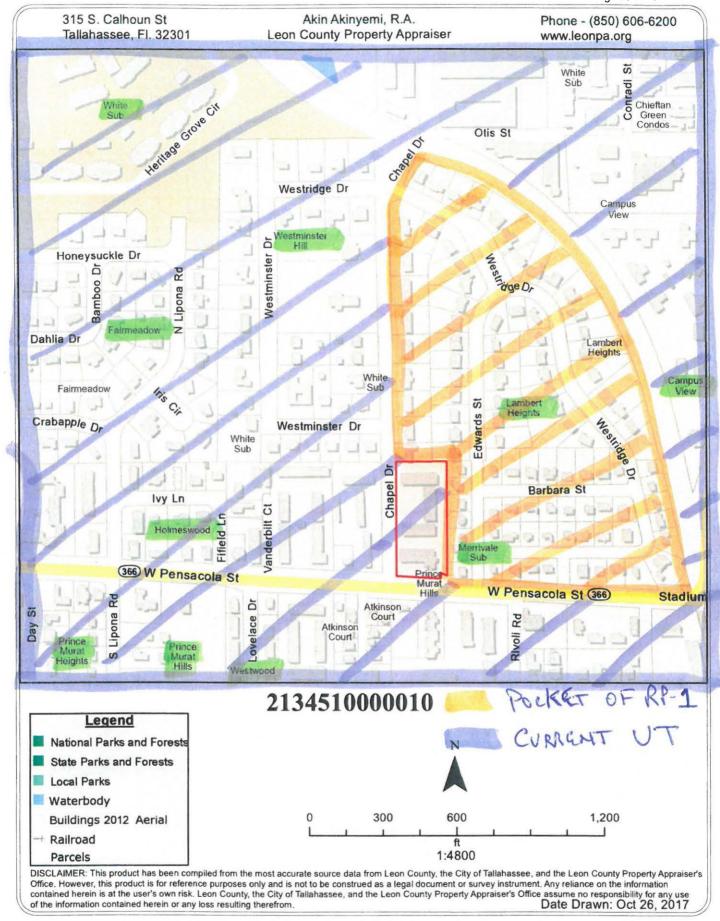
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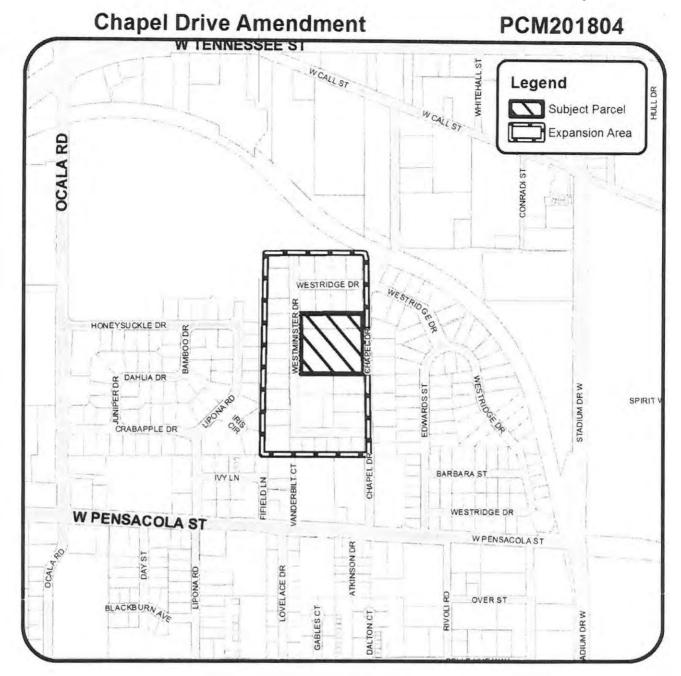
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Telephone: (850) 891-6400 Fax: (850) 891-6404

Amendment # PCM201804

I/We as owner(s) of property at this address: 1904 Page 691 of 1364 (0) a St. to be considered by the Local Planning Agency and the City/County Commissions:



#### LOCATION MAP

Requested Map Amendment: Chapel Drive

Reference Number: PCM201804

Applicant: Rabbi Schneur Z. Oirechman

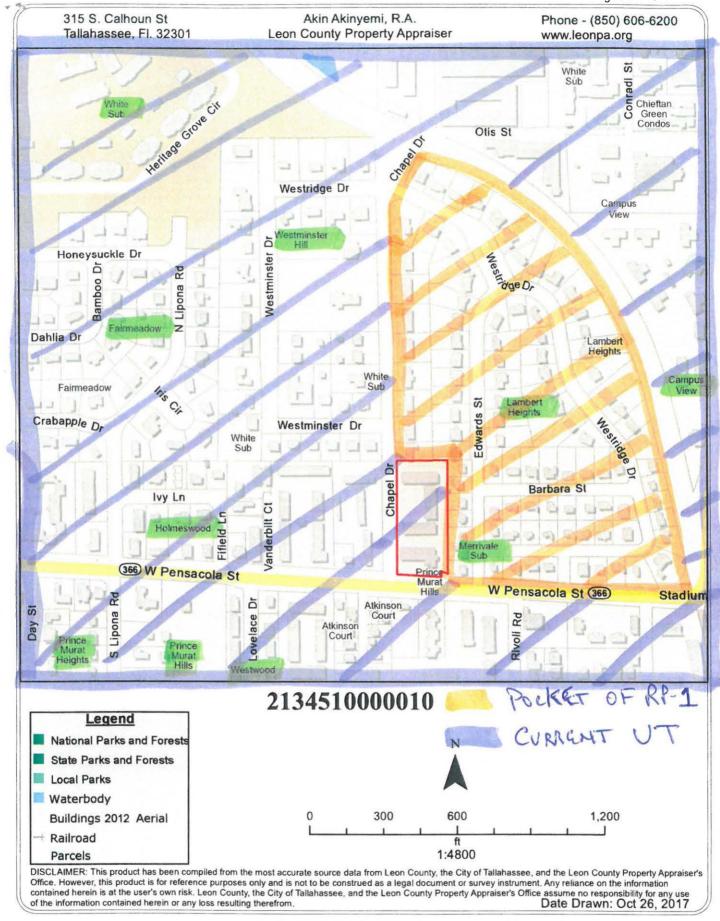
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Page 692 of 1364

Posted on April 2, 2018



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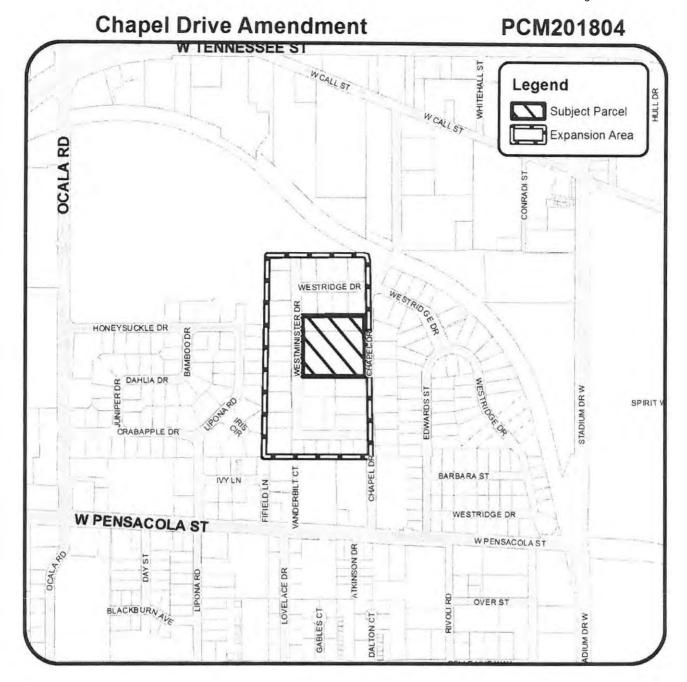
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Telephone: (850) 891-6400 Fax: (850) 891-6404

Amendment # PCM201804

I/We as owner(s) of property at this address: \_\_\Q7\Page 695 of 1364 (6) (6 to be considered by the Local Planning Agency and the City/County Commissions:

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#### **LOCATION MAP**

Requested Map Amendment: Chapel Drive

Reference Number: PCM201804

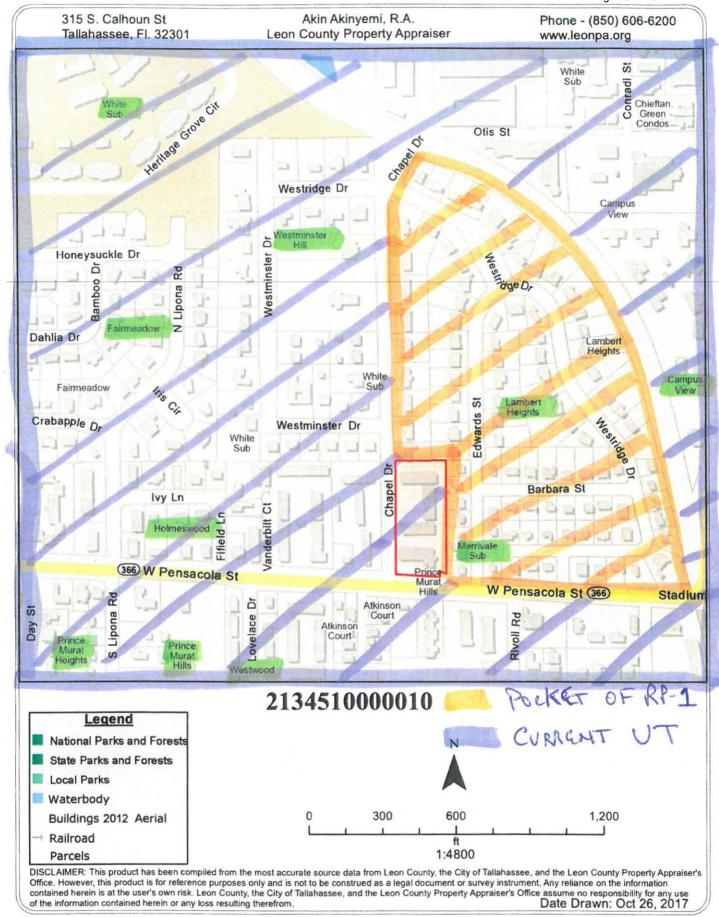
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5 5 050 001 ZAN



## Calhoun, Sherri

From: Alexparker850@gmail.com

Sent: Tuesday, November 07, 2017 2:18 PM

To: CMP\_PLN\_AMND Calhoun, Sherri

**Subject:** 2018 Comp Plan Public Comment Submission

• Amendment: PCM201801 Map

• Name: Alex Parker

• Address: 932 Spottswood Dr

City: TallahasseeState: FloridaZip: 32308

• Email Address: Alexparker850@gmail.com

Comments: I am the owner of 1806 Westridge Dr, which is in the Westminister Hill neighborhood and support the zoning change from RP-1 to UT for the entire neighborhood. I do not support spot zoning and only changing the zoning for the applicant and their 2 parcels. I believe this would be unfair to the other residents and create an environment that lacks consistency in future development. With that, I would like to request that in addition to Westminister Hill being rezoned as a whole, that consideration be given to the properties on the East side of Chapel Dr be included in the UT rezone. These lots include: 223, 229, 227, 223, 119, 117, 109, 105 and 103 Chapel Dr. Chapel Dr is a main corridor that is heavily traveled and very visible. Again, to have one side of the street experience rezoning that allowed for future development potential and not the other side of the street could create a visual inconsistency that would detract from the neighborhood. I think it is fair that if one side of the street is rezoned, the other side of the street should be allowed the same zoning change. I do not support the zoning change into any further lots in the Lambert Heights other than those on the East side of Chapel Dr. The reason for this is that the lots on Westridge Dr and Edwards are smaller and have irregular shapes, making them less than ideal for redevelopment. More importantly, this neighborhood does not have adequate access to Pensacola St or Call St without having to use Chapel Dr as an access point. A large infill of development and thus bodies, would further add to the congestion and unsafe road ways on Westridge Dr and Edwards St. The access from Edwards St to Pensacola does not have a stop light and making a left hand turn towards campus, which is what a majority of the student tenants would do when leaving the neighborhood, requires you to cross over a busy 4 lane high way. The streets on Westridge are already unsafe and this is evidenced by the fact that in April of this year, a drunk driver was heading East on Westridge Dr from Edwards and instead of turning left, he continued straight and around 2:00 am drove his car into the house I own at 119 Westridge Dr. Luckily no one was killed but it is a dangerous corner and before the area sees any sort of development inflow, measures need to be put in place to slow down traffic and make it safer. There are also no side walks for pedestrians.

## Reiss, Sean

From: Chris Fluehr <cfluehr11@gmail.com>
Sent: Tuesday, October 31, 2017 1:04 PM

To: Reiss, Sean

Subject: Fwd: Chapel Drive Amendment - PCM201804

Dear Mr. Reiss,

Thank you for the notice I recently received regarding the possible rezoning of the Chapel Drive area. I am the managing member of Joe Lynn LLC which owns 1800 Westridge Drive, 32304.

I believe the entire area should be taken into consideration from "The Trail" west to Westminister Drive and from West Pensacola Street north to Westridge Drive.

This area has been long neglected by code enforcement and trash removal. I have sent pictures of many violations with no corrections.

The exception was our property which has been cited for nitpicking non-violations. In fact we believe we own the most well kept property in the area.

We appreciate your consideration of expanding of the entire area.

Thank you,

Chris Fluehr Cell 561-271-9163

## Calhoun, Sherri

**From:** ann.mcmaster@me.com

Sent: Sunday, November 05, 2017 4:51 PM

To: CMP\_PLN\_AMND Calhoun, Sherri

**Subject:** 2018 Comp Plan Public Comment Submission

Amendment: PCM201801 Map
Name: Elizabeth Ann McMaster
Address: 1801 Westridge Dr

City: TallahasseeState: FloridaZip: 32304

• **Email Address:** ann.mcmaster@me.com

**Comments:** It is my understanding that the Chabad House has requested their property be rezoned to University Transition. As the owner of 1801 Westridge Drive, which directly abuts the applicant's property to the north, I strongly object to any spot zoning within the neighborhood. I do, however, support a broader zoning change to University Transition IF it encompasses a larger contiguous area. This would address the current reality that this is predominantly a student-occupied neighborhood. This is apparent by the lack of maintenance on many properties, multiple vehicles parked on lawns, high noise levels and general evening and weekend revelry. I own the property through a sole member LLC, and it is rented to two FSU students, one of whom is my son. The last time I visited on a football weekend, an unknown, highly inebriated student repeatedly tried to enter our home after midnight because he was so impaired we could not convince him he was at the wrong house. I would even not consider living there myself. Optimally, the City would rezone the entire area from "the Trail" west to Westminister Drive and from West Pensacola Street north to Westridge, consistent with the width of the Chabad properties but also including a logical inclusion to West Pensacola However, I do not object to any larger expansion of the rezoning. At a minimum, the City must include 1801 and 1800 Westridge Drive in any rezoning of the Chabad properties, as these two Westridge Drive properties have side (east) boundaries on the busy major thoroughfare Chapel Drive. Rezoning the Chabad properties would leave these two Westridge properties as the only Residential Preservation zoning with Chapel boundaries from the Chabad House north. This is simply not acceptable. Spot zoning the Chabad properties will have a serious negative impact on the value of these two adjacent properties if the larger issue of the need to rezone the neighborhood or at least the Chapel Drive corridor is not properly addressed. Thank you for your consideration of these serious concerns. Elizabeth Ann McMaster Managing Member, 1801 Westridge Drive LLC

## Calhoun, Sherri

From: lsjarrett@embarqmail.com

Sent: Monday, October 30, 2017 5:25 PM

To: CMP\_PLN\_AMND Calhoun, Sherri

**Subject:** 2018 Comp Plan Public Comment Submission

Amendment: PCM201804 Map
Name: Lincoln and Sally Jarrett
Address: 119 Chapel Drive

• City: Tallahassee

State: FLZip: 32304

• Email Address: lsjarrett@embarqmail.com

• Comments: Thank you for the notice about the Chapel Drive Plan Amendment. We oppose the propose change from Residential Preservation (RP) to University Transition (UT). Certainly we do not oppose development of the property that is consistent with the RP designation. City and County elected officials have publicly and consistently expressed their support for neighborhood preservation and the proposed amendment is not compatible with that principle. Therefore, we oppose the amendment.

October 30, 2017

Sean Reiss
Tallahassee-Leon County Planning Department
Comprehensive Planning Division
300 South Adams Street

Tallahassee, Florida 32301

RE: Amendment #PCM201804

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Sincerely

Lincoln and Sally Jarrett

119 Chapel Drive

Tallahassee, FL 32304

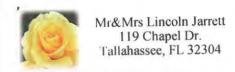
850/576-4398 cc: Commsioner Curtis Richardson

Jeff and Maribel Parzych

Richard Hixon

Robert and Chris Nava

Rabbi Schneur Z. Oirechman



CS NOW 2017 PM 3.1



Tallahassee - Leon County Planning Department Comprehensive Planning Division Attention: Sean Reiss 300 So. Adams Street Dann Tallahassee, FL 32301

92901-179799

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 From:
 sleoni@shsweb.us

 To:
 CMP\_PLN\_AMND

 Cc:
 Calhoun, Sherri

Subject: 2018 Comp Plan Public Comment Submission Date: Thursday, January 04, 2018 7:30:33 PM

Amendment: PCM201804 Map
Name: SHS Management LLC
Address: 1801 W Pensacola Street

• City: Tallahassee

State: FLZip: 32304

• **Email Address:** sleoni@shsweb.us

 From:
 sleoni@stevenleoni.com

 To:
 CMP\_PLN\_AMND

 Cc:
 Calhoun, Sherri

Subject: 2018 Comp Plan Public Comment Submission Date: Thursday, January 04, 2018 7:29:33 PM

Amendment: PCM201804 Map
Name: Ivy Lane Villas LLC
Address: 1862 W Pensacola Street

• City: Tallahassee

State: FLZip: 32304

• Email Address: sleoni@stevenleoni.com

 From:
 sleoni@stevenleoni.com

 To:
 CMP\_PLN\_AMND

 Cc:
 Calhoun, Sherri

Subject: 2018 Comp Plan Public Comment Submission Date: Thursday, January 04, 2018 7:05:26 PM

Amendment: PCM201804 Map
Name: Student Housing 104, LLC
Address: 1701 W Pensacola Street

• City: Tallahassee

State: FLZip: 32304

• Email Address: sleoni@stevenleoni.com

 From:
 sleoni@stevenleoni.com

 To:
 CMP\_PLN\_AMND

 Cc:
 Calhoun, Sherri

Subject: 2018 Comp Plan Public Comment Submission Date: Thursday, January 04, 2018 7:04:34 PM

• Amendment: PCM201804 Map

Name: Christine LeoniAddress: 103 Chapel Drive

• City: Tallahassee

State: FL Zip: 32304

• Email Address: sleoni@stevenleoni.com

 From:
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 To:
 CMP\_PLN\_AMND

 Cc:
 Calhoun, Sherri

Subject: 2018 Comp Plan Public Comment Submission Date: Thursday, January 04, 2018 7:03:09 PM

• Amendment: PCM201804 Map

Name: Jennifer PearceAddress: 1861 Ivy Lane

• City: Tallahassee

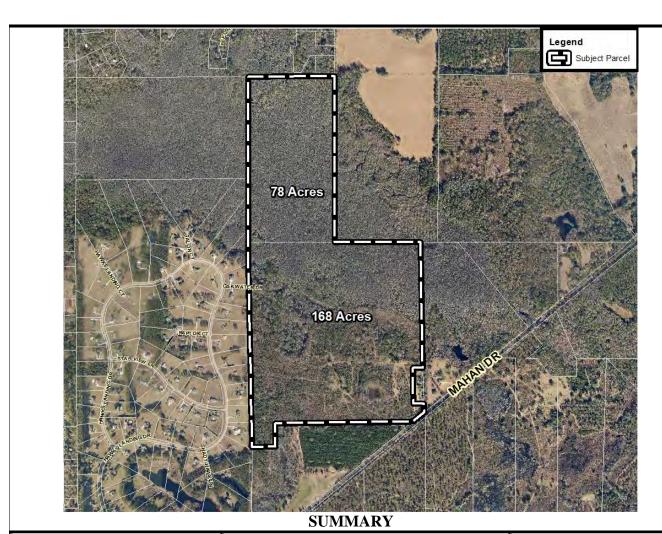
State: FLZip: 32304

• Email Address: jennifer@shsweb.us



**Date:** October 25, 2017

## 2018 Comprehensive Plan Amendment Cycle LMA 201804 East Mahan Drive



#### **Property Owners: Property Location: TLCPD Recommendation:** Evans, Richard H. and Victoria M. Revocable Trust N side of Hwy 90 E on the E side of Hawk's **Approve Applicant:** Landing Subdivision. Tallahassee – Leon County Planning Department **TLCPD Staff: Current Future Land Use & Zoning: LPA Recommendation:** Future Land Use: **Urban Fringe** (**UF**) Stephen M. Hodges Zoning: UF **Contact Information: Proposed Future Land Use & Zoning:** Approve Future Land Use: Rural Stephen.Hodges@talgov.com (850) 891-6408 Zoning: **Rural**

**Updated:** March 1, 2018

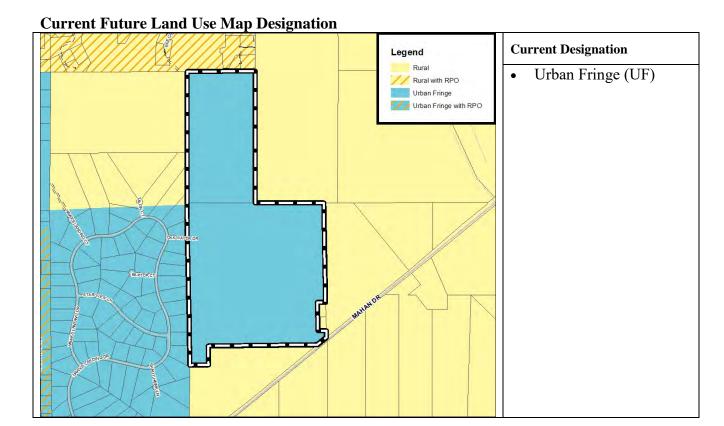
## A. REASON FOR REQUESTED CHANGE

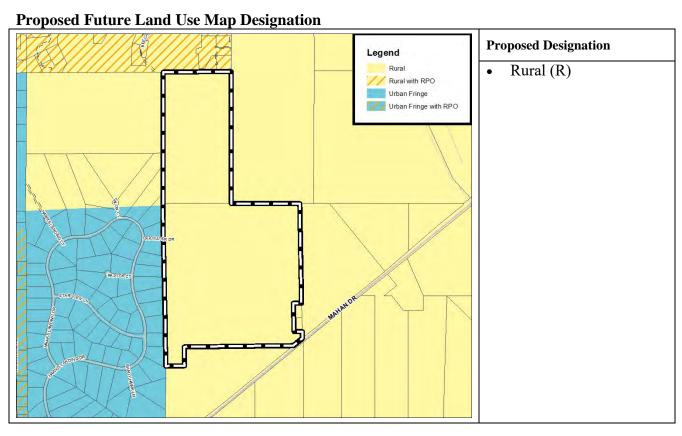
As part of a previous land use and zoning change applied to the subject area in 2007, a development agreement was signed by the owner of these two parcels at that time, Dr. Miley Miers, and Leon County. One of the stipulations in the agreement stated that if the developer does not comply with the terms of the agreement within ten years, and if the agreement is not extended, Leon County shall initiate a Future Land Use Map (FLUM) amendment and/or rezoning at the earliest possible time in order to return the subject area "to the status it held prior to this agreement." Since the property has not developed or had active development permits or orders within the terms of the development agreement, Planning staff submitted a Comprehensive Plan FLUM amendment to change the land use and zoning for the subject area back to its previous land use and zoning designations. This agreement applied to any developer of the property, as well as any and all successors to the property.

#### B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The subject area is currently designated Urban Fringe on the Future Land Use Map (FLUM). The proposed amendment would change the FLUM designation of the area to Rural.

The following maps illustrate the current and proposed FLUM designations for the Subject Area.





#### C. STAFF RECOMMENDATION

- 1. Find that the proposed future land use map amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend ADOPTION of the proposed amendment.
- 2. Staff recommends that the following note in Objective 2.2: [L] be removed:
  - "(Parcels) 12-02-20-602-0000 and 12-11-20-202-0000 will be developed at a cumulative density no greater than 81 residential detached units."
- 3. Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend APPROVAL of the proposed rezoning.

## D. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION

Find that the proposed future land use map amendment (and associated text amendment to the note in Objective 2.2:[L]) is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend ADOPTION of the proposed amendment.

Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend APPROVAL of the proposed rezoning.

#### E. SUMMARY OF FINDINGS

Staff presents the following findings of fact:

- 1. The subject area has been subject to a 10-year development agreement that was signed by Leon County on March 16, 2007 and by the property owner on March 28, 2007. This agreement includes a number of stipulations, including the required provision of water and sewer infrastructure at the expense of any developer of this property to allow 81 residential units to be built.
- 2. There are no known submitted plans at this time to develop the property or provide water and sewer infrastructure to the subject area.
- 3. The development agreement states that if the property is not developed within the life of the agreement, Leon County shall initiate a Future Land Use Map (FLUM) amendment and/or rezoning at the earliest possible time in order to return the subject area to its previous Rural land use and zoning designations.
- 4. Policy 2.2.1 states that, "The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas." The proposed amendment is consistent with the intent of the proposed land use category.

## F. STAFF ANALYSIS

## History and Background

The subject area consists of two adjoining parcels, Parcel ID# 1211202020000 and 1202206020000. The total acreage is approximately 232 acres, according to records maintained by the Leon County Property Appraiser.

In general, the area is located outside of the Urban Service Area and is rural in nature. Rural areas are located to the east and south, and low-density residential to the west and north. This property is located east of Hawk's Landing, a residential subdivision with a land use and zoning designation of Urban Fringe, and Homestead Ridge, a residential subdivision with a land use and zoning designation of Urban Fringe with Residential Preservation Overlay. To the north is the Miccosukee Land Co-op with a land use and zoning designation of Rural with Residential Preservation Overlay.

The land use and zoning designations for the subject area were last changed as part of Comprehensive Plan map amendment 2006-1-M-007. This amendment changed the land use designation from Rural to Urban Fringe and the zoning from Rural to Urban Fringe. As part of this amendment, a development agreement was signed between the property owner at the time, Dr. Miley Miers, and Leon County. This agreement, which applies to any developer of the property, as well as any and all successors to the property, had a number of requirements and commitments related to the development of the property, including the provision of centralized water and sewer by the City of Tallahassee and the conservation of Black Creek on the northern portion of the subject area. The agreement also stated that if the developer does not comply with the terms of the agreement within ten years, and if the agreement is not extended, Leon County shall initiate a Future Land Use Map (FLUM) amendment and/or rezoning at the earliest possible time in order to return the subject area "to the status it held prior to this agreement," referring to the previous Rural land use and zoning designations.

On June 30, 2006, the State's Department of Community Affairs (at the time DCA, now the Department of Economic Opportunity) objected to this amendment by filing a Statement of Intent to Find Comprehensive Plan Amendment Not in Compliance. This Statement of Intent was based on DCA's Objections, Recommendations and Comments ("ORC") Report issued on February 10, 2006.

In order to bring Amendment 2006-1-M-007 into compliance, a settlement agreement was signed by the owner of the subject area, Leon County, the City of Tallahassee, and Ross Burnaman, who petitioned DCA to challenge the original amendment and development agreement. As part of the settlement agreement, Leon County agreed to adopt a set of remedial amendments to address issues raised by DCA in the Notice of Intent. The remedial amendment was subsequently found in compliance by DCA. These amendments included the following stipulations:

- (1) Amend the Future Land Use Map to include a notation that the subject property will be allowed to be developed at no greater than 81 residential units.
- (2) Amend the Capital Improvement Element of the Comprehensive Plan to include those expenditures that will be paid by the developer to extend the lines to the property.
- (3) Adopt an amended Black Creek Highlands Development Agreement.

The amended Black Creek Highlands Development Agreement was signed by the owner of these two parcels at that time, Dr. Miley Miers, and Leon County. The amended development agreement (Attachment #1) had several additional stipulations, including the requirement that the necessary

infrastructure, including central water and sewer, was the responsibility of the developer, and not the City of Tallahassee.

Since the amended development agreement was signed in early 2007, little has changed on the subject area and the surrounding area. A Permitted Use Verification was requested from the Leon County Department of Development Support and Environmental Management (DSEM, previously known as the Leon County Growth Management Department) in September 2007, and a Pre-Submittal Meeting was held with DSEM in October 2007 for both parcels comprising the subject area. An Environmental Natural Features Inventory for Parcel #1211202020000 was submitted to DESM in 2008, and a Permitted Use Verification was requested for the same parcel in 2012. However, the subject area has had no development applications submitted. The only substantial nearby development is an 86-unit residential subdivision called Mission San Miguel. This development is one mile west of the subject area and is served by central water provided by Talquin.

In addition, there has been no recorded easement for the conservation of the approximately 82-acre floodplain on the north end of the subject area, and central water and services have not been extended to the subject area.

## Current and Proposed Future Land Use Categories

The complete comprehensive plan policies for Urban Fringe (Policy 2.2.2 [L]) and Rural (Policy 2.2.1 [L]) are included as Attachment #2.

## *Urban Fringe Land Use Category*<sup>1</sup> (Current)

The Urban Fringe category is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. To protect Rural areas from premature development, facilitate infill and redevelopment inside the Urban Service Area, and in recognition of the significant area already mapped as Urban Fringe, no additional lands designated Rural or Urban Fringe as of August 26, 2006 shall be converted to a more dense or intense land use category unless adjoining lands are also within the designated Urban Service Area boundary or the designated Woodville Rural Community.

Conventional subdivision of land in the Urban Fringe (UF) may be permitted at a density of up to one unit per three acres. To promote a mix of residential areas and perpetually protected open space and agricultural lands, Conservation subdivision developments are allowed at a density of up to one unit per three gross acres with units clustered on no more than 50% of the site. The minimum lot size shall be one-half-acre in UF areas. Conservation Subdivisions must also permanently set aside at least 50% of the total site as open space and restrict development to the least environmentally sensitive and otherwise significant portions of the land.

Because this land use category allows residential densities of one unit per three acres, the subject area could develop a maximum of 77 units in a non-conservation subdivision based on allowed gross density over the entire 232 acres without clustering and not factoring reductions in achievable

<sup>&</sup>lt;sup>1</sup> This policy was last modified as part of Text Amendment PCT110110 which was adopted on October 25, 2011 and made effective on December 15, 2011.

density that result from the presence of environmental constraints. The areas completely constrained by environmental features as defined within the Comprehensive Plan could only be developed at a maximum density of 1 dwelling unit per 40 acres.

Subsequently, it is likely that this maximum would not be achievable due to the requirement for each newly created lot to have at least one half acre of land that does not contain any regulated environmental features. Therefore, the amended development agreement for the subject site stated that the subject property will be allowed to be developed at no greater than 81 residential units on sewer.

## Rural Future Land Use Category (Proposed)

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area.

To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities, higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities are prohibited within the Rural category. The Rural category allows for single family residential uses at a maximum density of one (1) dwelling unit per ten (10) gross acres.

The subject area is approximately 1.8 miles outside the Urban Service Area. Prior to the adoption of the Comprehensive Plan, the subject site was zoned A-2 (Agricultural District), which allowed single-family, mobile homes, agriculture, and customary accessory uses that support agriculture.

Because the Rural land use category only allows very low density residential at one unit per ten acres, up to 23 units would be allowed on the subject area (if its land use designation is changed to Rural) without factoring the environmental or site constraints. In order for the entire site to be divided into 10 acre lots, each newly created lot would need to have an area of land one half acre in size that was clear of environmental constraints under current County regulations. The areas completely constrained by environmental features as defined within the Comprehensive Plan could only be developed at a maximum density of 1 dwelling unit per 40 acres. This leaves approximately 85 acres not considered to be environmentally sensitive. Based on this percentage of buildable land onsite, and depending on how the subdivision was designed and whether or not the 0.5-acre minimum lot size requirement for the installation of onsite sewage treatment and disposal systems could be met, somewhere between 8 to 23 units could potentially be built under the proposed Rural designation on this property. However, it is not anticipated that the higher end of this range, 23 units, would be achievable given the environmental constraints present on the property.

## Consistency with Comprehensive Plan

This section discusses the consistency of the proposed amendment with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan.

Land Use Element Policy 1.1.1 states that in order to discourage urban sprawl, development shall be concentrated in the Urban Service Area plus the rural communities of Woodville, Capitola, Chaires, Ft. Braden and Miccosukee. Because the subject area is outside of the Urban Service Area and not within an established rural community, the proposed amendment is consistent with this policy.

Land Use Element Policy 1.1.3 prohibits capital infrastructure designed to support urban density outside the Urban Service Area. Given the subject area's location outside the USA, the number of allowable units, and the stipulations of the development agreement, the proposed amendment is consistent with this policy.

Land Use Element Policy 1.1.5 states that Future Land Use Map densities and intensities are intended to reflect the availability of capital infrastructure. As this site is outside the USA and is not served by sewer, the proposed amendment is consistent with this policy.

Land Use Element Policy 1.1.7 states that higher density and mixed use development and its ancillary activities shall be channeled into locations which have proper access to the existing transportation system; minimal environmental constraints; sufficient stormwater treatment capacity; compatible existing land use and readily available sewer. The subject site has significant environmental constraints, and although it is adjacent to an existing Urban Fringe area to the west, the areas to the north, east, and south are all currently designated Rural. There is also no sewer and water infrastructure readily available to the subject area.

Land Use Element Policy 2.2.1 [L] which defines the Rural land use category allows single family residential uses at a maximum density of one (1) dwelling unit per ten (10) gross acres. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area. Therefore, the subject area's re-designation to rural would be consistent with this policy.

Policy 2.2.2 [L] which defines the Urban Fringe land use category is intended to provide very low-density residential areas mixed with open space and agricultural activity on the periphery of the USA. Given the subject area's distance from the USA (i.e., it is not peripheral to the USA), redesignation to rural would be consistent with this policy.

#### Zoning

The Land Development Code sections for the Urban Fringe zoning district (Sec. 10-6.613) and the Rural zoning district (Sec. 10-6.612) are included as Attachment #3.

The Urban Fringe zoning district is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. The district allows for very low density residential development of no greater than one unit on three acres of land, agricultural, and silvicultural activities. Residential development will also be allowed a gross density of one unit per three acres if developed as a conservation subdivision.

The intent of the Rural zoning district is to maintain and promote agriculture, silviculture, and natural resource-based activities, preserve natural systems and ecosystem functions, and protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Allowable land uses within this district include agriculture, silviculture, ecotourism based activities, very low density residential, and community and passive recreational facilities. Non-residential uses, with the exception of community and passive recreational facilities, that are not functionally related to and

supportive of agriculture, silviculture and other natural resource-based activities shall be prohibited within the Rural zoning district.

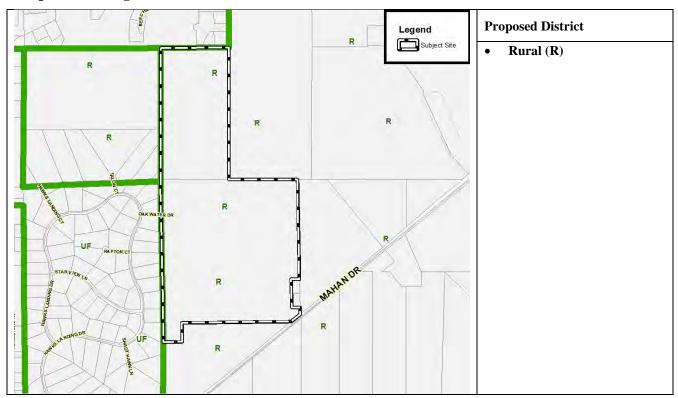
The location of the subject area is not on the periphery of the USA. It is almost two miles away, and there is no urban infrastructure presently available to the site. Therefore, the subject area as proposed would meet the intent of the Rural zoning district.

The following maps illustrate the current and proposed zoning for the Subject Site.

**Current Zoning** 



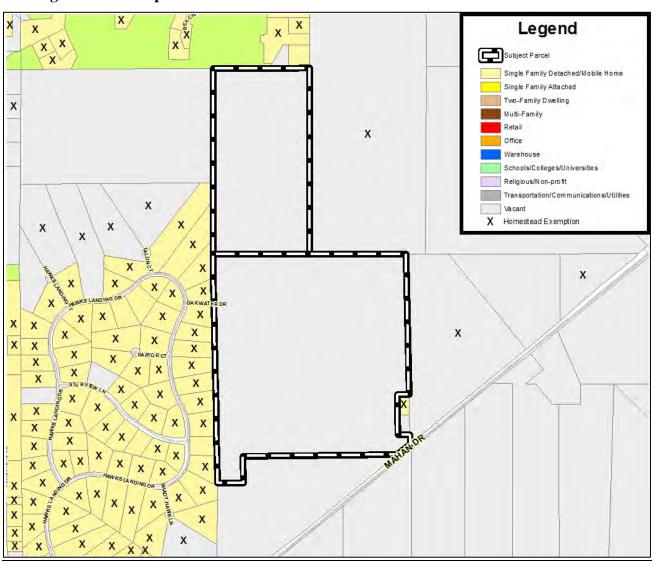
## **Proposed Zoning**



## **Existing Land Uses**

The existing land uses surrounding the subject site include an area of low density single family residential to the west of the southernmost of the two parcels that comprise the subject site, as well as an area of the same along the northern boundary. The remaining land uses surrounding the subject area are vacant lands.

## **Existing Land Use Map**



#### **Infrastructure Analysis**

#### Water/Sewer

Central water and sewer are not currently available to the subject area. The City's nearest water and sewer connections are approximately two miles west of the subject area.

#### Schools

The Subject Area is zoned for the following public schools: Robert Elementary School, Swift Creek Middle School, and Lincoln High School. The proposed amendment would reduce the allowable residential development and would lessen the potential impact to schools. The Leon County School Board has indicated that this proposed land use and rezoning change would have no negative impact to Leon County public schools.

#### Roadway Network

The only roadway currently serving the subject area is U.S. Highway 90, which is a two-lane principle arterial. A concurrency certificate application was filed with the County on March 9, 2005, and the applicant at that time received concurrency for a project consisting of 74 residential units provided that the project is started within two years of March 11, 2005. This certificate has expired.

#### Pedestrian and Bicycle Network

No sidewalks serve this site. There will likely be bike lanes or paved shoulders and sidewalks along portions of Mahan Drive if or when it is widened.

#### Transit Network

There are no transit services available to the subject area.

#### **Environmental Analysis**

The two contiguous parcels, 232 acres in size, are located within the Bird Sink Basin, more particularly within the Black Creek watershed, except for approximately a 16-acre tract located in the southwest corner of the southernmost parcel, which is within the St. Marks Basin, more particularly within the Hawks watershed.

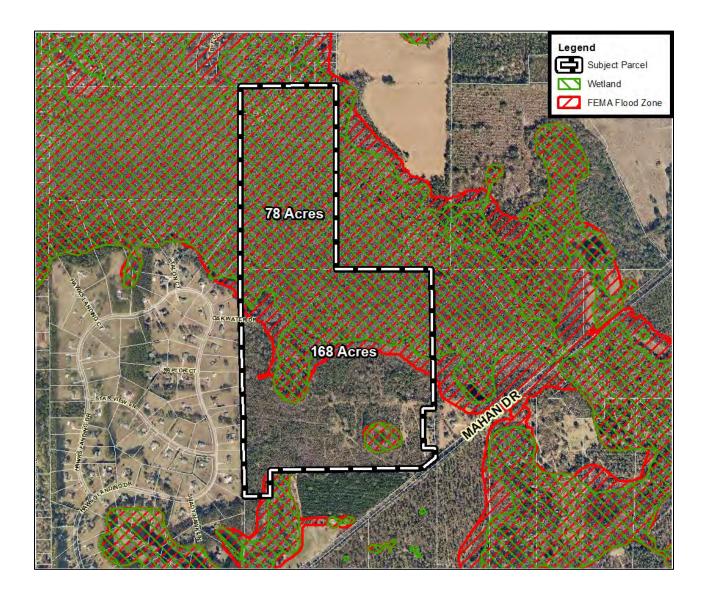
Tallahassee Leon County GIS (TLCGIS) maps indicate that the northernmost parcel, approximately 82 acres in size, is entirely within the 100-year floodplain, and is covered by a mature bottomland hardwood forest. This hardwood forest, indicated as a wetland on TLCGIS maps, also covers approximately 61.3 acres of the 166.8-acre southernmost parcel. This site is at the headwaters of the St. Mark River, and Black Creek crosses the northern parcel of the subject area. Black Creek drains towards the southeast through the northern parcel and into Copeland Sink, which is near the headwaters of the St. Marks River.

In addition, a two-acre intermittent pond is located on the eastern half of this parcel, and several small areas of significant grades totaling approximately one acre in size are scattered around the upland portion of this parcel. With the exception of this pond, a single-family residence, and an outbuilding, the remainder of the upland portions of this parcel is planted in pine trees.

As part of a site plan that was submitted by a previous owner of the subject area, a Natural Features Inventory was conducted for this property. This environmental analysis indicated that approximately 65% of the subject area is not developable due to the presence of wetlands, a 100-year flood zone, a high quality successional forest, several sinkholes, and significant slopes. According to the Leon County Development Support and Environmental Management (f.k.a. Growth and Environmental Management) Department, proposed development on this site will be required to place these environmentally sensitive areas within a conservation easement, and shall be accompanied by required/necessary Stormwater management to mitigate for any increases in volume (and/or) rate of Stormwater surface runoff.

It shall be noted that specific development stipulations, mainly associated with the septic treatment system, may be imposed by the state's Upper Wakulla River and Wakulla Springs Basin Management Action Plan.

The following map indicates existing environmental features.



#### F. PUBLIC OUTREACH AND NOTIFICATION

An initial mailing was sent to 60 property owners within 1,000 feet of Subject Site.

	Public Outreach	Date	Details				
X	Mail Notification of Proposed Changes	October 23, 2017	Notices Mailed to Property Owners within 1000 feet				
X	Notice of Proposed Land Use Change and Rezoning	November 8, 2017	Two signs providing details of proposed land use and zoning changes posted on subject site				
X	Hiref Public Open House   November 16 7017		5:30 PM, Second Floor, Frenchtown Renaissance Center				
X	Staff Reports Available Online	December 20, 2017	Email Subscription Notice sent to all users of service				

**Public Open House - November 16, 2017:** 14 citizens attended the first open house to discuss the 2018 Cycle amendments. Of the 14 attendees, three people were present at this meeting for the proposed amendment. They had two concerns: (1) access to the subject area if developed from the adjoining Hawk's Landing subdivision to the west, and (2) the safety of the intersection of Hawks Landing Drive and Highway 90 East. Staff committed to contact the County's department of Development Support and Environmental Management to see if an interconnection would be required as a condition of development of the subject area, and to contact the County's department of Public Works to see if there are any safety issues reported or other planned improvements at this intersection.

#### G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

	Cycle 2018 Meetings	Dates	Time and Locations			
X	Local Planning Agency Workshop	November 7, 2017	3:00 PM, Second Floor, Frenchtown Renaissance Center			
X	Local Planning Agency Public Hearing	January 2, 2018	6:00 PM, Second Floor, Frenchtown Renaissance Center			
X	Joint City-County Commission Workshop	January 23, 2018	1:00 PM, Fifth Floor, Leon County Courthouse			
X	Joint City-County Transmittal Public Hearing	February 27, 2018	6:00 PM, Fifth Floor, Leon County Courthouse			
	Joint City-County Adoption Public Hearing	April 10, 2018	6:00 PM, Fifth Floor, Leon County Courthouse			

**Public Open House – November 16, 2017**: 14 citizens attended the first open house to discuss the 2018 Cycle amendments. Of the 14 attendees, none were present to discuss this amendment. There were no questions or comments on this proposed amendment.

Water Resources Committee – December 4, 2017: Staff presented the proposed amendment to the Water Resources Committee and answered questions regarding the proposed amendment. The Committee voted unanimously to support the staff recommendation to approve the proposed land use and zoning change.

**Local Planning Agency Public Hearing - December 5, 2017**: Due to a Blueprint Intergovernmental Agency (IA) meeting being scheduled for the same afternoon, the members of the Local Planning Agency voted to continue the Public Hearing to the January 2, 2018 Local Planning Agency meeting.

**Local Planning Agency Public Hearing – January 2, 2018:** The Local Planning Agency supported staff's recommendation of approval based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

**Joint City-County Transmittal Public Hearing – February 27, 2018:** The City Commission and Board of County Commissioners voted to approve the proposed amendment.

#### H. ATTACHMENTS

Attachment #1: Amended Black Creek Highlands Development Agreement

Attachment #2: Comprehensive Plan Land Use Category Policies

Attachment #3: Referenced Land Development Regulations



2018 Comprehensive Plan Amendment Cycle LMA201804 East Mahan Drive

#### Attachment #1

Amended Black Creek Highlands Development Agreement

Attachment #4
Page 17 of 37
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OF
LEON COUNTY FL
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04/11/2007 at 02:21 PM,

#### BLACK CREEK HIGHLANDS

#### FIRST AMENDED DEVELOPMENT AGREEME BOB INZER, CLERK OF COURTS

THIS AGREEMENT is entered into by and between Dr. Miley Miers (Dr. Miers) and any subsequent developer of the property described herein (DEVELOPER), and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (COUNTY).

#### WITNESSETH

WHEREAS, Dr. Miers owns approximately 232 acres (Property) of land located along Highway 90, the legal description of which is attached as Exhibit A; and

WHEREAS, the Property is identified on Blueprint 2000 as a Tier 2 project. The parties have agreed to terms for development and for conservation of designated portions of the Property.

WHEREAS, it is deemed to be in the interest of the public health, safety, and welfare for LEON COUNTY to memorialize the development plan and the conservation of land for Blueprint 2000 and to assure that overall planning principles and concerns of the COUNTY are addressed in order to provide for orderly development for LEON COUNTY.

WHEREAS, the City and County adopted Comprehensive Plan Amendment 2006-1-M-007 ("Plan Amendment") by Ordinance No. 06-11 on April 25, 2006 (DCA No. 06-1); and

WHEREAS, the Plan Amendment proposes to change the designation of 232 acres on the Future Land Use Map from Rural to Urban Fringe; and

WHEREAS, the Department of Community Affairs ("Department") signed its Statement of Intent regarding the Plan Amendment on June 30, 2006 and published its Notice of Intent on July 5, 2006; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Plan Amendment is not "in compliance" because it does not demonstrate that the level of service for facilities and services will be maintained, it exhibits indicators of urban sprawl, and it is internally inconsistent with portions of the comprehensive plan; and

WHEREAS, Leon County has entered into a Stipulated Settlement Agreement to resolve the Department's compliance objections to the Plan Amendment wherein Leon County agreed to amend Section E.(2) of this Development Agreement to be consistent with F.S. 163.3177 (3) and F.S. 163.3227(1)(d) requiring that development agreements contain a description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.

Fos 1/2

NOW, THEREFORE in consideration of the mutual terms, covenants, and conditions contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

#### (A) <u>PURPOSE</u>.

The purpose of this Agreement is to:

- 1. Provide a mechanism to allow the Property to proceed through the rezoning process.
- 2. Set forth requirements and commitments for the development of the Property.
- 3. This Agreement, except as specifically provided herein, is intended to address the developer's commitment to conserve a portion of the Property and to clarify the development process that will be applicable to the Property. It is not intended to, nor does it, approve or authorize any amount of development or type of use on the Property, except as otherwise provided herein.

#### (B) AUTHORITY FOR AGREEMENT.

This Agreement is being entered into pursuant to authority provided in Sections 163.3220 - .3203, Florida Statutes (F.S), otherwise known as the Florida Local Government Development Agreement Act, and the Leon County Code of Laws.

#### (C) <u>TERM</u>.

This Agreement, shall be effective for a period of ten years from the date upon which zoning has been approved on the Property. This Agreement may be extended by mutual written consent of the parties, or their successors, subject to public hearings in accordance with Section 163.3225, F.S. In the event the developer does not comply with the terms of the Agreement within ten years and the Agreement is not extended, the local government shall initiate a Future Land Use Map amendment and/or rezoning at the earliest possible time in order to return the property to the status it held prior to this Agreement.

## (D) <u>APPROVED LAND USES AND CONSISTENCY WITH COMPREHENSIVE PLAN</u>.

The plan of development proposed under this development agreement is consistent with the Tallahassee-Leon Comprehensive Plan Urban Fringe Future

Land Use Category and the applicable rules and regulations found within the Leon County Land Development Code.

#### (E) PUBLIC FACILITIES.

- 1. <u>Infrastructure Planning and Design</u>. The design of the residential subdivision and necessary infrastructure shall be the responsibility of the developer. These improvements shall be designed in accordance with adopted standards for development as established in the Leon County Code.
- 2. Utilities. The developer shall be responsible for making the appropriate arrangements to provide central water and sewer to the Property. The City has agreed to supply water and sewer service consistent with attached correspondence (Exhibit B) and the terms of the Water and Sewer Agreement between the City and the County. The Developer shall be responsible for design and installation of a water distribution system and wastewater collection system to serve each home and for any infrastructure required consistent with City specifications. This system shall include the wastewater pumping station and force main. developer will also be responsible for the design, permitting, and construction of any extension required to bring service from its off-site terminus at the time of hook-up to the Property. The developer and the City may negotiate a separate agreement to coordinate and facilitate the availability of the off-site water and wastewater infrastructure. Water and sewer services shall be in place prior to issuance of a final certificate of occupancy in accordance with applicable Land Development Code provisions and Section 163.3180(2)(a) Florida Statutes (2006). Developer agrees that the above infrastructure and systems shall be completed within ten (10) years from the date of this amended agreement.

As of the effective date of this agreement, the needed improvements are 8000 feet of 12 inch water pipe and 8000 feet of 6-inch sewer force main. The estimated cost to design, permit, and construct the project as of the effective date of this agreement is \$800,000 for the water pipe and \$400,000 for the force main. These costs and specifications are estimates and, regardless of these estimates, the Developer will be responsible for those specifications and related costs applicable at the time of construction of the water and sewer infrastructure.

3. <u>Transportation</u>. The Property was issued a two year reservation of concurrency for 74 dwelling units on March 11, 2005.



#### 2018 Comprehensive Plan Amendment Cycle LMA201804 East Mahan Drive

#### Attachment #2

#### Policy 2.2.2: [L] URBAN FRINGE

(REV. EFF. 8/17/92; REV. EFF. 7/26/06; REV. EFF. 4/10/09; REV. EFF. 12/24/10; REV. EFF. 12/15/11)

The Urban Fringe category is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. To protect Rural areas from premature development, facilitate infill and redevelopment inside the Urban Service Area, and in recognition of the significant area already mapped as Urban Fringe, no additional lands designated Rural or Urban Fringe as of August 26, 2006 shall be converted to a more dense or intense land use category unless adjoining lands are also within the designated Urban Service Area boundary or the designated Woodville Rural Community. Conversions to the Woodville Rural Community designation shall be consistent with the Transfer of Development Units provision in Policy 4.2.5: [C].

Conventional subdivision of land in the Urban Fringe may be permitted at a density of up to one unit per three acres. To promote a mix of residential areas and perpetually protected open space and agricultural lands, Conservation Subdivision developments are allowed and encouraged. Conservation Subdivision design in Urban Fringe may be permitted at a density of up to one unit per three gross acres with units clustered on no more than 50% of the site. Conservation Subdivisions must also permanently set aside at least 50% of the total site as open space and restrict development to the least environmentally sensitive and otherwise significant portions of the land.

Appropriately sized minor commercial activities and minor offices are permitted. Industrial, office and more intensive commercial land uses are prohibited due to lack of present infrastructure services or potential negative environmental impacts. Present or future agricultural, silviculture and forestry activities may be allowed.

#### Policy 2.2.1: [L] RURAL/AGRICULTURE

(REV. EFF. 8/17/92; REV. EFF. 7/26/06; REV. EFF. 12/24/10; REV. EFF. 7/6/15)

#### **INTENT**

Leon County's agricultural and silvicultural lands have a long and productive history. They have served as both a source of food and materials for urbanized areas of the County and as a significant economic engine for the region. Decades of suburbanization have dramatically reduced the amount of arable land available for agriculture and silviculture within the County. These lands are now at a premium and require protection to ensure that they remain viable, unfragmented, and productive for future generations. The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the

scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area. To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities, higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

#### ALLOWABLE USES, DENSITIES, AND INTENSITIES

#### 1. Residential

The Rural category shall allow for single family residential uses at a maximum density of one (1) dwelling unit per ten (10) gross acres.

#### 2. Non-residential

Agriculture, silviculture, and other natural resource based activities shall comprise the primary non-residential uses within the Rural category.

Consistent with Florida's Right to Farm Act, bona-fide agricultural uses, on land classified as agricultural land by the Leon County Property Appraiser, shall not be subject to a nonresidential intensity limitation.

Non-residential uses functionally related to and directly in support of agricultural, silvicultural, and other natural resource based activities, including ecotourism activities, may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre. The location of such uses shall be limited to the intersection of major collector and arterial or arterial and arterial designated roadways. Total development at any one intersection shall not exceed 10,000 sq. ft.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional standards and limitations shall be included in the land development code.

#### 3. Community and Recreational Facilities

Community services, light infrastructure, and recreational uses may be permitted provided they are compatible with the natural and rural surroundings. Facilities associated with these uses may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre. Active recreational uses not functionally related to or supportive of agriculture, silviculture, natural resource based, or ecotourism activities, including, but not limited to golf courses, drag strips, and racetracks for motorized vehicles, are prohibited. To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional design standards and limitations shall be included in the land development code.

#### SPECIAL CONDITIONS

The following special conditions shall apply to the Rural future land use category:

1. Development proposals within the Rural area shall be evaluated for compatibility with adjacent agricultural uses and shall consider the land management activities associated with such uses.

Development that is incompatible with agricultural uses, or has the potential to fragment, encroach upon, or displace such uses, shall not be permitted.

- 2. Property within the Rural category shall not be converted to a more intense land use category unless the subject site adjoins the Urban Service Area or a designated Rural Community.
- 3. Non-residential development shall be subject to design standards that preserve the scenic and rural character of this category and protect existing rural residential development from offsite impacts of non-residential development. Design standards shall include, but not be limited to, signage, lighting, parking, landscape buffers, and building materials.
- 4. Existing uses and structures listed on the local or national historic register at the time of adoption of this amendment shall be considered conforming.

#### **FUTURE LAND USE MAP CATEGORIES**

#### Objective 2.2: [L]

(REV. EFF. 7/26/06)

To coordinate future land uses with suitable topography and soil conditions, the protection of natural resources and with the availability of adequate infrastructure through the establishment of a Future Land Use Map depicting appropriate land use categories. In order to fulfill this intent, the Land Use Plan establishes policies and guidance for the mapping of Future Land Use Categories, which are depicted on the Future Land Use Map. These categories are designed to promote a variety of land use types and patterns to meet the needs of the community.

The Tallahassee-Leon County Comprehensive Plan shall promote appropriate location of land uses and regulation of development density and intensity based upon: (1) protection of conservation and preservation features; (2) compatibility with adjacent existing and future residential land uses; (3) access to transportation facilities in keeping with their intended function; and (4) the availability of infrastructure.

The Plan shall also establish policies and guidance for the mapping of Future Land Use Categories, which are depicted on the Future Land Use Map. These categories are designed to promote a variety of land use types and patterns to meet the needs of the community and are shown on the following maps:

#### NOTES APPLICABLE TO URBAN AREA FUTURE LAND USE MAP

(REV. EFF. 3/14/07)

Parcels 21-26-35-C-0010, 21-26-35-C-0020, 21-26-35-C-130 may be developed as an independent living facility for the elderly only if a Planned Unit Development is approved which includes Parcels 21-26-51-000-0040, 21-26-51-000-0050, and 21-26-51-000-120. Development intensity on the vacant parcels is limited to 45 units and 34,000 square feet and building height is limited to three stories. If the Planned Unit Development is not completed or approved, the vacant parcels shall only be developed as low-density residential development allowed under the R-1 or R-2 zoning districts.

Parcel 11-08-20-630-0000 shall only be developed with general office that may include a lending institution with a drive-through facility on the first floor. The total amount of development is limited to 30,000 square feet. The architecture and site design must be consistent with the adjacent Thomasville

Road/I-10 Planned Unit Development. Site plans must be submitted to the Live Oak Plantation and Piedmont Neighborhood Associations, the 1300 Live Oak Plantation Property Owners Association, as well as the developers of the Thomasville Road/I-10 Planned Unit Development for comments prior to submitting the site plan to the City. The area designated University Transition with hatching is subject to Transportation Element Objective 2.2, which may limit density to less than the maximum permitted by the category.

#### NOTES APPLICABLE TO LEON COUNTY FUTURE LAND USE MAP

(REV. EFF. 6/19/07)

The allowable density is limited to 200 single-family residential dwelling units on parcels 15-17-20-224-0000 and 15-20-20-034-0000 combined and no non-residential development is permitted on these parcels. Also, for these parcels at least 50% of the entire combined acreage must be placed in permanent open space. The permanent protection of this open space shall be further defined through the PUD process. (Parcels) 12-02-20-602-0000 and 12-11-20-202-0000 will be developed at a cumulative density no greater than 81 residential detached units.



2018 Comprehensive Plan Amendment Cycle LMA201804 East Mahan Drive

#### **Attachment #3**

Referenced Land Development Regulations

#### Sec. 10-6.613. Urban fringe zoning district.

(a) Purpose and intent. The urban fringe zoning district is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. The district allows for very low-density residential development of no greater than one unit on three acres of land, agricultural, and silvicultural activities. Residential development will also be allowed a gross density of one unit per three acres if developed as a Conservation Subdivision as described in Section 10-7.204.

For sites developed under the previously available "25-75" clustering option, the remaining undeveloped portion (75 percent) may continue to be preserved as undisturbed open (green) space until such time as these sites are included in the urban service area and become eligible for development at urban densities. As an alternative, sites developed under the previously available "25-75" clustering option may seek to develop the undeveloped portion (75 percent) at the urban fringe densities described above prior to the sites inclusion in the urban service area. For either development option, review by the Board of County Commissioners shall be requested to authorize development of these undisturbed open (green) spaces.

To conveniently serve area residents, smaller scale, low intensity commercial development is permitted in this district. To maximize efficiency in the development of agricultural and silvicultural resources located within this zoning district and surrounding areas, agriculturally and silviculturally related industrial activities such as milling, are permitted. Community facilities are also permitted in this district.

- (b) Allowable uses. For the purpose of this chapter, the following land use types are allowable in the urban fringe zoning district and are controlled by the land use development standards of this chapter, the comprehensive plan and schedules of permitted uses.
  - (1) Low density residential.
  - (2) Agricultural.
  - (3) Silvicultural.
  - (4) Light industry--Agriculturally and silviculturally related only.
  - (5) Passive recreation.
  - (6) Active recreation.
  - (7) Minor commercial.
  - (8) Neighborhood commercial.
  - (9) Community services.
  - (10) Light infrastructure.

- (11) Heavy infrastructure.
- (c) List of permitted uses. Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Allowable uses, appropriate permit level and applicable development and locational standards in the urban fringe district are as follows:

 $P = \mbox{ Permitted use } \qquad \qquad R = \mbox{ Restricted use } \qquad \qquad S = \mbox{ Special exception}$ 

Legend

Ag = Agricultural

MC = Minor commercial

NC = Neighborhood Commercial

Legend

PR = Passive recreation

AR = Active recreation

CS = Community services

LR = Low-density residential

				Developm	ent and L	ocational	Standards		
SIC Code	Name of Use	Ag	MC	NC	LR	PR	AR	CS	PS
	RESIDENTIAL								
	Dwelling, one- family	Р			Р				
	Dwelling, two- family	Р			Р				
	Dwelling, mobile home	Р			Р				
	Mobile home park				R				
	AGRICULTURE, FORESTRY, AND FISHING								
01	Agricultural productionCrops	Р							
0181	Ornamental nursery products	Р							
02	Agricultural production Livestock	Р							
074	Veterinary services	Р	Р	Р					
0781	Landscape counseling and planning	R							
092	Fish hatcheries and preserves	Р							
	MINING								
1//	Sand and gravel	S							
144 145	Clay, ceramic, and refractory minerals	S							
	MANUFACTURING			<u> </u>		-			
201	Meat products	R		<u> </u>		<del> </del>			
202	Dairy products	R							

				Developm	nent and I	ocational	Standards	<u> </u>	
SIC		Ag	MC	NC NC	LR	PR	AR	cs	PS
Code	Name of Use								
204	Grain mill products	R							
21	Tobacco products	R							
24	Lumber and wood products	R							
	TRANSPORTATION AND PUBLIC UTILITIES								
401	Railroads		Р	Р				S	
43	Postal service		Р	Р					
483	Radio and television broadcasting							R	
	RETAIL TRADE								
521	Lumber and other building materials		Р	Р					
523	Paint, glass, and wallpaper stores		Р	Р					
525	Hardware stores		Р	Р					
526	Retail nurseries and garden stores		Р	Р					
533	Variety stores		Р	Р					
539	Misc. general merchandise stores		Р	Р					
541	Grocery stores		Р	Р					
542	Meat and fish markets		Р	Р					
543	Fruit and vegetable markets		Р	Р					
544	Candy, nut and confectionery stores		Р	Р					
545	Dairy products stores		Р	Р					
546	Retail bakeries		Р	Р					
553	Auto and home supply stores		Р	Р					
554	Gasoline service stations		Р	Р					
	Convenience store		Р	Р					
581	Eating and drinking places		R	Р					
591	Drugstores and proprietary stores		Р	Р					
592	Liquor stores		Р	Р					
593	Used merchandise stores		Р	Р					
5941	Sporting goods and bicycle shops		Р	Р					
5943	Stationery stores		Р	Р					

				Develop	nent and I	ocational	Standards		
SIC		Ag	MC	NC	LR	PR	AR	CS	PS
Code	Name of Use	A.g	IVIO	140	LIX	110	7110	00	13
5961	Catalog and mail- order houses		Р	Р					
5983	Fuel oil dealers		S						
5984	Liquefied petroleum gas dealers		S						
5992	Florists		Р	Р					
5993	Tobacco stores and stands		Р	Р					
5994	News dealers and newsstands		Р	Р					
5995	Optical goods stores		Р	Р					
5999	Miscellaneous retail stores, nec		R	R					
	FINANCE, INSURANCE, AND REAL ESTATE								
6553	Cemeteries		Р					Р	
	SERVICES			<u> </u>					
702	Rooming- and boardinghouses; dorms				R				
703	Camps and recreational vehicle parks						R		
721	Laundry, cleaning, and garment services		R	R					
7215	Coin-operated laundries and cleaning		Р	Р					
723	Beauty shops		Р	Р					
724	Barber shops		Р	Р					
725	Shoe repair and shoeshine parlors		Р	Р					
7334	Photocopying and duplicating services		Р	Р					
7335	Commercial photography		Р	Р					
7336	Commercial art and graphic design		Р	Р					
7353	Heavy construction equipment rental	R							
7359	Equipment rental and leasing, nec	R							
753	Automotive repair shops		R	R					
754	Automotive services, except repair		Р	Р					

				Developm	ent and L	ocational	Standards		
SIC		Ag	MC	NC NC	LR	PR	AR	CS	PS
Code	Name of Use								
762	Electrical repair shops		Р	Р					
764	Reupholstery and furniture repair		Р	Р					
784	Video tape rental		Р	Р					
791	Dance studios, schools, and halls		Р	Р					
7991	Physical fitness facilities		Р	Р					
7992	Public golf courses						S		
	Elementary and secondary schools							S	
822	Colleges and universities								S
823	LibrariesLess than 7500 sq. ft.		Р	Р					
823	Libraries7500 sq. ft. or more							R	
824	Vocational schools								S
835	Day care services		R	Р					
836	Residential care		R	Р					
841	Museums and art galleries						S		
842	Botanical and zoological gardens						S		
864	Civic and social associations							Р	
866	Religious organizations							Р	
	PUBLIC ADMINISTRATION								
922	Public order and safety							Р	
9221	Police protection							Р	
9223	Correctional institutions							S	
9224	Fire protection							Р	
	RECREATION								
	Hiking and nature trails					Р			
	Picnicking					Р			
	Canoe trails					Р			
	Bicycle trails					Р			
	Horseback riding trails					Р			
	Tot lots						Р		
	Court sports						Р		
	Field sports						Р		
	Boat landings						Р		
	Archaeological historic sites					S			

(d) The maximum allowable gross square footage in the urban fringe district is as follows:

COMMERCIAL LAND USE TYPE	URBAN FRINGE
MINOR*	
Total location Single site or quadrant Single structure	20,000 10,000 5,000
NEIGHBORHOOD**	1 400 000
Total location Single site or quadrant Single structure	100,000 100,000 50,000

<sup>\*</sup> Maximum 10,000 gross square feet, if located on a local street.

(e) The minimum development standards in the urban fringe district are as follows:

	Low Densit Residential	у	Commercia	l			
	Noncluster	Cluster	Noncluster	Cluster	Agricultural- Related Industrial	Community Services; Active Recreation; Public, Primary and Secondary Schools	Comp. Plan Policy 2.1.9. Subdivision
MINIMUM SETBACKS	(FEET)						
Front yard							
Building	30	30*	30	25*	50	30	25
Parking			40	40*	50	40	
Corner yard							
Building	30	30*	30	25*	50	30	25
Parking			40	40*	50	40	
Side yard					_	_	
Building	20	20*	40	20*	50	40	15
Parking			40	20*	50	40	
Rear yard					_	_	
Building	50	50*	50	30*	50	50	50
Parking			40	10*	50	50	50
Adjoining lower intens	ity zoning di	strict			_	_	
Building					100		
Parking					100		
Maximum percent impervious surface area	30	25**	30	25**	30		30
Heights (feet)				-			
Maximum at building envelope perimeter	35	35	35	35	35	35	35

<sup>\*\*</sup> Only one neighborhood commercial site (quadrant) will be permitted at the intersection of a major collector and arterial road. The maximum allowable commercial development permitted at the neighborhood commercial area located at the intersection of two major collectors is 50,000 sq. ft. g.s.l.a.

	Low Density C Residential		Commercia	I			
	Noncluster	Cluster	Noncluster	Cluster	Agricultural- Related Industrial	Community Services; Active Recreation; Public, Primary and Secondary Schools	Comp. Plan Policy 2.1.9. Subdivision
Maximum additional height/additional zoning setback	l'/1'	l'/1'	l'/1'	l'/1'	l'/1'	l'/1'	l'/1'
Total maximum height	-	35	45	45	45***	45	
Minimum lot frontage	15	15	40	40	100		15
Minimum lot area	3.0	0.5	3.0	0.5	10.0		0.5

<sup>\*</sup> This number applies to the perimeter setback only.

- (f) Development standards. All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (Subdivision 3 of Division 5 of Article VII).
- (g) Restricted uses and special exception uses. If uses are restricted or are special exception according to the schedule of permitted uses, they will not be allowed unless they follow the general development guidelines for restricted uses or for special exceptions as provided in this division. Specific restricted uses are addressed below.
  - (1) Eating and drinking establishments (SIC 581): No drive-in or drive-thru facilities are permitted within this district.
  - (2) Laundry, cleaning and garment services (SIC 721): Does not include dry cleaning plant operations; pick-up stations only.
  - (3) Funeral services and crematoriums (SIC 726): This use requires 100 percent opacity surrounding perimeter with exception of access point.
  - (4) Camps and recreational vehicle parks (SIC 703).
    - a. A site plan shall be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
      - 1. Sanitary facilities shall be provided.
      - 2. Not more than ten campsites per acres shall be provided.
      - 3. Individual campsites, roadways, and accessory structures shall be located to meet the minimum building setback standards from the exterior property lines of the campground.

<sup>\*\*</sup>Maximum percent impervious area of developable portion of site.

<sup>\*\*\*</sup> This height applies to habitable portion of an industrial structure

- (5) Heavy construction equipment rental and equipment rental and leasing (SIC 7353 and 7359).
  - a. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
    - 1. Such equipment rental and leasing must be associated with timbering and/or agribusiness.
    - 2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.

#### (6) Mining activities.

- a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes SIC items 144 and 145.
- b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
  - 1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner or owners prior to site plan approval or if the adjacent property is also used as a mining activity.
  - 2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and

- the Tallahassee-Leon County Long Range Transportation Plan.
- 3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.
- 4. Fencing requirement: All areas proposed for use, currently used, or previously used, in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined to be a reclaimed open-pit mine by the county administrator or designee. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language to indicate that there may be hazardous conditions on the premises.

farm's products.

#### Sec. 10-6.612 Rural

(8) Passive recreation (9) Light infrastructure

(10) Cemeteries

1. District Intent			2. Allowable District Location
	ict is to maintain and promote agriculture, silviculture, and natural resource-based activities, preserve nati		district may only be located within areas designated Rural on
	stas and pastoral development patterns that typify Leon County's rural areas. Allowable land uses within the		uture Land Use Map.
	vities, very low density residential, and community and passive recreational facilities. Non-residential		
	I facilities, that are not functionally related to and supportive of agriculture, silviculture and other natural re ing district. This district is not intended to accommodate commercial activities designed to service bas		
	as well as restricted uses, may be allowed in this district but shall be limited to the locational and design star		
	rve existing Rural lands from fragmentation and to promote infill and redevelopment within the Urba		
	ot planned or programmed for this area. Design standards and development standards for non-residentia		
uses, as noted herein, shall be requ	ired to prevent encroachment and fragmentation of agricultural uses as well as to ensure compatibility with	adjacent uses.	
	PERMITTED, PROHIBITED, AND RESTRICTE	EDITICES	
	PERIMITTED, PROHIBITED, AND RESTRICTE		O Devel Assessment of Francisco III.
			6. Rural Accessory Uses Functionally
			Related to Bona-Fide Agriculture,
			Silviculture or Natural Resource-
3. Principal Uses	4. Prohibited Uses	5. Restricted Uses	Based Activities
(1) Agricultural	(1) Manufacturing	(1) Mining	Pursuant to Section 823.14, F.S., a bona-fide
(2) Silviculture	(2) Extraction and bottling of mineral or springwater – wholesale	(2) Landscape counseling and	farm operation shall be exempt from local
(3) Wholesale Trade: Farm-product	(3) High Pressure well stimulation/Acid Fracturing and/or Hydraulic Fracturing	planning	regulation, ordinance, rule or policy that
raw materials	(4) Gas stations, fuel oil and liquefied petroleum products	(3) Airports, flying fields and servi	, , ,
(4) Wholesale Nursery Products	(5) Convenience stores	(4) Camps and recreational vehicle	· ·
(5) Rural commercial	(6) Grocery stores	parks	classified as agricultural land pursuant to s.
(6) Community services	(7) General merchandise sales	(5) Botanical and zoological garde	
(7) Low-density residential (single, two-family, or manufactured	(8) Drug stores (9) Automotive repair	<ul><li>(6) Archaeological historical sites</li><li>(7) Commercial kennels</li></ul>	Pursuant to Section 823.14(3)(b), F.S., "farm
home)	(10) Motor vehicle racing tracks/amusement parks	(8) Veterinary clinics	operation" shall mean all conditions or activities
(8) Passive recreation	(11) Heavy Infrastructure (with the exception of those listed under restricted uses)	(9) Riding academies/livery or	which occur on a farm in connection with that
(0) 11 1 1 1 6	(12) Heavy mindstructure (with the exception of those infect dide)	(5) manig academics/iivery of	for the state of the family and the state of

7. Development Star	dards									
Use Category	a. Lot area (acres)	b. Minimum lot frontage	c. Front yard setback	d. Corner yard setback	e. Side yard setback	f. Rear Yard Setback	g. Maximum percent impervious surface area	h. Maximum height at building envelope perimeter	i. Maximum height per additional setback	j. Total maximum height
Low Density Residential	10 acres minimum	15 feet	30 feet	30 feet	20 feet	50 feet	30	35 feet	1′/1′	Not applicable
Rural Commercial	3.0 acres minimum; 5.0 acres maximum*	40 feet	50 feet building, 50 feet parking	30	35 feet	1'/1'	45 feet			

(12) Active recreation (with the exception of those listed under restricted uses)

natural resource-based activities within the Rural zoning district.

(13) Other uses which are not functionally supportive of and accessory to established agricultural, silvicultural or

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boarding stables

7. Development Stand	ards									
Use Category	a. Lot area (acres)	b. Minimum lot frontage	c. Front yard setback	d. Corner yard setback	e. Side yard setback	f. Rear Yard Setback	g. Maximum percent impervious surface area	h. Maximum height at building envelope perimeter	i. Maximum height per additional setback	j. Total maximum height
Community Services	3.0 acres minimum; 5.0 acres maximum	40 feet	50 feet building, 50 feet parking	30	35 feet	1′/1′	45 feet			
Restricted Uses; Passive Recreation Facilities	3.0 acres minimum	Not applicable	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	30	35 feet	1'/1'	45 feet
Comp. Plan Policy 2.1.9 Subdivision	0.5 acres minimum	15 feet	25 feet	25 feet	15 feet	50 feet	30	35 feet	1'/1'	Not applicable

#### 8. Development Standards for Community Service uses:

Community Service uses shall also be subject to the buffer zone standards (section 10-7.522), the parking and loading requirements (Subdivision 5 of Article VII) and applicable design standards outlined in subsection 11 of this section.

- (1) Single structure: 5,000 gross square feet maximum.
- (2) Site area: 3 acres minimum; Maximum of 5 acres.

#### 9. Rural Commercial Intersection Location Standards:

The intersection location standard is intended to group rural commercial activities toward intersections to provide access and to prevent fragmentation of agricultural uses.

- (1) Major Function:
  - Provide sales and services functionally related to and supportive of agriculture, silviculture and natural resource-based activities.
- (2) Location
  - On or near the intersection (access within 330 feet of the centerline of the intersection) of an arterial/arterial or arterial/major collector roadway.
- (3) Site area:
  - 3.0 acres minimum with a maximum of 5.0 acres per quadrant.
- (4) Allowable building square footage:
  - Maximum of 10,000 gross square feet per intersection (only 2 quadrants per intersection may be developed for rural commercial). Single structure limited to a maximum of 5,000 gross square feet.

#### 10. Development standards for restricted uses.

All proposed restricted uses shall meet the applicable provisions of Section 10-6.611 (Special Exception uses and Restricted uses); the applicable design standards noted in subsection 11 of this section; the buffer zone standards (section 10-7.522); and, the parking and loading requirements (Subdivision 3 of Division 5 of Article VII). All restricted uses shall be limited to a maximum building area of 2,000 gross square feet per acre with no more than 5,000 gross square feet of retail commercial or office space. The following restricted uses require satisfaction of additional criteria:

#### (1) Mining activities.

- a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes NAICS items 212321 and 212324.
- b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
  - 1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property

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#### 10. Development standards for restricted uses (Continued).

- owner or owners prior to site plan approval or if the adjacent property is also used as a mining activity.
- 2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.
- 3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.
- 4. Fencing requirement: All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the county administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.
- (2) Camps and recreational vehicle parks (NAICS 721211 and 721214).
  - a. All camps and recreational vehicle parks must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
    - 1. Sanitary facilities shall be provided.
    - 2. Not more than five campsites per gross acre shall be provided.
    - 3. Individual campsites, roadways, and accessory structures shall be located to meet the minimum building setback standards from the exterior property lines of the campground.
- (3) Airports, flying fields and services
  - a. All airports, flying fields and services must meet the specific development standards as noted in this section and as required by state or federal law, and shall require review and approval by the Board of County Commissioners following a duly noticed public hearing.

#### 11. Site Design Criteria.

Rural commercial uses, as well as restricted uses, may be allowed in this district but shall be limited to the locational and design standards as noted herein.

- (1) A plan and supporting narrative must be submitted pursuant to the applicable site and development plan process outlined in Article VII that demonstrates compliance, as applicable, with the following:
  - a. Freestanding onsite signs shall be limited to monument-style signs and the sign base shall be consistent with the materials and design context of the primary onsite building. Signs shall be illuminated with externally mounted lighting focused on the sign in a manner that limits off-site illumination. Internally illuminated signs and pole signs are prohibited. For sites not located at intersections, onsite ground signs shall be limited to no more than 32 square feet in area and limited to no more than 10 feet in height.
  - b. Building design standards including any proposed accessory buildings and structures shall reflect or compliment the local vernacular architectural style. Building facade treatments and materials shall provide architectural interest through, but not limited to: the utilization of fenestration that allows for natural surveillance and gabled or parapet roof treatments.
  - c. On-site lighting including 24-hour security lighting shall be wall mounted with illumination focused on the building in a manner that limits off-site illumination, consistent with the "Dark Sky Friendly" guidelines.
  - d. All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
  - e. Lighting at the property line (six feet above ground) adjacent to residential uses shall not exceed 0.1 foot candles.
  - f. Lighting for parking areas shall not exceed 15 feet in height as measured from average grade to the light fixture.
  - g. Perimeter buffering and/or fencing requirements shall be based on the density of the adjacent residential uses. If the adjacent residential density is 0.5 dwelling units per acre or greater, a Type C buffer shall be required. A wooden buffer fence may be utilized on sites where the required vegetative buffer cannot be established based on site limitations or constraints.
  - h. The trash collection dumpster shall be accessible to waste collection vehicles, and shall be located in the side or rear setback area of the onsite principle building. The dumpster shall be screened with a material and design treatment consistent with the building façade of the principle building.
  - i. All appurtenant mechanical and electrical equipment, outside collection/drop-off/storage areas, and other accessory or ancillary structures shall be screened from public view. The screening material shall be consistent with the materials and design context of the primary onsite building.
  - j. The site design shall integrate internal and where appropriate external pedestrian circulation and interconnection including the accommodation of bike circulation were applicable.
  - k. The hours of operation shall be limited to 6:00 am to 10:00 pm.
  - I. To ensure compatibility, other site design treatments and considerations may be applicable to the proposed use and shall be identified during the proposed project's application review meeting.

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#### **GENERAL NOTES:**

- 1. If central sanitary sewer is not available, residential development shall provide no less than 0.50 acre of buildable area. Nonresidential development and community service facilities are limited to a maximum of 900 gallons of wastewater flow per day. Refer to sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
- 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
- 3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).

#### Footnotes:

\* If subdivision is proposed to create the rural commercial parcel, then the remaining portion of the property shall meet the minimum lot size standards noted herein.

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### **Citizens Comments**

# LMA201804 East Mahan Drive

Received as of March 5, 2018

ATTAL Comprehensive Planning Division

ATTN: Comprehensive Planning Division 300 South Adams Street

Tallahassee, Florida 32301

Telephone: (850) 891-6400

Fax: (850) 891-6404

Attachment #5

Page 2 of 7

#### Amendment # LMA201804

I/We as owner(s) of property at this address: 3860 Beechnot Gom Wish the information below to be considered by the Local Planning Agency and the City/County Commissions:

Please restore this property to a RURAL designation!

Johanna C. Frese

mailing

9601-33 Micogokee Rd

Tallahossen Storida

32309

Johanna Christine Frese 9601–33 Miccosukee Rd. Tallahassee, Florida 32309 TALLAHASSE FL 323

Dullahassee-Leon Crunty Planning Department ATTW: Comprehensine Planning Vinision 300 South adense Street Tallahasses, Filorida 32301

32301-173759

From: jacnrg@aol.com
To: CMP\_PLN\_AMND
Cc: Calhoun, Sherri

Subject: 2018 Comp Plan Public Comment Submission Date: Thursday, November 02, 2017 5:58:17 PM

• Amendment: PCM201801 Map

• Name: Jan Campbell

• Address: 9601 Miccosukee

City: TallahasseeState: FloridaZip: 32309

• Email Address: jacnrg@aol.com

• **Comments:** Don't know which map applies, but do prefer more RURAL zoning, so efficient in-town building infill can be encouraged.

TALLAHMESEE FIL 303

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TALCAHASSZE-LEON COUNTY PLANNING DEI V: COMPREHENSIVE PLANNING DIVISION 300 S. ADAM S STREET LLAHASSEE, FL

31301

92301-173799

<u> կվարդիվերիկիկիկին իրիկանին վերիկին ին արևակիր բանաի</u>

Tallahassee-Leon County Planning Department ATTN: Comprehensive Planning Division 300 South Adams Street

Tallahassee, Florida 32301

Telephone: (850) 891-6400

Fax: (850) 891-6404

Amendment # PCM201804

SPRADLIN) I/We as owner(s) of property at this address: CAROL D. DENNING wish the information below to be considered by the Local Planning Agency and the City/County Commissions:

ALL THE CONSTRUCTION OF APARTMENTS FOR BOTH STUDENTS NOT AN AREA OF SINGLE FAMILY DWELLINGS

SIGNED:

BE LEFT TO THRIVE & EARICH THEIR COMMUNITY = NEIGHBORHOOD? PLEASE REFUSE THE AMENDMENT REQUEST.

ATTN: Comprehensive Planning Division 300 South Adams Street Tallahassee, Florida 32301

Telephone: (850) 891-6400

Fax: (850) 891-6404

Attachment #5 Page 6 of 7

Amendment # LMA201804	
I/We as owner(s) of property at this address: 9601 Mccosuke Rd #58 to be considered by the Local Planning Agency and the City/County Commissions:	wish the information below
I support the return to RURAL DESIGN	ATION for the
above property.	
SIGNED: June Terrell	

ATTN: Comprehensive Planning Division

300 Sou

Tallahas:

Telephone: (850) 891-6400

Attachment #5 Page 7 of 7

Amendn

I/We as owner(s) of property at this address: 9601 M to be considered by the Local Planning Agency and the

RECEIVED

2017 DEC -7 A 9 29

TAT LANG SSEE/LECH CO

92301-173759

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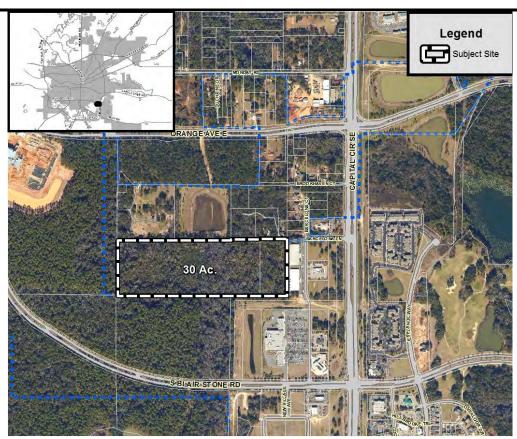
FL 32301

TALLAHASSEE FL 323 05 DEC 2017 PM 2 L





# **2018 Comprehensive Plan Amendment Cycle**LMA201805 Barcelona Offices



#### **SUMMARY**

<b>Property Owners:</b>	Property Location:	TLCPD Recommendation:
Mary Townsend		
Applicant:	Barcelona Lane, off of Capital Circle Southeast,	Approve
Ricardo Hernandez and Martin Diaz-Yabor	between Blair Stone Road and Orange Ave.	
TLCPD Staff:	Current Future Land Use & Zoning:	LPA Recommendation:
Julie Christesen	Future Land Uses: Urban Residential 2 (UR-2), Suburban (SUB), Activity Center (AC) Zoning: Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC)	Ammuono
<b>Contact Information:</b>	Proposed Future Land Use & Zoning:	Approve
Julie.christesen@talgov.com (850) 891-6400	Future Land Use: Suburban (SUB) Zoning: Office Residential 2 (OR-2)	
<b>Date:</b> October 23, 2017	Updated: March 1, 2018	1

#### LMA201805: Barcelona Offices

Page 2 of 15

#### A. REASON FOR REQUESTED CHANGE

The applicant is requesting the proposed amendment in order to develop the 30-acre site as an office complex.

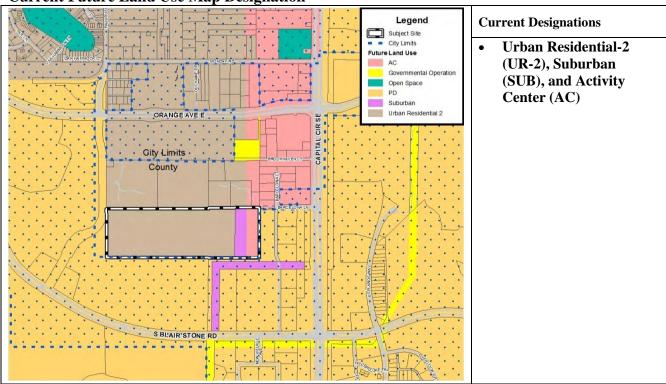
#### B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The subject site is currently designated Urban Residential 2 (UR-2), Suburban (SUB), and Activity Center (AC) on the Future Land Use Map (FLUM). The proposed amendment would change the FLUM designation of the site to Suburban (SUB).

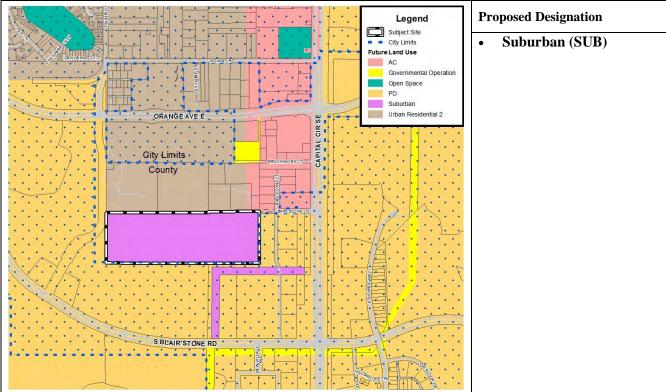
The following maps illustrate the current and proposed FLUM designations for the subject site.

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**Current Future Land Use Map Designation** 



**Proposed Future Land Use Map Designation** 



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#### C. STAFF RECOMMENDATION

Find that the proposed future land use map amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend ADOPTION of the proposed amendment.

Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend APPROVAL of the proposed rezoning.

# D. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION

Find that the proposed future land use map amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend ADOPTION of the proposed amendment.

Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend APPROVAL proposed rezoning.

#### E. SUMMARY OF FINDINGS

Staff presents the following findings of fact:

- 1. The subject site is located within the Urban Services Area. Policy 1.1.1:[L] directs new development to areas within the Urban Services Area.
- 2. Policy 2.2.5 [L] states that the Suburban Land Use Category is intended to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. The proposed offices would be adjacent to a new, large apartment complex, single family housing, the new Tallahassee VA Health Care Center, and a Publix. The offices would be accessible to people traveling via Capital Circle SE, and is located in between two minor arterials, Blair Stone Road and Orange Avenue. Additionally, if a new access road is built the offices would presumably be accessible by Orange Avenue or Blair Stone Road.
- 3. Sec. 10-6.643 of the Tallahassee Land Development Code specifically states that the office Residential 2 (OR-2) district should be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The proposed office development would provide employment opportunities for nearby residential uses.
- 4. The subject site currently lacks adequate roadway access to support traffic generated by an office development. Right-of-way is available on the western side of the subject site where roadway access can be constructed. Additionally, Policy 2.2.5: [L] states that, "In those areas

#### LMA201805: Barcelona Offices

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lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure."

5. Policy 3.2.1: [L] states that unless otherwise provided for by specific policies for the future land use categories in this Plan, site location standards for the location of minor and major office development shall be consistent with the following minimum criteria: Minor offices shall include converted residences at the existing size or newly constructed building less than 10,000 square feet and .25 floor area ratio or less. Maximum size shall be 2,500 square feet if located on a local street. Minor offices may access a local street in the unincorporated area. Within the City, minor offices may access a local street if it is a designated nonresidential street. Major offices shall include office buildings that exceed one or more of the minor office thresholds and unless specifically permitted by other Plan policies, shall be limited to having access to a major collector or arterial road.

## Glossary:

OFFICE: (REV. EFF. 6/25/96) Generally, a room, group of rooms, or building used primarily for conducting the affairs of a business, profession, service, industry or government. An office shall not include the sale of goods for a profit as its primary use. For purposes of this Plan, the following are categories of office intensity:

MINOR: (REV. EFF. 6/28/95) Converted residence at the existing size or newly constructed building less than 10,000 square feet and .25 floor area ratio or less. Maximum of 2,500 square feet if located on a local street.

MAJOR: (REV. EFF. 6/28/95) An office building or buildings with more than a .25 floor area ratio, or at least 10,000 square feet. This includes a series of buildings within a subdivision that when combined is equal to or exceeds these thresholds.

#### **STAFF ANALYSIS**

## History and Background

The applicant is under contract to purchase the subject site contingent on several factors, including the change of land use and zoning. The applicant's interest in this property followed the announcement that several large State of Florida offices were planning to relocate from downtown Tallahassee and would need new office space. The subject site is in an area of interest identified for these new offices.

#### Current and Proposed Future Land Use Categories

Attachment #1 includes the complete comprehensive plan policies for the current and proposed future land use categories:

- o Policy 2.2.5: [L]: Suburban (current and proposed for the entire subject site)
- o Policy 2.2.9: [L]) Activity Center (current)
- o Policy 2.2.24: [L]: Urban Residential 2 (current)

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## Urban Residential 2 (UR-2), Suburban (SUB), and Activity Center (AC) (Current)

Currently, the 30-acre subject site has three future land use designations: UR-2 (approximately 25 acres), SUB (approximately 2.5 acres), and AC (approximately 2.5 acres). Under these categories, the site could be developed up to 45 Dwelling Units (DU)/acre in some parts, and others would be limited to 20 DU/acre. The primary intent of the UR-2 land use category, which is to be applied only within the Urban Services Area, is to encourage a range of housing density (up to 20 DU/acre), thereby promoting infill development, reducing urban sprawl, and maximizing the efficiency of infrastructure. The SUB land use category is intended to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The AC land use designation is designed for properties to function as urban activity centers by primarily providing for community wide or regional commercial activities located in proximity to multi-family housing and office employment centers. It is intended to provide large scale commercial activities to serve retail needs of large portions of the population.

The UR-2 land use designation does not allow for office or commercial development. Therefore, to develop offices on the site, the land use designation on the Future Land Use Map would need to be amended.

## **Suburban** (Proposed)

The SUB designation is intended to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses.

Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category (in this case Office Residential-2), and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use category.

Approximately 2.5 acres of the subject site is already designated SUB.

The proposed amendment would allow up to 20 dwelling units per acre on the entire subject site. This is the same maximum gross density currently allowed in the Urban Residential-2 (approximately 25 acres of the subject site) and the Suburban (approximately 2.5 acre of the subject site) Land Use categories. This would be a reduction in the allowable density on the 2.5 acres currently designated Activity Center, which allows up to 45 units per acre. The Suburban Land Use category, like the Activity Center Land Use category, allows non-residential development. The intensity of non-residential development is based on the Suburban Intensity Guidelines (Table 4) in Policy 2.2.5 (included as Attachment #1).

#### Consistency with Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan.

### LMA201805: Barcelona Offices

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Policy 1.1.1: [L] directs new development to areas within the Urban Services Area. The policy states, "In order to discourage urban sprawl, new development shall be concentrated in the urban service area plus in the Woodville Rural Community future land use category and the rural communities of Capitola, Chaires, Ft. Braden and Miccosukee, as designated on the future land use map." The subject site is located within the Urban Services Area.

Policy 2.2.5: [L] implements the Suburban land use policy. The Suburban designation is intended to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

As is the intention of the Suburban land use designation, the development of the subject site into offices may help create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Property designated as Urban Residential-2 is located directly north of the subject site. This proximity to Urban Residential-2 is consistent with the Suburban Land Use category, which is intended to have convenient access to low to medium density residential land uses. Buffering requirements between the land use designations as required by the land development code would be addressed during the site planning process.

Policy 2.2.24: [L] implements the Urban Residential-2 land use policy. Urban Residential-2 may serve as a transition category between lower density residential categories and more intensive development such as higher density residential and/or office land uses or major roadways where alternative modes of transportation are available to support the increased residential densities. The category is not intended to be applied within the interior of an existing designated residential preservation area, unless to correct, legal non-conforming uses and/or densities. The maximum residential density within the Urban Residential-2 category is 20 units per acre.

As shown on the map below, the subject site is adjacent to the Southeast Sector Plan Area on three sides (west, east, and south). Objective 10.1: [L], the Southeast Sector Plan "shall contain design standards that promote compact commercial development, walk to shopping, higher density housing in close proximity to offices, commercial uses and employment centers." While the subject site is not located within the Southeast Sector Plan Area, the proposed amendment and rezoning would allow development consistent with the intent of the adjacent area. The property to the north of the subject site is designated Urban Residential-2.



# Zoning

Attachment #2 includes the zoning district charts for the current and proposed zoning districts:

- o Section 10-6.637: R-3 Single- and Two-Family Residential District (current)
- o Section 10-6.614: AC High Intensity Urban Activity Center District (current)
- o Section 10-6.643: OR-2 Office Residential 2 (proposed)

Section 10-6.643: The subject site is proposed to be rezoned to the Office Residential-2 (OR-2) District, which is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. This proposed rezoning is consistent with the surrounding zoning districts, which permit a mixture of uses.

### LMA201805: Barcelona Offices

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One of the principal uses of the OR-2 zoning category is non-medical offices and services, including business and government offices and services. The proposed development is consistent with this, as the applicant would like to develop the site with non-medical offices.

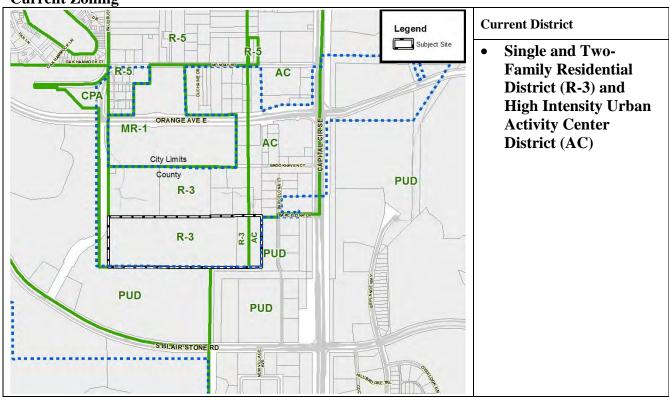
Directly to the North of the subject site is R-3 Single- and Two-Family Residential District zoning. Section 10-6.637 defines the R-3 District, which is intended to be located in areas designated Bradfordville Mixed Use, Urban Residential, Urban Residential-2, or Suburban on the FLUM of the Comprehensive Plan which contain or are anticipated to contain a wide range of single-family and two-family housing types. In addition to single-family attached and detached dwellings, two-family dwellings, and zero lot line single-family detached dwellings, permitted principal uses for the R-3 District include community facilities related to residential uses including religious facilities, police/fire stations, and elementary, middle, vocational, and exception student education schools; golf courses; passive and active recreation facilities.

If this amendment is approved, buffering requirements would be addressed according to the land development regulations during the site planning process.

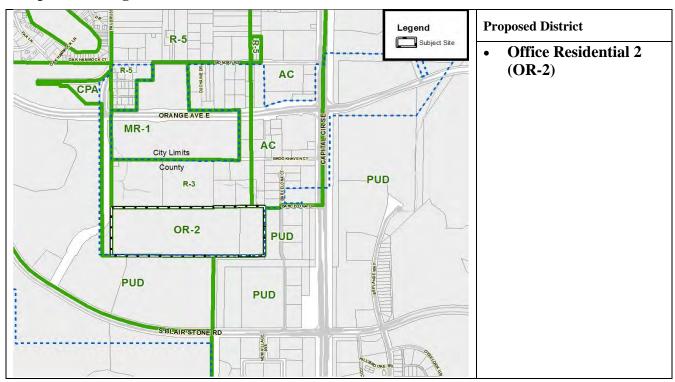
The following maps illustrate the current and proposed zoning for the Subject Site.

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**Current Zoning** 



# **Proposed Zoning**

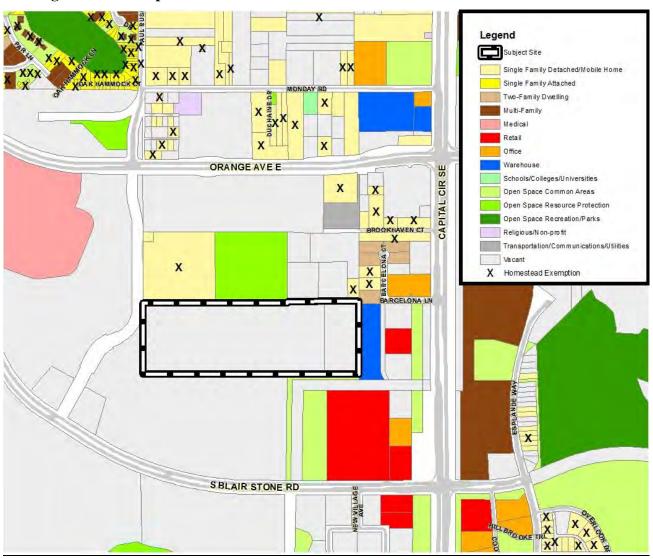


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### **Existing Land Uses**

This 30-acre site is currently undeveloped. Surrounding parcels are a mix of single family detached/mobile homes, retail, warehouse, open space resource protection, and vacant lots. In the time since the land use category of subject site was amended from Mixed Use to Urban Residential-2 in 2006, the area surrounding the subject site has seen additional growth and development. Most recently, the Tallahassee VA (Department of Veterans Affairs) Health Care Center was developed in 2016 within 1/3 mile of the subject site. The subject site is adjacent to a StorQuest Self-Storage, which had one warehouse built in 2008 and a second warehouse built in 2013. The site is also in close proximity to the Southwood Village Shopping Center (Publix Supermarket) built in 2003 and a Burger King built in 2009.

#### **Existing Land Use Map**



## LMA201805: Barcelona Offices

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### Infrastructure Analysis

#### Water/Sewer

The subject site currently has a sewer easement on the lager parcel, 3109206360000, which could potentially tie into the smaller parcel, 310920639000. Alternatively, the sewer could be extended from Barcelona Court to the smaller parcel (310920639000). Water is available to both parcels through Barcelona Lane.

#### Schools

The Subject Area is zoned for Conley Elementary School, Fairview Middle School, and Rickards High School. According to the Leon County School Board, the proposed amendment would have no negative impact to Leon County Schools. A new School Impact Analysis will be submitted once the site plan for the site is determined.

#### Roadway Network

Currently, the only entrance to the subject site is through Barcelona Lane, a local road, located off of Capital Circle SE, a principle arterial road. Barcelona Lane is partly maintained by the City, partly maintained by the County, and partly privately maintained. There is an easement to the west of the larger parcel for the future extension of Paul Russell Road, which could potentially be developed into an access road that could connect Orange Avenue to Blair Stone Road. Orange Avenue and Blair Stone Road are both classified as minor arterials. At this time, current access road conditions would not allow development of the site. The applicant is aware of this access limitation and has coordinated with City of Tallahassee Public Infrastructure and Leon County Public Works Departments. The applicant would be responsible for providing access to the site and would work concurrently with site plan development and approval to provide access to the site. The applicant's acknowledgement of access responsibility is included as Attachment #3.

The subject site is located outside of the Multimodal Transportation District (MMTD) and any future development may be subject to transportation concurrency. Transportation concurrency will be addressed at site plan submission.

#### Pedestrian and Bicycle Network

The site is not immediately accessible via sidewalks, trails, bike lanes, or shared lanes. However, Barcelona Lane does connect to Capital Circle SE, which has sidewalks and bike lanes. Additionally, if access was provided to connect with Blair Stone Road or Orange Ave, both of those roads have sidewalks and bike lanes.

#### Transit Network

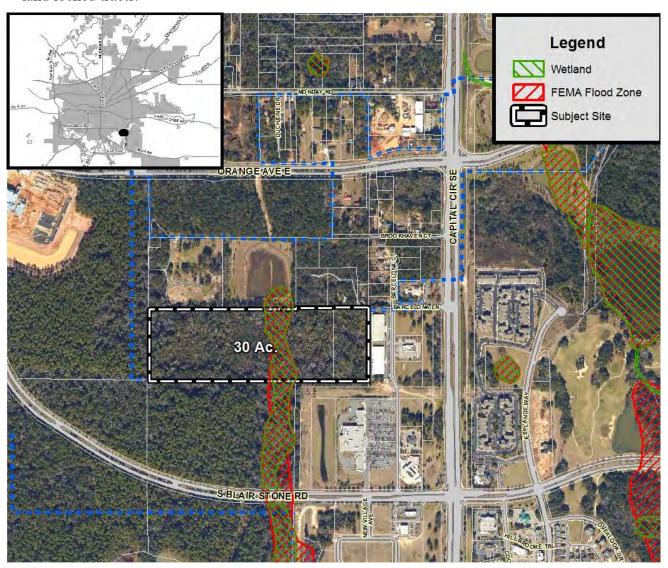
This site is peripherally served by the Southwood Weekday Bus Route. This route runs Monday – Friday from 6:20 am -7:00 pm and comes every 40 minutes. It stops at the C.K. Steele plaza, the Koger Center, and the Southwood Town Center.

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## **Environmental Analysis**

The subject site is currently considered Agricultural Properties by the Property Appraiser and Tax Collector, and is undeveloped. The site is located within the Woodville Recharge Drainage basin, more particularly the Tram Road Closed Basin, as shown on the map below.

Of significance, there are areas of floodplain and wetlands which bifurcate the site, and a terrain grade signature of a potential Karst feature (sinkhole) is located at the northwest corner. In addition to the above, consideration of surface runoff/drainage obligation shall be highlighted, along with the appropriate drainage easement to the benefit of upstream properties to avoid creating "drainage" land locked tracts.



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#### F. PUBLIC OUTREACH AND NOTIFICATION

An initial mailing was sent to 39 property owners within 1,000 feet of Subject Site.

	Public Outreach	Date	Details
X	Mail Notification of Proposed Changes	October 23, 2017	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 19, 2017	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 16, 2017	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	December 20, 2017	Email Subscription Notice sent to all users of service

**Public Open House - November 16, 2017:** 14 citizens attended the first open house to discuss the 2018 Cycle amendments. Of the 14 attendees, five were present to discuss this amendment. They were concerned about how a change in land use and zoning on this property, adjacent to theirs, would increase their taxes.

#### G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

	Cycle 2018 Meetings	Dates	Time and Locations
X	Local Planning Agency Workshop	November 7, 2017	3:00 PM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	January 2, 2018	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	January 23, 2018	1:00 PM, Fifth Floor, Leon County Courthouse
X	Joint City-County Transmittal Public Hearing	February 27, 2018	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	April 10, 2018	6:00 PM, Fifth Floor, Leon County Courthouse

**Local Planning Agency Public Hearing - December 5, 2017:** Due to a Blueprint Intergovernmental Agency (IA) meeting being scheduled for the same afternoon, the members of the Local Planning Agency voted to continue the Public Hearing to the January 2, 2018 Local Planning Agency meeting.

Local Planning Agency Public Hearing – January 2, 2018: The Local Planning Agency supported staff's recommendation of approval based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

Joint City-County Commission Workshop – January 23, 2018: The City and County Commission both raised concerns about access to the site and expressed that there would need to be a new primary access because Barcelona Lane was not an appropriate access. In response to these concerns, the applicant provided a letter to Planning Staff explaining that the main access road will be the Paul Russell Road extension and that the new road will be presented in the site plan approval process.

**Joint City-County Transmittal Public Hearing – February 27, 2018:** The Board of County Commissioners and City Commission voted to approve the proposed amendment.

#### H. ATTACHMENTS

Attachment #1: Comprehensive Plan policies 2.2.24: [L] Urban Residential 2 (UR-2), Policy

2.2.5: [L] Suburban (SUB), and Policy 2.2.9: [L] Activity Center (AC)

Attachment #2: Land Development Code sections 10-6.637 Single- and Two-Family

Residential District (R-3), section 10-6.614 High Intensity Urban Activity Center District (AC), and section 10-6.643 Office Residential 2 (OR-2)

Attachment #3: Email from the applicant regarding roadway access to the site

Attachment #4: Permitted Use Verification from the Leon County Development Support and

**Environmental Management Office** 



# 2018 Comprehensive Plan Amendment Cycle LMA201805 Barcelona Offices

#### Attachment #1

Comprehensive Plan Policies

- Policies 2.2.24: [L] Urban Residential 2 (UR-2),
- Policy 2.2.5: [L] Suburban (SUB),
- Policy 2.2.9: [L] Activity Center (AC)

### Policy 2.2.24: [L]

URBAN RESIDENTIAL 2 (REV. EFF. 7/26/06; REV. EFF. 3/14/07; REV. EFF. 1/22/16) The primary intent of the Urban Residential 2 land use category, which is to be applied only within the Urban Services Area, is to encourage a range of density (4-20 dwelling units per acre) housing, thereby promoting infill development, reducing urban sprawl, and maximizing the efficiency of infrastructure. The implementing zoning district(s) shall contain design standards as well as locational criteria to accomplish these goals. The Urban Residential category allows townhouses, single-family detached, two-family, and multiple-family dwelling units as well as open space/recreation and community facilities related to residential uses. The implementing zoning district(s) within the land development regulations shall further specify the allowable uses. Urban Residential 2 may serve as a transition category between lower density residential categories and more intensive development such as higher density residential and/or office land uses or major roadways where alternative modes of transportation are available to support the increased residential densities. The category is not intended to be applied within the interior of an existing designated residential preservation area, unless to correct, legal non-conforming uses and/or densities. The maximum residential density within the Urban Residential 2 category is 20 units per acre.

### Policy 2.2.5: [L]

### **SUBURBAN (EFF. 3/14/07)**

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

### Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percent- age Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1 <sup>St</sup> Floor Commercial, Recreation, Light Infrastructure, Community Service & Post- Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE <sup>(6)</sup>	
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	65-80%
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ (3) ACRE	Up to 20,000 SQ FT/ACRE (3)	
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ (1) ACRE	80,000 SQ FT/ACRE (2)	35-50%
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	
Light Industrial	Office, Commercial up to 10,000 SQ FT per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post- Secondary Schools and ancillary residential	1 UNIT/ DEVELOP MENT	20,000 SQ FT/ ACRE (9)	5-10%

#### Notes:

- (1) 8 units/acre minimum for exclusively residential;
- (2) Hospitals up 176,000 sq ft/acre;
- (3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
- (4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
- (5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.

- (6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
- (7) 250,000 SF of total development permitted on 20 to 30 acre centers.
- (8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
- (9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.



# 2018 Comprehensive Plan Amendment Cycle LMA201805 Barcelona Offices

#### Attachment #2

Land Development Code Sections

- Section 10-6.637 Single- and Two-Family Residential District (R-3)
- Section 10-6.614 High Intensity Urban Activity Center District (AC)
- Section 10-6.6.43 Office Residential 2 (OR-2)

## Section 10-6.637. R-3 Single- and Two-Family Residential District.

						PERMITT	ED USES			
1. District Intent					2. Principal Use	es			3	. Accessory Uses
The R-3 district is intended to be lo Mixed Use, Urban Residential, Urb Future Land Use Map of the Com anticipated to contain a wide range of types. The maximum gross density a in the R-3 district is 8 dwelling urd dwelling units per acre is required future land use category. The maximum of public easements, conservation features preclude the Certain community and recreational also permitted.	pan Residential 2, or Sub- prehensive Plan which of f single-family and two-fallowed for new residential hits per acre; a minimum when applied to the Urbaninimum density is not concurrency, or presentationment of the minimum	ourban on the ontain or are amily housing development density of 4 in Residential applicable if evation an/or um densities.	iddle, vocation ommunity facil () Golf courses () Passive and a () Single-family () Two-Family	al, and exception ities may be allowed attached dweld detached dweld dweld wellings.	lings.	aries and high	h schools ar	e prohibited. Other	lot with, a incidental principal of comprises of the floothe principal determine Administr (2) Light is services a serve perior by the (1)	or structure on the same and of a nature customarily and subordinate to, the use or structure and which no more than 33 percent or area or cubic volume of ipal use or structure, as d by the County ator or designee. Infrastructure and/or utility and facilities necessary to mitted uses, as determined County Administrator or
				DEVE	LOPMENT STANDARDS				designee.	
	4. Minimum Lot or Si	te Size			m Building Setbacks			6. Maximum Building Re	etrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side- Interior Lot	c. Side- Corner Lot	d. Rear	a. Building Size (excluding gross building used for parking)		b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable		3 stories
Single-Family Attached Dwellings	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	20 feet	not applicable	15 feet	25 feet	maximum length: 8 units		3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable		3 stories
Two-Family Dwelings	8,000 square feet	60 feet	100 feet	20 feet	same as for single-family detached dwellings	15 feet	25 feet	not applicable		3 stories
Any Permitted Principal Non- Residential Use	12,000 square feet	60 feet	100 feet	25 feet	same as for single-family detached dwellings	15 feet	25 feet	10,000 square feet of gross floor area per acre	building	3 stories

#### **GENERAL NOTES:**

- 1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
- 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
- 3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

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## Sec. 10-6.614. High Intensity Urban Activity Center District

- (a) Purpose and Intent. The purpose and intent of high-intensity urban activity center district is to establish an urban activity center providing for community wide or regional commercial activities located in proximity to multi-family housing and office employment centers. This district is intended to provide large-scale commercial activities to serve the retail market of region as well as the community. The intense commercial of this district promotes the efficiency of the transportation system through consolidation of trips and discouragement of the unabated sprawl of commercial activities. Planned, integrated development is required to promote synergy between the different allowable land uses. An integrated pedestrian and bicycle access system shall be provided to afford safe and accessible foot and bike travel between the land uses. The district is intended to facilitate efficient traffic flow by allowing only land uses developed with comprehensively planned access, egress, and internal circulation systems. The district will also allow residential development of complimentary intensity of sixteen (16) to forty-five (45) dwelling units per gross acre.
- (b) Allowable Uses. For the purpose of this article, the following land use types are allowable in this zoning district and are controlled by the Land Use Development Standards of this article, the Comprehensive Plan and Schedules of Permitted Uses.
  - (1) Minor Commercial
  - (2) Neighborhood Commercial
  - (3) Community Commercial
  - (4) Regional Commercial
  - (5) Highway Commercial
  - (6) Minor Office
  - (7) Major Office
  - (8) Office Park
  - (9) Medium Density Residential
  - (10) High Density Residential
  - (11) Passive Recreation
  - (12) Active Recreation
  - (13) Community Services
  - (14) Light Infrastructure
  - (15) Postsecondary
  - (16) Light Industrial--Minor
- (c) List of Permitted Uses. See Schedules of Permitted Uses, section 10-1207(a). Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Proposed activities and uses are indicated in the

schedules. The activity or use may be classified as permitted, restricted or permitted through special exception, or not allowed.

(d) *Development Standards*. All proposed development shall meet the commercial site location standards (section 10-922); buffer zone standards (section 10-923); the parking and loading requirements (division 7); and the land use development criteria as specified in section 10-1207.

SECTION 10-6.614 HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICT ALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

SIC	NAME OF USE	DEVELOPMENT AND LOCATIONAL STANDARDS  MC NC CC RC HC MO MjO OP MR HR AR CS LI M														
CODE		MC	NC	CC	RC	НС	МО	МјО	OP	MR	HR	AR	CS	LI	MI	
	RESIDENTIAL															
	Dwelling, Multiple-Family									Р	Р					
	RETAIL TRADE															
521	Lumber and other building materials	Р	Р	Р	Р	Р										
523	Paint, glass, and wallpaper stores	Р	Р	Р	Р	Р										
525	Hardware stores	Р	Р	Р	Р	Р										
526	Retail nurseries and garden stores	Р	Р	Р	Р	Р										
527	Mobile home dealers	Р	Р	Р	Р	Р										
531	Department stores	Р	Р	Р	Р	Р										
533	Variety stores	Р	Р	Р	Р	Р										
539	Misc. general merchandise stores	Р	Р	Р	Р	Р										
541	Grocery stores	Р	Р	Р	Р	Р										
542	Meat and fish markets	Р	Р	Р	Р	Р										
543	Fruit and vegetable markets	Р	Р	Р	Р	Р										
544	Candy, nut and confectionery stores	Р	Р	Р	Р	Р										
545	Dairy products stores	Р	Р	Р	Р	Р										
546	Retail bakeries	Р	Р	Р	Р	Р										
551	New and used car dealers	Р	Р	Р	Р	Р										
553	Auto and home supply stores	Р	Р	Р	Р	Р										
554	Gasoline service stations	Р	Р	Р	Р	Р										
555	Boat dealers	Р	Р	Р	Р	Р										
556	Recreational vehicle dealers	Р	Р	Р	Р	Р										
557	Motorcycle dealers	Р	Р	Р	Р	Р										
56	Apparel and accessory stores	Р	Р	Р	Р	Р										
571	Furniture and home furnishings stores	Р	Р	Р	Р	Р										
572	Household appliance stores	Р	Р	Р	Р	Р										

LEGI	ΕN	D
MC	П	MINOR COMMERCIAL
NC	П	NEIGHBORHOOD COMMERCIAL
CC	Ш	COMMUNITY COMMERCIAL
RC	- 11	REGIONAL COMMERCIAL
НС	Ш	HIGHWAY COMMERCIAL
МО	П	MINOR OFFICE
МјО	П	MAJOR OFFICE
OP	П	OFFICE PARK
MR	П	MEDIUM DENSITY RESIDENTIAL
HR	П	HIGH DENSITY RESIDENTIAL
AR	П	ACTIVE RECREATION
CS	- 0	COMMUNITY SERVICES
Ц	- 0	LIGHT INFRASTRUCTURE
MI	- 0	MINOR LIGHT INDUSTRIAL

SECTION 10-6.614- HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICT ALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

SIC	NAME OF USE	DEV	/ELO	PME	NT A	ND I	OCA	TION	AL S	TANE	DARE	)S			
CODE		MC	NC	CC	RC	НС	МО	МјО	OP	MR	HR	AR	CS	LI	MI
573	Radio, television, & computer stores	Р	Р	Р	Р	Р									
5736	Musical instrument stores	Р	Р	Р	Р	Р									
581	Eating and drinking places	Р	Р	Р	Р	Р									
591	Drug stores and proprietary stores	Р	Р	Р	Р	Р									
592	Liquor stores	Р	Р	Р	Р	Р									
593	Used merchandise stores	Р	Р	Р	Р	Р									
5941	Sporting goods and bicycle shops	Р	Р	Р	Р	Р									
5942	Book stores	Р	Р	Р	Р	Р									
5943	Stationery stores	Р	Р	Р	Р	Р									
5944	Jewelry stores	Р	Р	Р	Р	Р									
5945	Hobby, toy, and game shops	Р	Р	Р	Р	Р									
5946	Camera & photographic supply stores	Р	Р	Р	Р	Р									
5947	Gift, novelty, and souvenir shops	Р	Р	Р	Р	Р									
5948	Luggage and leather goods stores	Р	Р	Р	Р	Р									
5949	Sewing, needlework, and piece goods	Р	Р	Р	Р	Р									
5961	Catalog and mail-order houses	Р	Р	Р	Р	Р									
5992	Florists	Р	Р	Р	Р	Р									
5993	Tobacco stores and stands	Р	Р	Р	Р	Р									
5994	News dealers and newsstands	Р	Р	Р	Р	Р									
5995	Optical goods stores	Р	Р	Р	Р	Р									
5999	Miscellaneous retail stores, nec	Р	Р	Р	Р	Р									
	FINANCE, INSURANCE,														
	AND REAL ESTATE														
601	Central reserve depositories	Р	Р	Р	Р	Р	Р	Р	Р						
602	Commercial banks	Р	Р	Р	Р	Р	Р	Р	Р						
603	Savings institutions	Р	Р	Р	Р	Р	Р	Р	Р						

LFG	-NI	D
LEG	LIV	U
MC	П	MINOR COMMERCIAL
NC	- 11	NEIGHBORHOOD COMMERCIAL
CC	П	COMMUNITY COMMERCIAL
RC	- 11	REGIONAL COMMERCIAL
НС	- 11	HIGHWAY COMMERCIAL
MO	- 11	MINOR OFFICE
МјО	- 11	MAJOR OFFICE
OP	- 11	OFFICE PARK
MR	- 11	MEDIUM DENSITY RESIDENTIAL
HR	- 11	HIGH DENSITY RESIDENTIAL
AR	П	ACTIVE RECREATION
CS	- 0	COMMUNITY SERVICES
П	- 0	LIGHT INFRASTRUCTURE
MI	П	MINOR LIGHT INDUSTRIAL

SECTION 10-6.614 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICT ALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

	NAME OF USE	DEV	/ELO	PME	NT A	AND I	OCA	TION	AL S	TANE	DARE	)S						
SIC CODE		МС	NC	СС	RC	НС	МО	МјО	OP	MR	HR	AR	CS	LI	MI			
606	Credit unions	Р	Р	Р	Р	Р	Р	Р	Р									
611	Federal & federal sponsored credit	Р	Р	Р	Р	Р	Р	Р	Р									
614	Personal credit institutions	Р	Р	Р	Р	Р	Р	Р	Р									
616	Mortgage bankers and brokers	Р	Р	Р	Р	Р	Р	Р	Р									
62	Security and commodity brokers	Р	Р	Р	Р	Р	Р	Р	Р									
64	Insurance agents, brokers, & service	Р	Р	Р	Р	Р	Р	Р	Р									
65	Real estate	Р	Р	Р	Р	Р	Р	Р	Р									
654	Title abstract offices	Р	Р	Р	Р	Р	Р	Р	Р		Ī							
	SERVICES																	
701	Hotels and motels	Р	Р	Р	Р	Р			Р									
702	Rooming and boarding houses; dorms	Р	Р	Р	Р	Р												
721	Laundry, cleaning, & garment services	Р	Р	Р	Р	Р												
7215	Coin-operated laundries and cleaning	Р	Р	Р	Р	Р	Ì											
723	Beauty shops	Р	Р	Р	Р	Р												
724	Barber shops	Р	Р	Р	Р	Р	Ì											
725	Shoe repair and shoeshine parlors	Р	Р	Р	Р	Р	Ì											
726	Funeral service and crematories	Р	Р	Р	Р	Р												
7299	Miscellaneous personal services	Р	Р	Р	Р	Р												
7311	Advertising agencies	Р	Р	Р	Р	Р	Р	Р	Р									
732	Credit reporting and collection	Р	Р	Р	Р	Р	Р	Р	Р									
7334	Photocopying & duplicating services	Р	Р	Р	Р	Р	Р	Р	Р									
7335	Commercial photography	Р	Р	Р	Р	Р	Р	Р	Р									
7336	Commercial art and graphic design	Р	Р	Р	Р	Р	Р	Р	Р									
7353	Heavy construction equipment rental	Р	Р	Р	Р	Р	Р	Р	Р									
7359	Equipment rental & leasing, nec	Р	Р	Р	Р	Р	Р	Р	Р									
7361	Employment agencies	Р	Р	Р	Р	Р	Р	Р	Р									
737	Computer and data processing services	Р	Р	Р	Р	Р	Р	Р	Р		Ī							

LEGI	ΕN	D
MC	П	MINOR COMMERCIAL
NC	П	NEIGHBORHOOD COMMERCIAL
CC	- 0	COMMUNITY COMMERCIAL
RC	П	REGIONAL COMMERCIAL
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CS	Ш	COMMUNITY SERVICES
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SECTION 10-6.614 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICT ALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

SIC	NAME OF USE	DEV	/ELO	PME	NT A	ND L	OCA	TION	AL S	TANE	ARE	)S			
CODE		MC	NC	CC	RC	НС	МО	МјО	OP	MR	HR	AR	CS	LI	MI
742	Veterinarians	Р	Р	Р		Р									
751	Automotive rentals, no drivers	Р	Р	Р	Р	Р									
752	Automobile parking	Р	Р	Р	Р	Р									
753	Automotive repair shops	Р	Р	Р	Р	Р									
754	Automotive services, except repair	Р	Р	Р	Р	Р									
762	Electrical repair shops	Р	Р	Р	Р	Р									
763	Watch, clock, and jewelry repair	Р	Р	Р	Р	Р									
764	Reupholstery and furniture repair	Р	Р	Р	Р	Р									
783	Motion picture theaters	Р	Р	Р	Р	Р									
784	Video tape rental	Р	Р	Р	Р	Р									
791	Dance studios, schools, and halls	Р	Р	Р	Р	Р									
793	Bowling centers	Р	Р	Р	Р	Р									
794	Commercial sports	Р	Р	Р	Р	Р									
7991	Physical fitness facilities	Р	Р	Р	Р	Р									
7992	Public golf courses	Р	Р	Р	Р	Р									
7993	Coin-operated amusement devices	Р	Р	Р	Р	Р									
7996	Amusement parks	Р	Р	Р	Р	Р									
7997	Membership sports & recreation clubs	Р	Р	Р	Р	Р									
801	Offices & clinics of Medical doctors						Р	Р	Р						
802	Offices and clinics of dentists						Р	Р	Р						
804	Offices of other health practitioners						Р	Р	Р						
805	Nursing and personal care facilities						Р	Р	Р		Р				
806	Hospitals						Р	Р	Р				Р		
807	Medical and dental laboratories						Р	Р	Р				Р		
808	Home health care services						Р	Р	Р				Р		
81	Legal services						Р	Р	Р						
821	Elementary and secondary schools												S		
823	Libraries - Less than 7500 sq. ft.	Р	Р	Р	Р	Р	Р	Р	Р		Р				

LEGI	ΕN	D
MC	П	MINOR COMMERCIAL
NC	=	NEIGHBORHOOD COMMERCIAL
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SECTION 10-6.614 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICTALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

- P PERMITTED USE
- R RESTRICTED USE
- S SPECIAL EXCEPTION

SIC	NAME OF USE		DEVELOPMENT AND LOCATIONAL STANDARDS												
CODE		MC	NC	CC	RC	НС	МО	МјО	OP	MR	HR	AR	CS	LI	MI
823	Libraries												S		
824	Vocational schools												S		
835	Day care services	Р	Р	Р	Р				Р						
836	Residential care	Р	Р	Р	Р				Р						
841	Museums and art galleries			Р	Р							Р			
842	Botanical and zoological gardens											Р			
864	Civic and social associations			Р	Р										
866	Religious organizations	Р	Р	Р	Р	Р	Р	Р	Р						
871	Engineering & architectural services						Р	Р	Р						
872	Accounting, auditing, & bookkeeping						Р	Р	Р						
873	Research and testing services						Р	Р	Р						
874 Mana	Management and public relations						Р	Р	Р						
	PUBLIC ADMINISTRATION														
91	Executive, legislative, and general						Р	Р	Р				Р		
921	Courts						Р	Р	Р				Р		
922	Public order and safety												Р		
9221	Police protection												Р		
9224	Fire protection												Р		
	RECREATION														
	Hiking & Nature Trails											Р			
	Picnicking											Р			
	Canoe Trails											Р			
	Bicycle Trails											Р			
	Horseback Riding Trails											Р			
	Tot Lots											Р			
	Court Sports											Р			
	Field Sports											Р			
	Boat Landings											Р			
	Archaeological Historical Sites											S			

_		
LEGI	ΕN	D
MC	П	MINOR COMMERCIAL
NC	- 11	NEIGHBORHOOD COMMERCIAL
CC	П	COMMUNITY COMMERCIAL
RC	- 11	REGIONAL COMMERCIAL
НС	- 11	HIGHWAY COMMERCIAL
MO	П	MINOR OFFICE
МјО	- 11	MAJOR OFFICE
OP	- 11	OFFICE PARK
MR	- 11	MEDIUM DENSITY RESIDENTIAL
HR	- 11	HIGH DENSITY RESIDENTIAL
AR	- 11	ACTIVE RECREATION
CS	- 0	COMMUNITY SERVICES
LI	Ш	LIGHT INFRASTRUCTURE
MI	=	MINOR LIGHT INDUSTRIAL

# HIGH INTENSITY URBAN ACTIVITY CENTER MAXIMUM ALLOWABLE FLOOR AREA SECTION 10-6.614

COMMERCIAL LAND USE TYPE	ACTIVITY CENTER
MINOR*	
Total Location	80,000
Single Site or Quadrant	20,000
Single Structure	20,000
NEIGHBORHOOD**	
Total Location	400,000
Single Site or Quadrant	400,000
Single Structure	400,000
COMMUNITY	
Total Location	800,000
Single Site or Quadrant	800,000
Single Structure	800,000
REGIONAL	
Total Location	4,000,000
Single Site or Quadrant	4,000,000
Single Structure	4,000,000

<sup>\*</sup>Maximum of 10,000 gross square feet, if located on a local street.

<sup>\*\*</sup>Only one neighborhood commercial site (quadrant) will be permitted at the intersection of a major collector and arterial road. The maximum allowable commercial development permitted at the neighborhood commercial area located at the intersection of two major collectors is 50,000 sq. ft. g.s.l.a.

#### SECTION 10.6.614 MINIMUM DEVELOPMENT STANDARDS HIGH INTENSITY ACTIVITY CENTER

	MEDIUM OR HIGH DENSITY RESIDENTIAL, COMMERCIAL, OFFICE	INDUSTRIAL LIGHT	COMMUNITY SERVICES; ACTIVE RECREATION; PUBLIC, PRIMARY AND SECONDARY SCHOOLS
MINIMUM SETBACKS			
Front Yard			
Building	20	20	20
Parking	20	20	20
Corner Yard			
Building	20	20	20
Parking	20	20	20
Side Yard			
Building	5	10	5
Parking	5	10	5
Rear Yard			
Building	20	20	20
Parking	10	10	10
Adjoining Lower Intensity			
Zoning District			
Building	50	50	
Parking	20	20	
MAXIMUM % IMPERVIOUS			
SURFACE AREA*	75	60	75
HEIGHTS			
Max. at Bldg. Envelope			
Perimeter	40	40	50
Addl. Height/Addl.			
Zoning Setback	4'/1'	2'/1'	4'/1'
Total Height	120	120	120

<sup>\*</sup>May utilize fee in lieu provision of EMA/EMO.

# Section 10-6.643. OR-2 Office Residential district.

						PERMITTE	D USES			
1. District Intent					3. Accessory Uses					
1. District Intent  The OR-2 district is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. Off-street parking facilities in the OR-2 district shall be located and designed to promote convenient access to pedestrian and mass transit facilities. A variety of housing types, compatible non-retail activities of moderate intensity, retail commercial activities (limited to the ground floor), and certain community and recreational facilities related to office or residential uses are permitted in the OR-2 district. The maximum gross density allowed for new residential development in the OR-2 district is 16 dwelling units per acre, while the minimum gross density allowed is 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.  In order to implement the business park development pattern, a minimum of 10 acres is required with at least 3 types of uses which shall include office			facilities, inc stations, and schools. Oth accordance w 4) Day care cent 5) Golf courses. 6) Hotels and m 7) Medical and clinics. 8) Multiple-fam 9) Non-medical government of	to office or residential religious facilities, police/fire middle schools and vocational facilities may be allowed in 6.806 of these regulations.  The bed and breakfast inns. Industries, laboratories, and vices, including business and lices.  The school of these regulations.	Uses  (12) Passive and active recreational facilities. (13) Personal services. (14) Retail drug store with drive thrus (only allowed in a business park development) (15) Retail food and grocery (only allowed in a business park development) (16) Single-family attached dwellings. (17) Single-family detached dwellings. (18) Social, fraternal, and recreational clubs and lodges, including assembly halls. (19) Stand alone restaurants without drive thrus (only allowed in a business park development) (20) Studios for photography, music, art, dance, drama, and voice. (21) Two-family dwellings. (22) Veterinary services, including veterinary hospitals. (23) Zero-lot line single-family detached dwellings. (24) Any use permitted in the C-1 district (and is not listed in uses 1-20 above), provided that the use is on the first floor of a multi-story building containing				3. Accessory Uses  (1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee.  (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Administrator or designee.	
and commercial.	•					office and/or residential uses on any of the floors				
					above the first floor.					
						above the 1	irst Hoor.			
					LOPMENT STANDARDS	above the 1	irst Hoor.			
	4. Minimum Lot or S			5. Minimun	n Building Setbacks			6. Maximum Building Restrict	tions	
Use Category	4. Minimum Lot or S a. Lot or Site Area	ite Size b. Lot Width	c. Lot Depth			c. Side- Corner Lot	d. Rear	6. Maximum Building Restrict a. Building Size (excluding gross building floor used for parking)		b. Building Height (excluding stories used for parking)
J .				5. Minimun	n Building Setbacks b. Side-	c. Side- Corner Lot	d.	a. Building Size (excluding gross building floor		(excluding stories used
Use Category  Single-Family Detached Dwellings  Two-Family Dwellings	a. Lot or Site Area	b. Lot Width	Depth	5. Minimum a. Front	n Building Setbacks b. Side- Interior Lot  7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be	c. Side- Corner Lot	d. Rear	a. Building Size (excluding gross building floor used for parking) not applicable		(excluding stories used for parking)

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DEVELOPMENT STANDARDS									
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	not applicable	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non- Residential Use	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre	3 stories
Commercial Uses (Only Allowed in Business Park Development)	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre; Individual buildings may not exceed 15,000 gross square feet	3 stories
7. Additional Criteria and Restricti	ons for Business Park I	Development: Com	mercial uses sh	all not exceed	25% of the total square feet of the d	levelopment.			

#### **GENERAL NOTES:**

- 1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
- 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
- 3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

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# 2018 Comprehensive Plan Amendment Cycle LMA201805 Barcelona Offices

## **Attachment #3**

Email from the applicant regarding roadway access to the site

From: <u>Christesen, Julie</u>
To: <u>White, Artie</u>

Subject: Fwd: 30 acres lot - Barcelona LN

Date: Tuesday, November 28, 2017 2:01:28 PM

Attachments: image001.png

image001.png

#### Get Outlook for iOS

From: Ricardo Hernandez <rihernanp@gmail.com> Sent: Wednesday, November 8, 2017 4:15 PM

Subject: Re: 30 acres lot - Barcelona LN

To: Christesen, Julie <julie.christesen@talgov.com>

Cc: White, Artie <artie.white@talgov.com>

#### Julie

I got the road plans. I am responsable of building the road and I will do so if I can build office. I can choose if the access will be via Orange Ave or Blair Stone Rd. I was told that the road proposal and final plans is a process that can be done parallel to the site plan approval process. I am aware that access via Barcelona LN is not an option but I would like to know if building the new access road will give me the option to build offices under OR-2.

Sincerely Ricardo

On Wed, Nov 8, 2017 at 4:01 PM, Christesen, Julie < <u>Julie.Christesen@talgov.com</u>> wrote:

Hi Ricardo -

That's great – I heard from DSEM that it was in the review process as well.

There isn't a way to connect via conference call to the Public Open House, and unfortunately I am not available at all the week of the 20, as I'll be out of the office. I'm happy to speak with you via phone call at any time before that week, though. Were you able to work with the City about the roadway? I think, as the access is currently only Barcelona Lane, you won't be able to construct offices in OR-2 (but we'll know more details once we see the PUV).

Thanks,

#### Julie Conn Christesen, AICP

#### **Senior Planner**

Tallahassee-Leon County Planning Dept.

Comprehensive Planning & Urban Design

850.891.6433 • Julie. Christesen@talgov.com



Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**From:** Ricardo Hernandez [mailto:<u>rihernanp@gmail.com</u>]

Sent: Wednesday, November 08, 2017 2:39 PM

To: Christesen, Julie < Julie. Christesen@talgov.com >; White, Artie < Artie. White@talgov.com >

Subject: 30 acres lot - Barcelona LN

Julie / Artie

I hope you are doing well.

I am still waiting to get the PUV report. I was told that Shawna is reviewing it and I should get it soon.

I have one question. Is there any change I can connect via conference call or video to the Nov 16 Workshop?. Unfortunately I can not be there because I have a planned trip to Tallahassee on Nov 20 and 21. Also let me know how is your time availability on Nov 20. I can meet with you any time in the afternoon.

--

Sincerely

Ricardo

--

Sincerely Ricardo



Janaury 24, 2018

Reference: 2391 Barcelona Ln – 30 acres PUV number VC1700148

Attention: Julie Conn Christesen

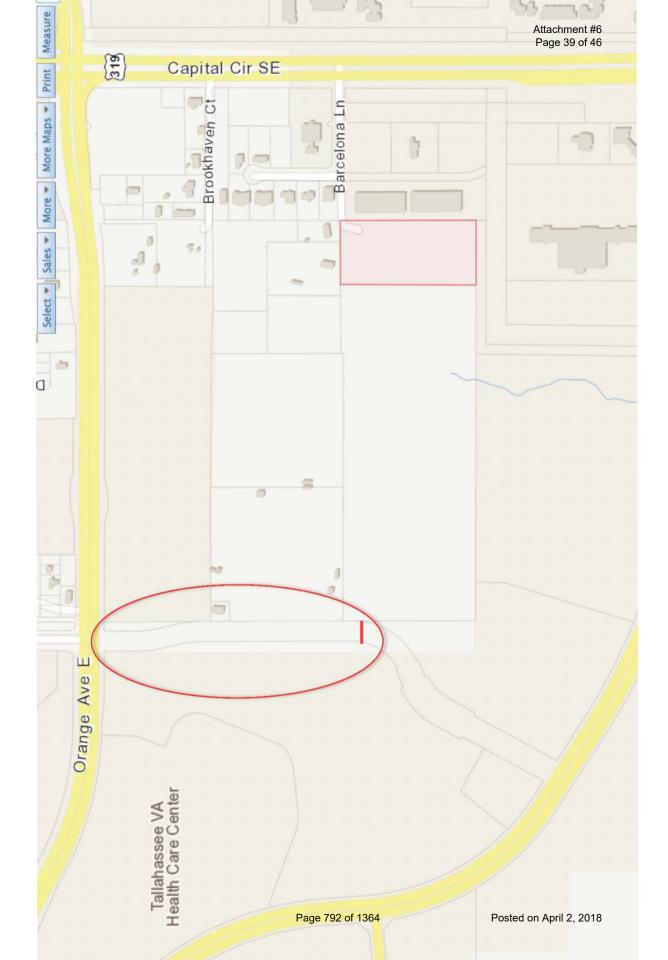
Julie thank you very much for keeping us informed about the City/County workshop held on January 23, 2018 in Tallahassee.

Regarding the concern about the access to the property, I would like to inform that we will not use Barcelona Ln as a main access to the property. We will present the main access road project (Paul Russell Road extension) along with the site plan approval process. Attached is a preliminary draft of the access that we will build to provide appropriate transit to and from the subject property. The idea is to access the property via Orange Ave constructing the new road up to the subject property North-West corner.

If you have any further questions please let me know via email.

Sincerely Ricardo Hernandez

> 1430 S Dixie Highway Coral Gables, FL 33146





# 2018 Comprehensive Plan Amendment Cycle LMA201805 Barcelona Offices

# **Attachment #4**

Permitted Use Verification from the Leon County Development Support and Environmental Management Office

# LEON COUNTY PERMITTED USE VERIFICATION CERTIFICATE NUMBER: VC1700148

ISSUED TO:

Name: Ricardo Hernandez Phone Number: (786) 223-1568

Address: 10135 SW 75 Place Miami, FL 33156

Project Acreage: 30 ac +/-

Zoning District: Single and Two-Family District (R-3) &

High-Intensity Urban Activity Center (AC)

Parcel Tax ID#: 31-09-20-636-000-0 & 31-09-20-639-000-0

Status: Conditional

Comprehensive Plan Amendment & 500,000 square feet of office use.

-----COMMENTS-----

# Lot Information

Parcel ID 31-09-20-636-000-0 has a split zoning of Single and Two-Family (R-3) District [Section 10-6.637 of the Leon County Land Development Code (LCD)] and High-Intensity Urban Activity Center (AC) (Section 10-6.614 of the LDC). Parcel ID 31-09-20-639-000-0 is also located within the AC zoning district. Parcel ID 3109206360000 is designated Urban Residential 2 on the Future Land Use Map of the Comprehensive Plan. Parcel ID 3109206390000 has a split designation of Suburban and Activity Center (Policies 2.2.24, 2.2.5 and 2.2.9 of the Tallahassee/Leon County Comprehensive Plan). The R-3 zoning district is intended to be located in areas designated Suburban on the Future Land Use Map which contain or are anticipated to contain a wide range of single-family and two-family housing types. The purpose and intent of the AC district is to establish an urban activity center providing for community wide or regional commercial activities located in proximity to multifamily housing and office employment centers.

According to the Leon County Property Appraiser's database, the subject parcels are a combined total of approximately 30 acres in size (Parcel ID 31-09-20-636-000-0 = 24.85 acres and Parcel ID 31-09-20-639-000-0 = 5.15 acres). The subject parcels are currently listed as vacant. There is an existing City of Tallahassee Sewer Easement (Official Record Book 4783 Page 1218) traversing the property from north to south. These parcels are located inside of the Urban Service Area (USA) and are subject to the City/County Water and Sewer Agreement. The site is currently accessed via Barcelona Lane (local roadway). A portion of Barcelona Lane is a County maintained roadway and also subject to an access easement recorded in the Public Records of Leon County (Plat Book 8, Page 53). Pursuant to the Future Land Use Element of the Comprehensive Plan, access to the proposed office use via a local roadway (Barcelona Lane) is prohibited. There appears to be a portion of land located west of the subject site that would need to be developed as a roadway in order to serve as access to the subject site (Paul Russell Extension).

# Review Process

The applicant is requesting to develop the property with approximately 500,000 square feet of office space. The R-3 and AC zoning districts do not allow office uses, and since a portion of the site is designated Suburban on the Future Land Use Map of the Comprehensive Plan, a Comprehensive Plan Amendment/Rezoning would be required for the site. Furthermore, the property is eligible for rezoning to Office Residential 2 (OR-2). Tallahassee Leon County Planning Department records indicate and Comprehensive Plan Amendment application is currently under review (LMA201805). The application for rezoning shall be adopted prior to filing an application for site plan review with the Department of Development Support and Environmental Management.

The OR-2 zoning district (Section 10-6.643 of the LDC) allows for nonmedical offices and services, including business and government offices and services as a permissible principal use, at a gross intensity of 20,000 square feet per acre. Establishment of uses within the OR-2 zoning district will be subject to the layout and design (development) standards set

forth in the OR-2 zoning district as well as, general layout and design standards set forth in Article VII, Division 5 of the LDC.

According to Section 10-7.402 [Table 10-7.1] of the LDC, the proposed development qualifies for review through the County's Type "C" site and development plan process, which requires at least three (3) public meetings with final disposition on the project provided by the Leon County Board of County Commissioners. However, Section 10-7.402.4(b), allows for the review thresholds in Table 10-7.1 to be modified as an incentive for non-residential development. Thresholds for Type "A" or "B" site and development plan applications proposing any nonresidential or institutional use, and proposing the following design elements may be increased by the corresponding percentage:

- 1.) Threshold increased by ten percent, for a building footprint of no greater than 50,000 square feet of enclosed floor area;
- 2.) By 15 percent, for utilization of a planted "green roof" over no less than 40 percent of roof surface area, or a rain garden, which reduces stormwater runoff by no less than 60 percent;
- 3.) By 15 percent, for developments with access to an arterial road and having ≥100,000 gross square feet of office or commercial retail floor area (also referred to as equivalent to 100 percent commercial base standard) and ≥ 100 dwelling units (equivalent to 100 percent of the residential base standard) or, any combination of these uses wherein the square footage of office or commercial floor space exceeds 20,000 and the number of residential units exceeds 25 and the cumulative total of the base standards exceeds 200 percent;
- 4.) By 15 percent, for developments having ≥100,000 of office or commercial retail gross square footage floor area that provide a transit stop consisting of surface area for bus access, a shelter to provide weather protection, bench or seating for the shelter, and pedestrian access to the stop;
- By 25 percent, for developments locating no less than 90 percent of provided parking spaces behind the front building facade line;
- 6.) By ten percent, for structures having ground floor window glazing along building frontages adjacent to streets or publicly-accessible parking areas ≥20 percent of facade area on the ground floor principal frontage and ≥15 percent of the area of each other applicable ground floor facade;
- By 15 percent, for developments where the number of spaces provided ≤80 percent of the standard number of parking spaces set out in schedule 6-2; and,
- 8.) By 15 percent, for developments having a density of connectivity of ≥.4 per acre.

There are two (2) available site plan review tracks available for applications that qualify for Type "A or B" review: Conceptual Plan Approval (CPA) and Final Design Plan Approval (FDPA). Both review tracks require a Natural Features Inventory prior to submitting an application and scheduling an Application Review Meeting (ARM). The CPA track is typically for projects that are more speculative in nature. This track includes condensed submittal requirements while providing the applicant development approval assurances required to market the project and/ or to secure the necessary financing. An approved Environmental Management Permit (EMP) shall be obtained within one year of obtaining conceptual site plan approval. Once an EMP is issued, the site plan approval is valid for a period of 3 years. The FDPA track compresses the overall project review timeframe by including concurrent review of the project's site plan and EMP, allowing the applicant to receive site plan and EMP approval concurrently and, once approved, it is also valid for a period of 3 years. Please note, Type "C" site and development plan applications shall be reviewed through the FDPA Track. Applications will not be placed on an agenda for a publicly-noticed meeting until such time that all necessary information is provided and fees have been collected. Due to requirements for public notice, including advertising for public meetings, applications shall be submitted in accordance with site plan submittal deadlines. The Leon County Development Support and Environmental Management website includes application review meeting dates and submittal deadlines. This schedule is located under the "Legal Notices and Public Meetings" link located on the department website

(www.leonpermits.org/legal\_notices). For assistance with any of the above, please contact Development Services at 850-606-1300.

Leon County accepts and reviews site and development plan applications submitted electronically. One hard copy (original) set of application materials and plans, with all necessary professional seals and signatures, is required - in addition to the electronic submittal. For assistance with electronic filing, contact Development Services at 850-606-1300. Please be informed that site and development plans have requisites that must be satisfied prior to making an application.

The applicant is highly encouraged to schedule a pre-submittal meeting (free of charge) after the Comprehensive Plan Amendment and Rezoning Process. The pre-submittal meeting is intended to provide preliminary feedback on the proposal to help ensure there are no unanticipated delays during the submittal and review of the project. This meeting offers an opportune time to discuss options and address any issues or questions associated with the proposal prior to filing an application. Meetings are conducted every Wednesday afternoon. A project narrative, draft plans and an issued Permitted Use Verification shall be provided one week prior to the scheduled meeting. To set up a 'pre-submittal' meeting please contact Development Services at 850-606-1300.

# General Layout and Design Standards

The following development standards apply within the OR-2 zoning district:

DEVELOPMENT STANDARDS										
	Minimum Lot/Site Size			Minimum Building Setbacks				Maximum Building Restrictions		
Use Category	Lot/Site Area	Lot Width	Lot Depth	Front	Side- Interior	Side- Corner	Rear	Building Size (excluding parking)	Building Height (excluding parking	
Any Permitted Principal Nonresidential Use	12,000 sq. ft.	60 ft.	100 ft.	15 ft.	15 ft, on each side	25 ft.	10 ft.	20,000 sq. ft. of gross building floor area per acre	3 stories	
Commercial Uses (Only Allowed in Business Park Development)	12,000 sq. ft.	60 ft.	100 ft.	15 ft.	15 ft, on each side	25 ft.	10 ft.	20,000 sq. ft. of gross building floor area per acre; Individual buildings may not exceed 15,000 gross sq. Ft.	3 stories	

The proposed development shall also meet the General Layout and Design Standards, as outlined in Article VII, Division 5 of the LDC which includes provisions for sidewalks, interconnectivity, buffer standards and general principles of design. Pursuant to Section 10-7.502 of the LDC, new development shall be designed to support a network of interconnecting streets that work to disperse traffic while connecting and integrating neighborhoods. Inside the USA, nonresidential and multifamily development shall design and provide vehicular and pedestrian cross-access to the property line of adjacent parcels for future connection, unless found infeasible by the Development Review Committee (DRC). The DRC shall ultimately determine whether the requirement for interconnection may be waived based on the criteria listed in Section 10-7.502(2)(e).

According to Section 10-7.529 of the LDC, any new development, expansion, extension or re-development (public or private) inside the USA shall provide sidewalks along all public and private streets adjoining the development. Safe and efficient sidewalk linkages shall be provided between building entrances and parking areas, adjacent portions of the development, and adjacent rights-of-way that link these existing sidewalks to the proposed development.

Pursuant to Section 10-7.505, the development shall provide fencing and vegetative screens in locations where potential health or safety hazards may arise, such as but not limited to, waste storage and collection areas, stormwater ponds and exposed machinery. Roadside trees shall be maintained as much as possible through the careful siting of buildings; parking lots and access points.

A buffer zone is required (Section 10-7.522), which is a landscaped strip along parcel boundaries that serves a buffering and screening function between uses and zoning districts, provides an attractive boundary of the parcel or use, or both. Pursuant to Section 10-7.522, the proposed development would need to provide a Type "B" landscape buffer adjacent to all properties developed with residential uses. Existing landscaping can be maintained and/or augmented to meet buffer requirements.

# Deviation from Development Standards

According to the PUV application the applicant is proposing a 5 story building, which is greater than the maximum building height allowed in the OR-2 district. The height may be permissible if granted a deviation from the Development Review Committee (DRC). Such deviation shall be granted only upon demonstration and a finding of consistency with the Comprehensive Plan and no adverse impact to the general health, safety, and welfare of the public. Requests for deviations pursuant to this section shall be processed concurrently with an application for site and development plan approval.

# Off-Street Parking and Loading Requirements

Off-street parking requirements are outlined in Section 10-7.544 and Section 10-7.545 of the LDC. The off-street parking spaces required for this specific land use is set forth in Schedule 6-2. Administrative business, professional and government offices are required to have 1 parking space per 350 square feet of gross floor area. The OR-2 district allows a range of parking spaces 80%—100% of standard in Schedule 6-2; up to 15% may be allowed over the standard, but shall be of an approved pervious material. The County recently adopted an Ordinance (ORD 17-12) which outlines approved (pervious) surface materials for off-street parking spaces.

Off-street loading requirements are outlined in Sections 10-7.547 and 10.7-548 of the LDC. Every use requiring receipt or distribution of materials or merchandise by motor vehicles shall have one or more loading berths or other space for standing, loading and unloading on the same or adjoining premises. Loading space shall be sufficient to allow normal loading and unloading operations appropriate to the property served, and they shall not be used for storage of vehicles or materials, or to meet off-street parking requirements. Five (5) off-street loading spaces are required for commercial land uses of more than 100,000 square feet, as set forth in Schedule 6-6. The required off-street loading space must meet the standards set forth in Section 10-7.548. Off-street loading spaces shall be located and arranged so that a semitrailer truck shall be able to access and use such spaces by means of one continuous parking maneuver, consist of all-weather material, observe minimum street and interior setbacks, have a minimum width of 12 feet, a vertical clearance of 16 feet and minimum length of 30 feet for local delivery vehicles and 60 feet for semitrailers. No loading space shall be located so that a vehicle using it will intrude upon or hinder the use of travel lanes, walkways, public or private streets, of adjacent properties.

# Concurrency Review

The site and development plan application shall include a completed Application for Concurrency Determination which ultimately demonstrates compliance with Article III of the LDC, Concurrency Management. Concurrency is the requirement whereby local governments are required to ensure that proposed developments will be provided the necessary services, such as roads, sewers, parks, school capacity, storm water drainage, and so forth, prior to approval. In addition, all residential development in Leon County after June 6, 2008 must meet school concurrency. The development will require transportation impact mitigation; therefore, the applicant is encouraged to submit the Application for Concurrency Determination early in the review process. Please contact the County's Concurrency Management Planner at 850-606-1300.

# Environmental

According to the Leon County Geographic Information System (GIS) data, the subject parcel is within the Woodville Recharge Drainage Basin and the Tram Road Closed Basin. A closed basin is a naturally depressed or artificially closed-off portion of the ground for which there is no natural and normal outlet for runoff other than percolation, evaporation, transpiration, or discharge into a karst feature. Development activity within closed basins must meet the water quality

Page 45 of 46 treatment standards outlined in Section 10-4.301 and stormwater management design standards in Section 10-4.303 of the LDC. GIS data also indicates that the property contains significant and severe grades, waterbody and watercourse, wetlands, and FEMA flood zone A.

A Natural Features Inventory (NFI with Floodplain) is required and will help verify the presence and significance of any additional features that may be present. As part of the NFI process, environmental features on site shall be evaluated by a professional in the field and delineated on a map. The design of the development shall account and mitigate for these features. No development or alterations shall be made in areas identified as conservation or preservation areas and a Conservation Easement shall be established. An Environmental Management Permit (EMP) is also required and shall demonstrate compliance with stormwater treatment and attenuation standards of Sections 10-4.301 and 10-4.302 of the LDC. All environmental constraints on-site shall be addressed in a manner consistent with the Conservation Element of the Comprehensive Plan and the County Environmental Management regulations, Article IV of the LDC. This review does not include a full analysis of environmental constraints. For more information regarding environmental regulations, please contact Environmental Services at (850) 606-1300.

Permitted Use Verifications are not development order approvals. This determination shall not be construed to grant exemption from any other development regulation or permitting requirement as may otherwise be applicable. This review does not include an analysis of environmental constraints. All environmental constraints on-site shall be addressed in a manner consistent with the Conservation Element of the Comprehensive Plan and the County Environmental Management regulations, Article IV of the Land Development Code.

# Subject to the following sequence of reviews and required approvals:

- Access via Barcelona Lane is prohibited. The applicant will need to secure access along the western portion of the site.
- Comprehensive Plan Amendment/Rezoning to Office Residential-2. The application for rezoning shall be filed
  with the Tallahassee-Leon County Planning Department (850-891-6400) and shall be adopted prior to filing an
  application for site plan review with the Department of Development Support and Environmental Management.
- 3. <u>Pre-Submittal Meeting (highly encouraged; no fee):</u> Meetings are conducted every Wednesday; a project narrative, draft plans and issued Permitted Use Verification shall be provided on week prior to the scheduled meeting. Contact Development Services at 850-606-1300.
- Natural Features Inventory (NFI;) shall be approved prior to submitting a site plan application. Contact: Environmental Services at 850-606-1300.
- Type "C" Site and Development Plan Review. Contact Development Services at 850-606-1300 or;

Type "A or B" Site and Development Plan Review (FDPA or CPA Track) shall only apply when the appropriate amount of incentives are used. Contact Development Services at 850-606-1300

- Environmental Management Permit (EMP) Contact Environmental Services at 850-606-1300
  - a. FDPA Track EMP shall be submitted concurrently with Type "A or B" application
  - b. CPA Track EMP shall be submitted subsequent to Type "A or B" application approval
- Concurrency Certificate. Contact Concurrency Management at 850-606-1300
- Building Permit [Project Status Determination (PSD)]. Contact Building Plans Review and Inspection at 850-606-1300.

Submittal requirements are pursuant to the Leon County Zoning, Site and Development Plan and Subdivision Procedures and Information Manual for the Process identified above.

Subsequent permitting and site plan review may limit the ability to construct the above described development. This certificate is exclusive to the terms and conditions herein and is valid under the 2030 Comprehensive Plan or to the Leon County Land Development Regulations may alter the terms and conditions of this certificate.

No Permitted Use Verification Application and/or Permitted Use Verification Certificate shall be the basis for any claims of estoppel or vesting against any land development regulations or zoning regulations, which may be adopted on or after the date of the Permitted Use Verification Application and/or Permitted Use Verification Certificate.

Date: 11/14/17 Revised: N

Development Services Division

Development Support & Environmental Management

# **Citizens Comments**

# LMA201805 Barcelona Offices

Received as of March 5, 2018

From: <u>Christesen, Julie</u>
To: <u>White, Artie</u>

**Subject:** Fw: Public Open House

**Date:** Friday, December 08, 2017 8:35:48 AM

Attachments: image001.png

Tallahassee Planning Committee 111617.docx

From: Christesen, Julie

Sent: Monday, November 27, 2017 9:37 AM

To: Calhoun, Sherri

Subject: FW: Public Open House

Comments for amendment LMA201805

**From:** Mary A [mailto:maryash1020@gmail.com] **Sent:** Sunday, November 19, 2017 4:04 PM

To: Christesen, Julie < Julie. Christesen@talgov.com>

Subject: Re: Public Open House

Hello Julie,

Please find attached a copy of my concerns from the Public Open House Hearing November 16th, 2017, in Tallahassee, Florida. Please include with other comments associated with the Barcelona Office (LMA201805) proposed amendment to be disseminated to the decision-making Commissioners.

Thank you for your attention to this matter.

Mary R. Ash (954) 675-3911

"Nurture your mind with great thoughts."

Benjamin Disraeli

On Wed, Nov 15, 2017 at 2:21 PM, Mary A < maryash1020@gmail.com > wrote:

Okay, thank you Julie.

On Nov 15, 2017 2:15 PM, "Christesen, Julie" < Julie. Christesen@talgov.com > wrote:

Mary,

It might be easier and create more of a record if you e-mailed it to me or submitted it through the website. However, you're welcome to give it to us at the meeting if you'd rather.

Julie

**From:** Mary A [mailto:<u>maryash1020@gmail.com</u>] **Sent:** Wednesday, November 15, 2017 2:13 PM **To:** Christesen, Julie <<u>Julie.Christesen@talgov.com</u>>

**Subject:** RE: Public Open House

Okay. Will I be able to submit the page I will be speaking from to the Planning Staff during the meeting?

On Nov 15, 2017 1:13 PM, "Christesen, Julie" < <u>Julie.Christesen@talgov.com</u>> wrote:

Hi Mary,

Planning Staff will put a general summary of input received at the Public Open House into our staff reports that are provided to the Commissioners. Additionally, any comments provided to us via e-mail, through the website, or mailed or faxed, regarding any of the amendments, will be included as an attachment to the staff report provided to the Commissioners.

Thanks,

# Julie Conn Christesen, AICP

# **Senior Planner**

Tallahassee-Leon County Planning Dept. Comprehensive Planning & Urban Design

## 850.891.6433 • Julie.Christesen@talgov.com

Description: JUST-PLN



Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Mary A [mailto:maryash1020@gmail.com]

Sent: Wednesday, November 15, 2017 1:09 PM

To: Christesen, Julie < Julie.Christesen@talgov.com>

**Subject:** RE: Public Open House

So how will the concerns of the residents be disseminated to the Commissioners and those involved in the decision-making process?

On Nov 15, 2017 12:52 PM, "Christesen, Julie" < Julie. Christesen@talgov.com > wrote:

You're welcome. The public open houses are not recorded.

From: Mary A [mailto:maryash1020@gmail.com]

Sent: Wednesday, November 15, 2017 12:43 PM

To: Christesen, Julie < Julie.Christesen@talgov.com >

**Subject:** Re: Public Open House

Thanks Julie,

Will the session be recorded?

On Nov 15, 2017 11:46 AM, "Christesen, Julie" < <u>Julie.Christesen@talgov.com</u>> wrote:

Hi Mary,

The Local Planning Commission will not be in attendance at the Public Open House. You'll be speaking to Planning Department Staff.

Thank you,

# Julie Conn Christesen, AICP

# **Senior Planner**

Tallahassee-Leon County Planning Dept.
Comprehensive Planning & Urban Design

# 850.891.6433 • Julie.Christesen@talgov.com

Description: JUST-PLN



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November 16, 2017 Renaissance Center 2<sup>nd</sup> Floor 435 North Macomb Street Tallahassee, FL 32301 Public open House Meeting 5:30 pm

Good evening, I am Mary R. Ash, speaking on the behalf of my mother, Rosella Hall Ash and other family members.

To The Tallahassee Planning Dept. Staff:

The land or real estate we are defending is our heritage, my 90 year old mother, Rosella Hall Ash and my 88 year old, Aunt Willie Lee Hall Alexander's birthright, and, who are stilling living today. My Aunt Katie Mae Hall Elias, and my Aunt Emma Lee Hall DeNeal are now deceased, however, they have passed on their portion of inheritance, from their mother, Inez Thompson Hall, to their descendants. So as you can see, we are defending much more than a piece of land. Our very heritage could be at stake, or even threaten with high property taxes which will impose a hardship on those on a fixed income.

By no means are we trying to stand in the way of progress, it's inevitable, or certain to happen. As we look around us, we see change and progress already in effect. However, we the Hall Family, the land owners, are asking that the zoning laws do not change from residential use to commercial use, at this time.

I believe this request is a reasonable and fair one, in that, there has been no dialogue between the petitioner and the surrounding residents, in particular, those who own land. If the current zoning laws are changed from residential to commercial use, the surrounding undeveloped land will (1) increase in value, causing property taxes to increase and escalate, imposing a hardship on those who are on a fixed income, as well as, the hard-working citizen. (2) the surrounding undeveloped land will inhabit a great amount of wildlife, such as snakes, bears, possums, rabbits, raccoons, wildcats, etc. and (3) with increased wildlife migrating to the undeveloped land, where currently, young children and adults live, livelihoods would be threaten, and endangered.

What we are asking, now that we are faced with an imposition, is additional time to have dialogue with the petitioners, the surrounding residents, and with family members to discuss the best and fair outcome for all. In addition, time is needed to strategize and implement a plan, should property taxes increase for the property taxes in the property

As stated earlier, change is inevitable, it's bound to happen, but it should be met with excitement and enthusiasm, not opposition. After all, this country is a democracy, not a dictatorship. Meaning, ruling in favor of changing the land use from residential to commercial at this time, is coercing the surrounding residents into hardships or forcing us to give up our inheritance by default, not by choice.

In reviewing the application submitted by Mr. Ricardo Hernandez, on behalf of the Townsend Mary D Trust, no effort has been made to reach out to the surrounding residents or land owners regarding the purpose of changing the land use from residential to commercial, other than filing an application to do so. All things have been considered in the application, except one thing, the hardship or heavy taxation that will be placed on the nearby land owners, once their projects are under construction and fully developed.

Upon my research and preparation for this meeting, I found out that my family is already paying almost 6 times as much, in property taxes, for almost 10 acres vs 30 acres of the Townsend Mary D Trust, although, Mrs. Townsend's land is under a special category. So my questions to the Tallahassee Planning Dept. is what provisions, supplements, programs or relief is there to assist land owners in paying their taxes, when they are increased, due to nearby development and projects? (Pause, wait for answer). Do you have information or council available to advise land owners of alternatives to reduce property taxes, due to surrounding or future developments?

In conclusion, we are asking all those involved with the decision-making process to take into consideration our request NOT TO CHANGE THE LAND USE FROM RESIDENTIAL TO COMMERCIAL, and to put yourselves in our shoes, would you want your property taxes to increase drastically before a strategy or plan is put into place to save your inheritance or land?

Thank you for allowing us to voice our concerns.



# 2018 Comprehensive Plan Amendment Cycle

PCT201801

Research and Innovation and Industry and Mining Land Uses

SUMMARY							
Applicant:	Proposed Change	TLCPD Recommendation:					
Tallahassee-Leon County Planning Department	Adoption of new Research and Innovation and Industry and Mining Land Use categories	Approve					
TLCPD Staff:	Comprehensive Plan Element	LPA Recommendation:					
Artie White	Land Use Element						
Contact Information:	Policy Number(s)	<b>A</b>					
Artie.White@Talgov.com		Approve					
(850) 891-6400	Policy 2.2.27						
Date: November 13, 2017	Updated: March 2, 2018						

#### A. SUMMARY:

The proposed amendment would update the Land Use Element of the Tallahassee-Leon County Comprehensive Plan to include a *Research and Innovation* Land Use category and an *Industry and Mining* Land Use category. The proposed *Research and Innovation* land use category addresses research and development uses and innovation districts. The proposed *Industry and Mining* Land Use category addresses light industrial uses, mining uses, and heavy industrial uses. The proposed land use categories set guidelines for the development of implementing zoning districts.

# **B. STAFF RECOMMENDATION:**

Approve.

# C. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION:

Find the proposed text amendment consistent with the adopted Goals, Objectives, and Policies in the Comprehensive Plan and recommend approval.

# D. PROPOSED POLICY CHANGE:

See Attachment #1 (Proposed Land Uses) and Attachment #2 (proposed text amendments for internal consistency).

#### E. APPLICANT'S REASON FOR THE AMENDMENT:

The proposed amendment is intended to acknowledge changes and technological advances in the fields of research and development, advanced manufacturing, and industrial and light industrial operations. The proposed amendment also provides guidance for the development of land development regulations that address the compatibility of these uses with other uses in the community.

# F. STAFF ANALYSIS

# History and Background

The preliminary concept for the proposed land use categories arose through the effort to update the Land Use Element of the Comprehensive Plan. During the public outreach for this effort, themes that were discussed included the need for high paying jobs, the need for economic diversification, and the need to address compatibility of different uses more effectively.

During this time, the Office of Economic Vitality prepared Manufacturing Development Program ordinances for consideration by the City Commission and Board of County Commissioners. The Planning Department and Office of Economic Vitality began discussing how manufacturing can be promoted and encouraged in appropriate locations.

Additionally, the Leon County Development Support and Environmental Services Department requested assistance from the Planning Department on how to address legal, non-conforming mines permitted in unincorporated Leon County. Because of this request, the proposed amendment was initiated in advance of other Land Use Element Update amendments.

If approved, the Planning Department will work closely with the City of Tallahassee Growth Management Department and the Leon County Development Support and Environmental Services Department on updates to the Land Development Regulations to implement the new land use categories.

# **Previous Commission Consideration**

The initiation of the proposed amendment is consistent with the direction from the City Commission and Board of County Commissioners to align the land use and development plan with established community priorities, beginning with a comprehensive assessment and revision of the Land Use Element. This direction is included in Leon County's FY2017-2021 Strategic Plan as a Quality of Life Strategic Initiative: Complete a comprehensive review and revision to the Land Use Element of the Comprehensive Plan, including a review of inclusionary housing. (2016-25)

## STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

	Cycle 2018 Meetings	Dates	Time and Locations			
X	Local Planning Agency Workshop	November 7, 2017	3:00 PM, Second Floor, Frenchtown Renaissance Center			
X	Local Planning Agency Public Hearing	February 6, 2018	6:00 PM, Second Floor, Frenchtown Renaissance Center			
X	Joint City-County Commission Workshop	January 23, 2018	1:00 PM, Fifth Floor, Leon County Courthouse			
X	Joint City-County Transmittal Public Hearing	February 27, 2018	6:00 PM, Fifth Floor, Leon County Courthouse			
	Joint City-County Adoption Public Hearing	April 10, 2018	6:00 PM, Fifth Floor, Leon County Courthouse			

**Public Open House** – **November 16, 2017:** 14 citizens attended the first open house to discuss the 2018 Cycle amendments. Of the 14 attendees, none were present to discuss this amendment. There were no questions or comments on this proposed amendment.

Science Advisory Committee – December 1, 2017: Staff presented the proposed Research and Industry Land Use Category to the Science Advisory Committee and requested input and feedback. The Committee discussed the amendment and was generally in support of the proposed amendment, but took no formal vote on the item.

Water Resources Committee – December 4, 2017: Staff presented the proposed Research and Industry Land Use Category to the Water Resources Committee and answered questions regarding the proposed amendment.

**Local Planning Agency Public Hearing – December 5, 2017:** Due to a Blueprint Intergovernmental Agency (IA) meeting being scheduled for the same afternoon, the members of the Local Planning Agency voted to continue the Public Hearing to the January 2, 2018 Local Planning Agency meeting.

**Local Planning Agency Public Hearing – January 2, 2018:** Local Planning Agency voted to continue the Public Hearing to the February 6, 2018 Local Planning Agency meeting to provide staff additional time to further refine the density and intensity standards for the proposed land use category.

Joint City-County Commission Workshop – January 23, 2018: During the workshop, the Board of County Commissioners and the City Commission provided feedback on the proposed Research and Innovation Land Use category that separating the research and

innovation uses from the industrial and mining uses may be more appropriate than including them under one land use category. Feedback was also given to ensure that the proposed amendment maintain consistency with local ordinances that ban hydraulic fracturing (fracking). Based on this direction, the Research and Innovation Land Use category was separated into two proposed land use categories: Research and Innovation and Industry and Mining.

**Local Planning Agency Public Hearing – January 2, 2018:** The Local Planning Agency supported staff's recommendation of approval based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

Joint City-County Commission Transmittal Hearing – February 27, 2018: The City Commission and Board of County Commissioners voted to approve the proposed text amendment.

# F. CONCLUSION:

Based on the above analysis, Planning Department staff recommends approval of the amendment request for the following reasons:

- Consistency Comprehensive Plan policies
- Consistency with previous City or County Commission actions
- Consistency with Planning Department projects, initiatives, etc.

# H. ATTACHMENTS:

Attachment #1: Proposed land use categories

Attachment #2: Proposed text amendments to provide internal consistency with the proposed land use categories



2018 Comprehensive Plan Amendment Cycle
PCT201801
Research and Innovation and
Industry and Mining Land Uses

**Attachment #1: Proposed Land Uses** 

# **Research and Innovation Land Use**

#### INTENT

Districts that support research and innovation are key components of an economic development strategy for the City of Tallahassee and Leon County. Maintaining lands used for research and innovation and expanding these uses in appropriate areas are necessary for job creation, flexibility to adapt to changing economic trends, and economic diversification essential for the community's future.

The intent of the Research and Innovation Land Use category is to recognize the variety of uses that occur in these districts and to facilitate the location of jobs relative to the homes of people who can provide critical talent in skilled trades.

Research and Innovation uses should be encouraged in areas with access to transit, bicycle, and pedestrian facilities. Because of the need for infrastructure and public services, the Research and Innovation Land Use shall only apply to areas located within the Urban Services Area.

# **ALLOWABLE USES, DENSITIES, AND INTENSITIES**

The Research and Innovation Land Use category accommodates a variety of uses that may have similar demands on public infrastructure. Research and Development and Innovation District uses are allowable in the Research and Innovation Land Use.

- **1. Research and Development** Research and Development uses shall be permitted at a maximum intensity of 45,000 square feet of gross building floor area per acre. Mixed use Research and Development projects may include commercial, office (other than the research and development uses), and residential uses. These ancillary uses may not exceed 40% of the total gross square footage of a Research and Development project.
- **2. Innovation District** Innovation Districts may include up to 45,000 square feet of gross building floor area per acre. The mixture of uses shall emphasize the technological and collaborative nature of these districts by including in the buildable square footage up to

80% in Innovation District, Research and Development, or compatible Light Industrial uses, up to 40% residential uses, and up to 40% in other non-residential support uses. Design standards detailed in the land development code shall provide for the protection of adjacent non-research and innovation properties by arranging the residential uses and non-research and innovation uses as a buffer or transition to adjacent properties.

# **SPECIAL CONDITIONS**

The following special conditions shall apply to the Research and Innovation Future Land Use category:

- 1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Research and Innovation Land Use.
- 2. Site plans must demonstrate the protection of adjacent non-research and innovation properties through development standards outlined in the land development codes.
- 3. A plan for vehicular access to and from the site addressing delivery trucks and specialized equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.

# **Industry and Mining Land Use**

#### INTENT

Advanced manufacturing, industrial uses, and mining are important parts of the economy in the City of Tallahassee and Leon County. Dramatic shifts in the technologies used by these sectors are resulting in operations that are often cleaner, quieter, and less noxious to neighboring uses than traditional industrial uses. Industry and mining uses in appropriate locations provide necessary jobs and the raw materials needed to support growth and development in the community.

Industry and mining uses intended for the distribution of manufactured goods should be encouraged in areas with access to the Tallahassee International Airport or the Florida Department of Transportation's (FDOT) Strategic Intermodal System (SIS) facilities. Because of the need for infrastructure and public services, the Industry and Mining Land Use shall only apply to areas located within the Urban Services Area.

Because industrial uses vary in their operations and potential for offsite impacts, performance and locational criteria shall be established in the City and County land development codes for the implementing zoning districts. Whenever possible, noise, vibrations, smoke, dust and particulate matter, odor, and lighting resulting from industry and mining uses shall be prevented. In cases where the impacts cannot be prevented, they shall be mitigated to avoid negative impacts on properties in the vicinity of these uses.

# **ALLOWABLE USES, DENSITIES, AND INTENSITIES**

The Industry and Mining Land Use category accommodates a variety of uses that may have similar demands on public infrastructure. Light industrial, mining, and heavy industrial uses are allowable in the Industry and Mining Land Use.

- **1. Light Industrial** Light Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. Ancillary residential uses (intended for caretaking, maintenance, the temporary lodging of employees, or security) may not exceed two units per acre.
- **2. Mining** Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties. All mining uses are subject to fencing requirements as identified in the land development regulations. Mining uses may be subject to an

Environmental Resource Permit (ERP) pursuant to Chapter 373, F.S., and Rule 62-330, Florida Administrative Code (F.A.C.) and mandatory reclamation requirements pursuant to Chapter 378, F.S., and Rule 62C-39, F.A.C.

3. Heavy Industrial – Heavy Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. All applicable development must comply with Title 14 Code of Federal Regulations Part 77.9 Construction or alteration requiring notice. Those industries that have the potential to result in any other pollution of the air or ground shall adhere to existing local, state and federal operational or industry standards, and avoid or mitigate these potential impacts. These areas shall have stringent locational criteria and require extensive buffering and/or relative distance from other land uses. These uses may require employment of techniques to prevent substantial impacts off-site or require mitigation and/or minimization techniques for impacts. Ancillary commercial uses designed to serve adjacent workers may be permitted.

# SPECIAL CONDITIONS

The following special conditions shall apply to the Industry and Mining Land Use category:

- 1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Industry and Mining Land Use.
- 2. Site plans must demonstrate the protection of adjacent non-science and industry properties through development standards outlined in the land development codes.
- 3. A plan for vehicular access to and from the site addressing heavy trucks and equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.
- 4. Hydraulic fracturing, commonly referred to as fracking, is not a permitted use in the Industry and Mining Land Use.

# **GLOSSARY**

**Research and Development:** Research and Development uses shall have minimal offsite impacts and include facilities for developing technologies related to the physical and life sciences. Facilities may include laboratories, wet laboratories, classrooms, commercialization centers, coworking spaces, makerspaces, craftsman studios, proof of concept centers, and related facilities. Active and passive recreation, open space, hotels, restaurants, and limited retail and residential are allowed as ancillary uses to support the collaborative nature of research and development centers.

Light Industrial: Light Industrial uses typically constrain potentially offensive impacts onsite, either through complete enclosure or a combination of enclosure and screening. Light Industrial uses shall include the finishing of products composed of previously manufactured component parts (such as the assembly of apparel or food processing excluding slaughter); and any manufacturing, storage, or distribution of products unlikely to cause any of the following impacts to be detected off-site: odor, noise, fumes or dispersion of waste, or radiation. Ancillary commercial uses designed to serve adjacent workers may be permitted. Light Industrial uses are not dependent upon direct access to rail facilities for off-loading and on-loading. Mixed Use Industrial sites allow light industrial uses supported by training facilities, offices, restaurants, small scale commercial storefronts, factory tours, retail, ancillary residential and/or open space uses.

Mining: Mining uses have the potential for substantial offsite impacts and alterations to the land structure on and around the mining site. Mining uses shall include the mining and quarrying of sand, gravel, clay, limestone, ceramic, and refractory minerals. Mining uses do not include hydraulic fracturing. Mining uses typically depend on a transportation system that can support large and heavy trucks.

**Hydraulic Fracturing:** The process by which fractures are created by pumping fluids at high pressure into target rock formations to stimulate the flow of natural gas or oil, increasing the volumes that can be recovered.

**Heavy Industrial:** Heavy industrial uses have or may have substantial offsite impacts, such as noise, vibrations, smoke, dust and particulate matter, and noxious or odorous gases. Heavy industrial uses typically depend on access to Strategic Intermodal System (SIS) facilities, rail facilities, or airport facilities.

Commercialization Centers: Facilities designed to further develop technologies through research partnerships, assistance with patents, and support for delivering products to the market through licensing and the creation of companies.

**Coworking Spaces:** Shared workplaces or offices that facilitate the social gathering of a group of people who are still working independently. Unlike in a typical office, those utilizing coworking spaces are usually not employed by the same organization. Coworking spaces are often attractive to work-at-home professionals, independent contractors, or people who travel frequently.

**Makerspaces:** Collaborative work spaces with tools available for the purposes of enabling people to design, prototype and create manufactured works that typically would not be possible to create with the resources available to individuals working alone. Makerspaces are intended to provide access to equipment, community, and education. Makerspaces often have a variety of equipment, such as 3D printers, laser cutters, CNC (Computer Numerical Control) machines, soldering irons, or sewing machines.

**Proof of Concept Centers:** Facilities designed to provide services related to financial capital, business support, and university research to promote the adoption and further development of programs that aid technologies through phases between patenting and the creation of marketable products.

Wet Laboratories: Laboratories where chemicals, drugs, or other materials are handled in liquid solutions or volatile phases, requiring direct ventilation and specialized piped utilities (typically water and various gases).

Innovation Districts: Geographic areas that are physically compact, walkable, and transit-accessible where educational institutions, university-affiliated research and development facilities, and/or technology-focused companies cluster and connect with startup companies, business incubators, and business accelerators. Innovation Districts are mixed-use areas that provide housing, office, and retail in addition to the educational and business uses.

**Startup Company:** An entrepreneurial venture that is typically a newly emerged, fast-growing business that aims to meet a marketplace need by developing a viable business model around an innovative product, service, process or a platform.

**Business Incubator:** Organizations that helps new and startup companies develop by providing services such as management training or office space, and are often a good path to capital from investors.

**Business Accelerator:** An organization that offers a range of support services and funding opportunities for startup businesses, including capital and investment, mentorship, office space and supply chain resources.

**Compatibility:** A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.



# 2018 Comprehensive Plan Amendment Cycle

PCT201801

Research and Innovation and Industry and Mining Land Uses

# Attachment #2

# **Additional Text Amendments for Internal Consistency**

**Policy 1.4.15: [L]** (EFF. 8/17/92)

Waive access standards for <u>heavy</u> industrial land uses within the Heavy Industrial Future Land Use category and <u>Industry and Mining Future Land Use category</u>. This will be done in conjunction with adopting a policy which waives local and minor collector access standards for all planned industrial and commercial development.

# **Policy 2.1.1: [L]** (REV. EFF. 6/28/95; REV. EFF. 7/26/06)

Protect existing residential areas from encroachment of incompatible uses that are destructive to the character and integrity of the residential environment. Comprehensive Plan provisions and Land Development Regulations to accomplish this shall include, but are not limited to:

e) Preclusion of future heavy industrial adjoining any residential area Prevention or mitigation of off-site impacts from Industry and Mining uses.

# Policy 2.2.3: [L]

RESIDENTIAL PRESERVATION (EFF. 7/16/90; REV. EFF.

7/26/06; REV. EFF. 4/10/09)

c) Limitations on existing light industry adjoining residential preservation neighborhoods.

New, Expanding or redeveloped light industrial uses adjoining low density residential areas within the residential preservation land use category shall mitigate potential negative impacts and provide screening, buffering, or by providing a transitional development area between the light industrial uses and the low and medium density residential uses.

The factors cited in paragraph (e) below shall be considered when determining compatibility, design techniques and the size of the transitional development area.

The design and layout of adjoining expanding or redeveloping light industrial uses adjoining residential preservation areas shall be oriented to place the section of the development with the least potential negative impacts in the area next to the existing and/or future low density residential area in the residential preservation land use category. New light industrial land uses shall not be designated next to a residential preservation area prevent or mitigate off-site impacts in accordance with the Research and Innovation Land Use category or the Industry and Mining Land Use category and applicable Land Development Regulations.

# Policy 2.2.5: [L]

**SUBURBAN (EFF. 3/14/07)** 

# Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

Light

**Industrial** 

Office, Commercial up to 10,000

SQ FT per business, Light

Industrial, Recreation, Light &

Heavy Infrastructure,

Community Service & Post-

Secondary Schools and ancillary

residential

1 UNIT/

**DEVELOP** 

**MENT** 

20,000 SQ

FT/ ACRE (9)

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, <u>and</u> retail <u>and light industrial</u> development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

# Policy 2.2.7: [L]

HEAVY INDUSTRIAL (EFF. 12/10/91; REV. EFF. 7/26/06;

# RENUMBERED 3/14/07)

Contains industrial uses which have or may have substantial offsite impacts. These areas have locational criteria more stringent than residential or commercial. Off-site impacts require extensive buffering and/or relative distance from other land uses. Ancillary commercial uses designed to serve adjacent workers may be permitted. Other commercial and residential land uses are prohibited due to the encroachment factor. No additional property shall be designated with the Heavy Industrial Land Use category. Amendments to the Future Land Use Map adopted for the purposes of developing heavy industrial uses shall be designated with the Industry and Mining Land Use category.

# Policy 2.2.26: [L]

# **Land Use Development Matrix**

(Note: The Land Use Development Matrix does not apply to Bradfordville Mixed Use, Suburban, Research and Innovation, Industry and Mining, Urban Residential 2, Village Mixed Use, Planned Development, Central Core, Central Urban, University Transition, and Woodville Rural Community.)

# **Policy 4.1.3: [L]** (REV. EFF. 12/23/96; REV. EFF. 3/14/07)

The following limitations shall apply to industrial development.

Industrial development shall be located in such a manner as to prohibit industrial traffic through predominantly residential areas. Land Development Regulations shall address access standards for Industry and Mining uses to protect predominantly residential areas from traffic impacts traffic generated by industrial development. At a minimum, the following limitations shall apply:

a) No future heavy industrial uses shall be allowed to adjoin existing low density and medium density residential uses.

b) Future light and heavy industrial uses will be prohibited on local and minor collector streets providing primary access to residential development.

# **Policy 4.1.4: [L]** (EFF. 7/16/90)

Environmental impacts, infrastructure availability, transportation and land use compatibility criteria, as pictorially depicted on the matrix, shall be major factors in reviewing and approving heavy industrial land use and intensity Industry and Mining Land Uses.

# Policy 5.2.2: [L] (EFF. 12/7/99)

By 2001, Land development regulations shall establish the maximum allowable dimension of water distribution pipelines necessary to support urban intensity development. Water distribution pipelines that do not exceed this dimension shall be considered public facilities, necessary to support urban development, and allowed within all land use categories. New water distribution pipelines in excess of the established dimension limit for public facilities shall be considered as industrial uses and shall be required to be located within the industrial future Government Operational or Industry and Mining land use category.

# Glossary

HEAVY INDUSTRIAL: (EFF. 7/16/90) The use of land for the manufacture of material or products from extracted or raw material; the extraction of mineral resources, except water; processing of wood to lumber or wood pulp, or wood pulp to paper; any refinement or distillation of petroleum resources, and conversion or smelting of ores to metals. Also, Heavy Industrial Use shall include any manufacturing, distribution, wholesaling or storage of any raw-material or product—finished or unfinished— which is characterized by one or more of the following: 1) Producing impacts detectable off-site from smoke, dust, dispersion of particulate matter, noxious or odorous gases, or any other pollution of the air; 2) Producing water pollution detectable off-site, including thermal pollution; 3) The storage, manufacture, processing or distribution of any radioactive waste, explosive, or flammable materials; 4) The creation of noise or vibration not compatible with residential, agricultural, or commercial activities. 5) Any use generating or storing over 1000 KG/MO hazardous waste.

Heavy Industrial Uses have considerable impacts upon infrastructure and utilities. Heavy Industrial Uses require access and facilities for truck and/or rail delivery and pickup. Loading and off-loading is frequently accomplished by truck or rail, seldom by automobile. Demand for water and electricity is typically heavy.

LIGHT INDUSTRIAL: (EFF. 7/16/90) The use of land for the finishing of products composed of previously manufactured component parts; and any manufacturing, storage, or distribution of products unlikely to cause any of the following objectionable impacts to be detected off site: odor, noise, fumes or dispersion of waste, or radiation. Light Industrial uses are not dependent upon direct access to rail facilities for off-loading and on-loading. Light Industrial uses typically contain potentially offensive impacts onsite either through complete enclosure or a combination of enclosure and screening. MINOR: One activity on a less than 10 acre site. PARK: One activity on a greater than 10 acre site or 2 or more activities on one site.



# 2018 Comprehensive Plan Amendment Cycle PCT201802 Regional Mobility Plan Maps

SUMMARY							
Applicant:	Proposed Change	TLCPD Recommendation:					
Tallahassee-Leon County Planning Department	Update Adopted Cost Feasible Plan Maps	Approve					
TLCPD Staff:	Comprehensive Plan Element	LPA Recommendation:					
Julie Christesen	Mobility Element						
Contact Information:	Policy Number(s)	A =======					
Julie.christesen@talgov.com	Maps 28-41 in the Mobility	Approve					
850-891-6433	Element						
Date: October 4, 2017	Updated: March 2, 2018						

## A. SUMMARY:

The Mobility Element of the Tallahassee-Leon County Comprehensive Plan includes maps depicting projects from the Cost Feasible Plan section of the Regional Mobility Plan (also known as the Long Range Transportation Plan). The Regional Mobility Plan is updated every five years. This proposed amendment would replace the maps from the 2035 Regional Mobility Plan with maps and project lists from the 2040 Regional Mobility Plan.

This is a regular update conducted approximately every five (5) years.

# **B. STAFF RECOMMENDATION:**

Approve.

# **B. LOCAL PLANNING AGENCY RECOMMENDATION:**

Approve.

# C. PROPOSED POLICY CHANGE:

See Attachment #1.

## D. APPLICANT'S REASON FOR THE AMENDMENT:

The proposed changes are staff-initiated to ensure consistency between the Tallahassee-Leon County Comprehensive Plan and the adopted 2040 Regional Mobility Plan (Long Range Transportation Plan). This is a regular update conducted approximately every five (5) years.

# **E. STAFF ANALYSIS**

# History and Background

The Cost Feasible Plan maps from the 2035 Regional Mobility Plan were adopted into the Tallahassee-Leon County Comprehensive Plan during the 2011 Comprehensive Plan Amendment Cycle. The Capital Region Transportation Planning Agency (CRTPA) Board adopted the 2040 Regional Mobility Plan on November 16, 2015. The proposed amendment would replace the 2035 Regional Mobility Plan maps with a 2040 Regional Mobility Plan map and project lists.

# **Previous Commission Consideration**

- The Cost Feasible Plan Maps from the Regional Mobility Plan were last updated in the Mobility Element during the 2011 cycle.
- The Capital Region Transportation Planning Agency (CRTPA) Board adopted the 2040 Regional Mobility Plan on November 16, 2015.

# F. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

	Cycle 2016 Meetings	Dates	Time and Locations			
X	Local Planning Agency Workshop	November 7, 2017	3:00 PM, Second Floor, Frenchtown Renaissance Center			
X	Local Planning Agency Public Hearing	January 2, 2018	6:00 PM, Second Floor, Frenchtown Renaissance Center			
X	Joint City-County Commission Workshop	January 23, 2018	1:00 PM, Fifth Floor, Leon County Courthouse			
X	Joint City-County Transmittal Public Hearing	February 27, 2018	6:00 PM, Fifth Floor, Leon County Courthouse			
	Joint City-County Adoption Public Hearing	April 10, 2018	6:00 PM, Fifth Floor, Leon County Courthouse			

**Public Open House - November 16, 2017:** 14 citizens attended the first open house to discuss the 2018 Cycle amendments. Of the 14 attendees, none were present to discuss this amendment. There were no questions or comments on this proposed amendment.

**Local Planning Agency Public Hearing - December 5, 2017:** Due to a Blueprint Intergovernmental Agency (IA) meeting being scheduled for the same afternoon, the members of the Local Planning Agency voted to continue the Public Hearing to the January 2, 2018 Local Planning Agency meeting.

**Local Planning Agency Public Hearing – January 2, 2018:** The Local Planning Agency supported staff's recommendation of approval based upon consistency with the Comprehensive Plan and findings of fact outlined in this staff report.

Joint City-County Commission Transmittal Public Hearing – February 27, 2018: The City Commission and Board of County Commissioners voted to approve the proposed text amendment.

#### G. CONCLUSION:

Based on the above analysis, Planning Department staff recommends approval of the amendment request for the following reasons:

- This amendment will ensure consistency between the Tallahassee-Leon County Comprehensive Plan and the adopted 2040 Regional Mobility Plan (also known as the Long Range Transportation Plan).
- 2. Updating the Mobility Element with the 2040 Regional Mobility Plan Cost Feasible Map and project lists is consistent with Goal 1 [M], Motorized, Bicycle, and Pedestrian Circulation, as these projects aid in establishing and maintaining the transportation system laid out in the goal, which states:
  - Goal 1: [M] Motorized, Bicycle, and Pedestrian Circulation. Establish and maintain a safe, convenient, energy efficient, and environmentally sound automobile, transit, bicycle and pedestrian transportation system, capable of moving people of all ages and abilities as well as goods.
- 3. Updating the Mobility Element with the 2040 Regional Mobility Plan Cost Feasible Map and project lists is consistent with Policy 1.4.7 [M], Energy Efficiency District Network and Connectivity, which states:

Energy efficiency districts shall have a dense, interconnected network of local and collector streets, sidewalks, bike lanes, and shared-use paths in accordance with the following:

1. The street, bicycle, and pedestrian network shall be comprised of a system of interconnected and direct routes with a connectivity index of 50 or more polygons per square mile;

- 2. For areas with a connectivity index below 50, the missing links in the network shall be identified and eliminated where feasible through the development and capital improvement process;
- 3. Prioritization of connectivity projects shall recognize the importance of areas with high concentrations of pedestrian activity and of areas where connections are needed to ensure easy access between transportation modes, with particular attention to bicycle and pedestrian access to schools, transit stops and regional greenway or trail systems.
- 4. Direct bicycle and pedestrian connections shall be provided within and between residential areas and
- 4. Updating the Mobility Elements with the 2040 Regional Mobility Plan Cost Feasible Map and project lists is consistent with Policy 1.6.3: [M], which states:
  - Future right-of-way needs for selected transportation corridors designated for improvement in the Tallahassee-Leon County Comprehensive Plan are generally depicted in the table below and in the Future Right-of-Way Needs Map and the Long Range Transportation Plan.
- 5. The proposed amendment will assist the City and County in meeting and maintaining established level of service standards, accommodating planned future growth, and will help assure the continued development of a safe, efficient and sustainable transportation system for the citizens of Tallahassee and Leon County.

# H. ATTACHMENTS:

Attachment #1: Cost Feasible Plan map and project tables from the adopted 2040 Regional Mobility Plan.



# 2018 Comprehensive Plan Amendment Cycle PCT201802 Regional Mobility Plan Maps

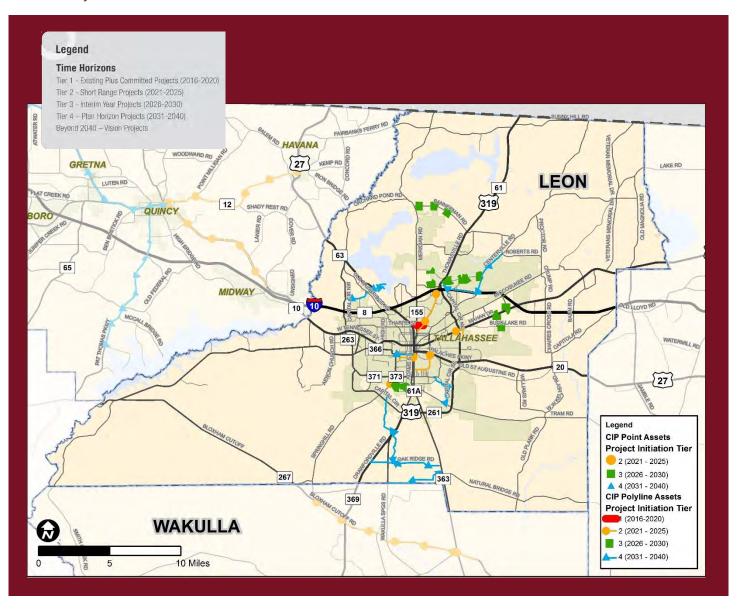
# Attachment #1

Remove the following figures from the Mobility Element:

- Map 28: Adopted Cost Feasible Plan, CRTPA Regional Mobility Plan
- Map 29: Adopted Cost Feasible Plan, Bike and Pedestrian Projects
- Map 30: Adopted Cost Feasible Plan, Bike Lanes and Sidewalk Projects
- Map 31: Adopted Cost Feasible Plan, Bike Lane Projects
- Map 32: Adopted Cost Feasible Plan, Bike Route Projects
- Map 33: Adopted Cost Feasible Plan, Bus Rapid Transit Projects
- Map 34: Adopted Cost Feasible Plan, Bus Service Projects
- Map 35: Adopted Cost Feasible Plan, Bus Transfer Center Projects
- Map 36: Adopted Cost Feasible Plan, Express Bus Projects
- Map 37: Adopted Cost Feasible Plan, Median Projects
- Map 38: Adopted Cost Feasible Plan, Shared-Use Path Projects
- Map 39: Adopted Cost Feasible Plan, Sidewalk Projects
- Map 40: Adopted Cost Feasible Plan, Intersection Projects
- Map 41: Adopted Cost Feasible Plan, Other Public Projects

Replace the removed figures with the Cost Feasible Plan map and project tables from the adopted 2040 Regional Mobility Plan.

# Leon County Cost Feasible Plan



# Leon County Cost Feasible Plan (Roadway)

ID	Project Name	Strategy	Tier 1	Tier 2	Tier 3	Tier 4	Total Cost
75	Thomasville Rd, Meridian Rd, and 7th Ave Intersection*	Intersection		ВР	BP		\$ 22,347,900
138	Mahan Dr and Capital Circle Northeast Flyover	Intersection		CRTPA	CRTPA		\$ 46,558,125
397	Lake Bradford Rd to Madison St Connection	New Road			CRTPA		\$ 24,964,940
407	DeSoto Park Dr Extension	New Road			CRTPA		\$ 2,102,100
369	Welaunee Blvd Extension*	New Road		BP	BP		\$ 73,607,361
1571	Welaunee Blvd Extension*	New Road		BP	BP		\$ 29,442,669
137	Welaunee Blvd/I-10 Interchange	New Interchange		CRTPA	CRTPA		\$ 46,558,125
1527	Woodville Hwy/Natural Bridge Rd Roundabout	Roundabout		CRTPA			\$ 828,900
179	Bannerman Rd*	Widen Road		BP	BP		\$ 42,171,150
181	Tharpe St*	Widen Road		BP	BP		\$ 51,391,893
1026	Woodville Hwy*	Widen Road	CRTPA	CRTPA	CRTPA		\$ 42,171,150
1142	Orange Ave	Widen Road				CRTPA	\$ 96,276,383
1365	West Side Student Corridor Gateway (Pensacola St)*	Widen Road		BP		BP	\$ 29,680,572
1554	Orange Ave*	Widen Road		CRTPA	CRTPA		\$ 29,366,796
382	Capital Circle Southwest*	Widen Road	CRTPA	CRTPA	CRTPA		\$ 64,074,515
1513	Capital Circle Southwest*	Widen Road		CRTPA		CRTPA	\$90,012,108
383	Lake Bradford Rd/Springhill Rd*	Widen Road		BP	BP		\$ 81,546,384
Total (17)							\$733,101,071

<sup>\* =</sup> Blueprint (BP) project

# Leon County Cost Feasible Plan (Bicycle/Pedestrian)

ID	Project Name	Strategy	Tier 1	Tier 2	Tier 3	Tier 4	Total Cost
136	St Marks Trail Connection to Orange Ave	Bike Intersection		CRTPA			\$ 165,780
422	Glenview Dr	Sidewalk	CRTPA	CRTPA			\$ 534,340
1556	Magnolia Dr	Sidewalk		CRTPA	CRTPA		\$ 811,053
444	Lake Jackson Mounds State Park Trail	Shared Use Path			_	CRTPA	\$ 3,178,430
447	Capital Cascades Trail*	Shared Use Path		BP			\$ 978,716
454	Goose Pond Trail*	Shared Use Path		BP			\$ 954,156
456	Capital Cascades Trail*	Shared Use Path		BP			\$ 2,447,404
527	Thomasville Rd Trail*	Shared Use Path		BP		_	\$ 5,142,864
462	Buck Lake Trail	Shared Use Path			BP		\$ 3,018,730
514	Segment 5A Trail (Killearn Greenway)*	Shared Use Path			BP		\$ 1,255 540
525	Timberlane Trail*	Shared Use Path			BP		\$ 1,174,030
180	Bannerman Road Trail*	Shared Use Path			BP		\$ 2,541,110
465	Dr. Charles Billings Greenway*	Shared Use Path			BP		\$ 1,860,430
473	Segment 5A Trail (Killearn Greenway)*	Shared Use Path			BP		\$ 1,335,620
470	Centerville Rd Trail*	Shared Use Path				BP	\$ 4,160,192
474	Southwest Sector Greenway*	Shared Use Path				BP	\$ 3,923,403
476	Segment 5B Trail (I-10 Greenway)*	Shared Use Path				BP	\$ 3,566,399
516	Pine Flats Trail*	Shared Use Path				BP	\$ 7,792,163
518	Oak Ridge Trail*	Shared Use Path				BP	\$ 6,161,965
1374	Lake Jackson Connection*	Shared Use Path				BP	\$ 1,382,481
1440	Gaines St	Shared Use Path				CRTPA	\$ 1,488,125
Total (21)							\$ 57,760,255

<sup>\* =</sup> Blueprint (BP) project

# Leon County Cost Feasible Plan (Transit)

ID	Project Name	Tier 1	Tier 2	Tier 3	Tier 4	Total Cost
3026	Bus Stop Upgrades	StarMetro	StarMetro	StarMetro		\$ 5,303,397
3027	Connection Centers	StarMetro	StarMetro	StarMetro		\$ 3,637,301
3028	Real-Time Bus Location Software	StarMetro				\$ 80,000
3029	Mobile Trip Planner	StarMetro				\$ 27,000
3030	Variable Message Signs	StarMetro				\$ 38,000
3031	Automatic Passenger Counters	StarMetro				\$ 194,000
3032	Stop Annunciation	StarMetro				\$ 349,000
3051	CNG Facility	StarMetro				\$ 4,244,000
3033	Transit Signal Prioritization	StarMetro				\$ 859,000
3034	Fixed-Route Buses	StarMetro	StarMetro	StarMetro		\$ 39,156,351
3035	Demand Response Vans	StarMetro	StarMetro	StarMetro		\$ 3,682,731
3036	Operations and Maintenance Facility		StarMetro	StarMetro		\$ 13,456,456
3037	BRT Infrastructure (including TVMs)				StarMetro	\$ 23,063,200
3038	Park-and-Ride Lots				StarMetro	\$ 8,007,094
3039	Articulated Vehicles				StarMetro	\$ 6,956,118
3040	C.K. Steele Plaza Renovations		StarMetro	StarMetro		\$ 44,441,939
3041	Fareboxes		StarMetro	StarMetro		\$ 2,480,990
3042	Fare Payment Application	StarMetro				\$ 212,000
3047	Expansion Fixed-Route Vehicles			StarMetro		\$ 21,670,280
3048	Spare Fixed-Route Expansion Vehicles				StarMetro	\$ 5,313,170
3049	Expansion Cutaway Vehicles				StarMetro	\$ 3,187,538
3050	Spare Cutaway Expansion Vehicles				StarMetro	\$ 868,832
Total (22)						\$189,228,397

1 ORDINANCE NO. 18-O-12 2 3 AN ORDINANCE OF THE CITY OF TALLAHASSEE ADOPTING LARGE SCALE 4 MAP AND TEXT AMENDMENTS TO THE 2030 TALLAHASSEE/LEON COUNTY 5 COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND CONFLICTS; 6 AND PROVIDING AN EFFECTIVE DATE. 7 8 WHEREAS, Chapters 163 and 166, Florida Statutes, empower the City Commission of the City 9 of Tallahassee to prepare and enforce comprehensive plans for the development of the 10 City; and, 11 WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning 12 Act, empower and require the City Commission of the City of Tallahassee to (a) plan for 13 the City's future development and growth; (b) adopt and amend comprehensive plans, or 14 elements or portions thereof, to guide the future growth and development of the City; (c) 15 implement adopted or amended comprehensive plans by the adoption of appropriate land 16 development regulations; and (d) establish, support, and maintain administrative 17 instruments and procedures to carry out the provisions and purposes of the Act; and, 18 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission of the City of 19 Tallahassee has held several public work sessions, public meetings and several public 20 hearings with due public notice having been provided, on these amendments to the 21 Comprehensive Plan; and, 22 WHEREAS, on May 23, 2017, pursuant to Section 163.3184, Florida Statutes, the City 23 Commission of the City of Tallahassee transmitted copies of the proposed 24 amendments of the comprehensive plan to the Department of Economic Opportunity 25 and other state and regional agencies for written comment; and, 26 WHEREAS, the City Commission of the City of Tallahassee considered all oral and 27 written comments received during public hearings, including the data collection and 28 analyses packages, the recommendations of the Local Planning Agency/Planning

1 Commission; and, 2 WHEREAS, in exercise of its authority, the City Commission of the City of Tallahassee has 3 determined it necessary and desirable to adopt these amendments to the comprehensive 4 plan to preserve and enhance present advantages; encourage the most appropriate use of 5 land, water and resources, consistent with the public interest; overcome present 6 handicaps; and deal effectively with future problems that may result from the use and 7 development of land within the City of Tallahassee, and to meet all requirements of law. 8 NOW THEREFORE, BE IT ENACTED by the People of the City of Tallahassee, Florida, as 9 follows, that: 10 Section 1. Purpose and Intent. 11 This ordinance is hereby enacted to carry out the purpose and intent of, and exercise the 12 authority set out in, Sections 163.3161 through 163.3215, Florida Statutes, the Community 13 Planning Act. 14 Section 2. Map Amendment. 15 The ordinance does hereby adopt the following portion of the text attached hereto as 16 Exhibit "A," and made a part hereof, as an amendment to the Tallahassee-Leon County 17 2030 Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County 18 2030 Comprehensive Plan," as amended, in accordance therewith, being an amendment to the 19 following Plan element: 20 Map Amendment PCM201804 which relates to the Future Land Use Map. 21 Section 3. Text Amendment. 22 The ordinance does hereby adopt the following portion of the text attached hereto as 23 Exhibit "B," and made a part hereof, as an amendment to the Tallahassee-Leon County 24 2030 Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County

- 1 2030 Comprehensive Plan," as amended, in accordance therewith, being an amendment to the
- 3 Text Amendment PCT201801 which relates to the Land Use Element.

### 4 Section 4. Text Amendment.

following Plan element:

2

- 5 The ordinance does hereby adopt the following portion of the text attached hereto as
- 6 Exhibit "C," and made a part hereof, as an amendment to the Tallahassee-Leon County
- 7 2030 Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County
- 8 2030 Comprehensive Plan," as amended, in accordance therewith, being an amendment to the
- 9 following Plan element:
- Map Amendment PCT201802 which relates to the Mobility Element.

## 11 Section 5. Conflict With Other Ordinances and Codes.

- All ordinances or parts of ordinances of the Code of Ordinances of the City of Tallahassee,
- Florida, in conflict with the provisions of this ordinance are hereby repealed to the extent of
- such conflict.

19

20

#### 15 <u>Section 6. Severability.</u>

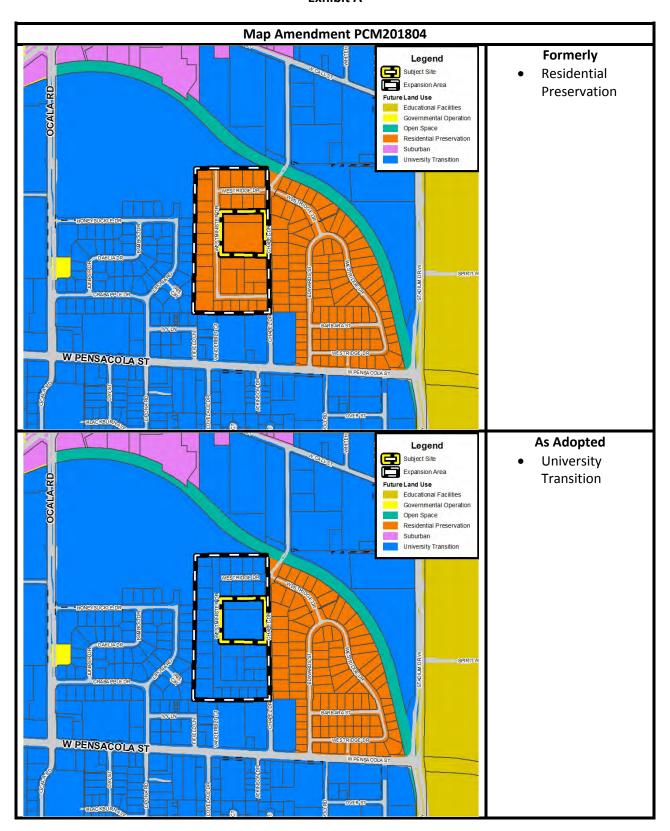
- 16 If any provision or portion of this ordinance is declared by any court of competent
- 17 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions
- and portions of this Ordinance shall remain in full force and effect.

## Section 7. Copy on File.

- To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public, a
- certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon
- 23 2030 Comprehensive Plan and these amendments thereto, shall also be located in the
- 24 Tallahassee-Leon County Planning Department. The Planning Director shall also make copies

1	available to the public for a reasonable publication charge.					
2	Section 8. Effective Date.					
3	The effective date of these Plan amendments shall be according to law and the applicable					
4	statutes and regulations pertaining thereto.					
5	INTRODUCED in the City Commission on the 21st day of March, 2018.					
6	PASSED the City Commission on the 10th day of April, 2018.					
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 22 23 24 25 26 27 28 29 33 33 34 35	CITY OF TALLAHASSEE  By:					

**Exhibit A** 



#### **Exhibit B**

#### **Text Amendment PCT201801**

Policy 2.2.27: [L]

## **Research and Innovation Land Use**

#### **INTENT**

<u>Districts that support research and innovation are key components of an economic development</u> <u>strategy for the City of Tallahassee and Leon County. Maintaining lands used for research and innovation and expanding these uses in appropriate areas are necessary for job creation, flexibility to adapt to changing economic trends, and economic diversification essential for the community's future.</u>

The intent of the Research and Innovation Land Use category is to recognize the variety of uses that occur in these districts and to facilitate the location of jobs relative to the homes of people who can provide critical talent in skilled trades.

Research and Innovation uses should be encouraged in areas with access to transit, bicycle, and pedestrian facilities. Because of the need for infrastructure and public services, the Research and Innovation Land Use shall only apply to areas located within the Urban Services Area.

#### ALLOWABLE USES, DENSITIES, AND INTENSITIES

The Research and Innovation Land Use category accommodates a variety of uses that may have similar demands on public infrastructure. Research and Development and Innovation District uses are allowable in the Research and Innovation Land Use.

- 1. Research and Development Research and Development uses shall be permitted at a maximum intensity of 45,000 square feet of gross building floor area per acre. Mixed use Research and Development projects may include commercial, office (other than the research and development uses), and residential uses. These ancillary uses may not exceed 40% of the total gross square footage of a Research and Development project.
- 2. Innovation District Innovation Districts may include up to 45,000 square feet of gross building floor area per acre. The mixture of uses shall emphasize the technological and collaborative nature of these districts by including in the buildable square footage up to 80% in Innovation District, Research and Development, or compatible Light Industrial uses, up to 40% residential uses, and up to 40% in other non-residential support uses. Design standards detailed in the land development code shall provide for the protection of adjacent non-research and innovation properties by arranging the residential uses and non-research and innovation uses as a buffer or transition to adjacent properties.

#### **SPECIAL CONDITIONS**

The following special conditions shall apply to the Research and Innovation Future Land Use category:

- 1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Research and Innovation Land Use.
- 2. <u>Site plans must demonstrate the protection of adjacent non-research and innovation properties through development standards outlined in the land development codes.</u>
- 3. A plan for vehicular access to and from the site addressing delivery trucks and specialized equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.

#### Policy 2.2.28: [L]

## **Industry and Mining Land Use**

#### INTENT

Advanced manufacturing, industrial uses, and mining are important parts of the economy in the City of Tallahassee and Leon County. Dramatic shifts in the technologies used by these sectors are resulting in operations that are often cleaner, quieter, and less noxious to neighboring uses than traditional industrial uses. Industry and mining uses in appropriate locations provide necessary jobs and the raw materials needed to support growth and development in the community.

Industry and mining uses intended for the distribution of manufactured goods should be encouraged in areas with access to the Tallahassee International Airport or the Florida Department of Transportation's (FDOT) Strategic Intermodal System (SIS) facilities. Because of the need for infrastructure and public services, the Industry and Mining Land Use shall only apply to areas located within the Urban Services Area.

Because industrial uses vary in their operations and potential for offsite impacts, performance and locational criteria shall be established in the City and County land development codes for the implementing zoning districts. Whenever possible, noise, vibrations, smoke, dust and particulate matter, odor, and lighting resulting from industry and mining uses shall be prevented. In cases where the impacts cannot be prevented, they shall be mitigated to avoid negative impacts on properties in the vicinity of these uses.

#### **ALLOWABLE USES, DENSITIES, AND INTENSITIES**

The Industry and Mining Land Use category accommodates a variety of uses that may have similar demands on public infrastructure. Light industrial, mining, and heavy industrial uses are allowable in the Industry and Mining Land Use.

1. Light Industrial – Light Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. Ancillary residential uses (intended for caretaking, maintenance, the temporary lodging of employees, or security) may not exceed two units per acre.

- 2. Mining Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties. All mining uses are subject to fencing requirements as identified in the land development regulations.

  Mining uses may be subject to an Environmental Resource Permit (ERP) pursuant to Chapter 373, F.S., and Rule 62-330, Florida Administrative Code (F.A.C.) and mandatory reclamation requirements pursuant to Chapter 378, F.S., and Rule 62C-39, F.A.C.
- 3. Heavy Industrial Heavy Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. All applicable development must comply with Title 14 Code of Federal Regulations Part 77.9 Construction or alteration requiring notice. Those industries that have the potential to result in any other pollution of the air or ground shall adhere to existing local, state and federal operational or industry standards, and avoid or mitigate these potential impacts. These areas shall have stringent locational criteria and require extensive buffering and/or relative distance from other land uses. These uses may require employment of techniques to prevent substantial impacts offsite or require mitigation and/or minimization techniques for impacts. Ancillary commercial uses designed to serve adjacent workers may be permitted.

#### **SPECIAL CONDITIONS**

The following special conditions shall apply to the Industry and Mining Land Use category:

- 1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Industry and Mining Land Use.
- 2. <u>Site plans must demonstrate the protection of adjacent non-science and industry properties</u> through development standards outlined in the land development codes.
- 3. A plan for vehicular access to and from the site addressing heavy trucks and equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.
- 4. <u>Hydraulic fracturing, commonly referred to as fracking, is not a permitted use in the Industry and Mining Land Use.</u>

#### **GLOSSARY**

Research and Development: Research and Development uses shall have minimal offsite impacts and include facilities for developing technologies related to the physical and life sciences. Facilities may include laboratories, wet laboratories, classrooms, commercialization centers, coworking spaces, makerspaces, craftsman studios, proof of concept centers, and related facilities. Active and passive recreation, open space, hotels, restaurants, and limited retail and residential are allowed as ancillary uses to support the collaborative nature of research and development centers.

<u>Light Industrial</u>: Light Industrial uses typically constrain potentially offensive impacts onsite, either through complete enclosure or a combination of enclosure and screening. Light Industrial uses shall

include the finishing of products composed of previously manufactured component parts (such as the assembly of apparel or food processing excluding slaughter); and any manufacturing, storage, or distribution of products unlikely to cause any of the following impacts to be detected off-site: odor, noise, fumes or dispersion of waste, or radiation. Ancillary commercial uses designed to serve adjacent workers may be permitted. Light Industrial uses are not dependent upon direct access to rail facilities for off-loading and on-loading. Mixed Use Industrial sites allow light industrial uses supported by training facilities, offices, restaurants, small scale commercial storefronts, factory tours, retail, ancillary residential and/or open space uses.

Mining: Mining uses have the potential for substantial offsite impacts and alterations to the land structure on and around the mining site. Mining uses shall include the mining and quarrying of sand, gravel, clay, limestone, ceramic, and refractory minerals. Mining uses do not include hydraulic fracturing. Mining uses typically depend on a transportation system that can support large and heavy trucks.

**Hydraulic Fracturing:** The process by which fractures are created by pumping fluids at high pressure into target rock formations to stimulate the flow of natural gas or oil, increasing the volumes that can be recovered.

Heavy Industrial: Heavy industrial uses have or may have substantial offsite impacts, such as noise, vibrations, smoke, dust and particulate matter, and noxious or odorous gases. Heavy industrial uses typically depend on access to Strategic Intermodal System (SIS) facilities, rail facilities, or airport facilities.

<u>Commercialization Centers:</u> Facilities designed to further develop technologies through research partnerships, assistance with patents, and support for delivering products to the market through licensing and the creation of companies.

<u>Coworking Spaces:</u> Shared workplaces or offices that facilitate the social gathering of a group of people who are still working independently. Unlike in a typical office, those utilizing coworking spaces are usually not employed by the same organization. Coworking spaces are often attractive to work-athome professionals, independent contractors, or people who travel frequently.

Makerspaces: Collaborative work spaces with tools available for the purposes of enabling people to design, prototype and create manufactured works that typically would not be possible to create with the resources available to individuals working alone. Makerspaces are intended to provide access to equipment, community, and education. Makerspaces often have a variety of equipment, such as 3D printers, laser cutters, CNC (Computer Numerical Control) machines, soldering irons, or sewing machines.

Proof of Concept Centers: Facilities designed to provide services related to financial capital, business

support, and university research to promote the adoption and further development of programs that aid technologies through phases between patenting and the creation of marketable products.

Wet Laboratories: Laboratories where chemicals, drugs, or other materials are handled in liquid solutions or volatile phases, requiring direct ventilation and specialized piped utilities (typically water and various gases).

Innovation Districts: Geographic areas that are physically compact, walkable, and transit-accessible where educational institutions, university-affiliated research and development facilities, and/or technology-focused companies cluster and connect with startup companies, business incubators, and business accelerators. Innovation Districts are mixed-use areas that provide housing, office, and retail in addition to the educational and business uses.

<u>Startup Company:</u> An entrepreneurial venture that is typically a newly emerged, fast-growing business that aims to meet a marketplace need by developing a viable business model around an innovative product, service, process or a platform.

**Business Incubator:** Organizations that helps new and startup companies develop by providing services such as management training or office space, and are often a good path to capital from investors.

**Business Accelerator:** An organization that offers a range of support services and funding opportunities for startup businesses, including capital and investment, mentorship, office space and supply chain resources.

Compatibility: A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

#### **Policy 1.4.15: [L]** (EFF. 8/17/92)

Waive access standards for <u>heavy</u> industrial land uses within the Heavy Industrial Future Land Use category <u>and Industry and Mining Future Land Use category</u>. This will be done in conjunction with adopting a policy which waives local and minor collector access standards for all planned industrial and commercial development.

#### **Policy 2.1.1: [L]** (REV. EFF. 6/28/95; REV. EFF. 7/26/06)

Protect existing residential areas from encroachment of incompatible uses that are destructive to the character and integrity of the residential environment. Comprehensive Plan provisions and Land Development Regulations to accomplish this shall include, but are not limited to:

e) Preclusion of future heavy industrial adjoining any residential area Prevention or mitigation of off-site impacts from Industry and Mining uses.

#### Policy 2.2.3: [L]

RESIDENTIAL PRESERVATION (EFF. 7/16/90; REV. EFF.

7/26/06; REV. EFF. 4/10/09)

c) Limitations on existing light industry adjoining residential preservation neighborhoods.

New, Expanding or redeveloped light industrial uses adjoining low density residential areas within the residential preservation land use category shall mitigate potential negative impacts and provide screening, buffering, or by providing a transitional development area between the light industrial uses and the low and medium density residential uses.

The factors cited in paragraph (e) below shall be considered when determining compatibility, design techniques and the size of the transitional development area.

The design and layout of adjoining expanding or redeveloping light industrial uses adjoining residential preservation areas shall be oriented to place the section of the development with the least potential negative impacts in the area next to the existing and/or future low density residential area in the residential preservation land use category. New light industrial land uses shall not be designated next to a residential preservation area prevent or mitigate off-site impacts in accordance with the Research and Innovation Land Use category or the Industry and Mining Land Use category and applicable Land Development Regulations.

#### Policy 2.2.5: [L]

**SUBURBAN (EFF. 3/14/07)** 

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

#### Light

**Industrial** 

Office, Commercial up to 10,000

SQ FT per business, Light

Industrial, Recreation, Light &

Heavy Infrastructure,

Community Service & Post-

Secondary Schools and ancillary

residential

1 UNIT/

**DEVELOP** 

**MENT** 

<del>20,000 SQ</del>

### FT/ ACRE (9)

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, and retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

## Policy 2.2.7: [L]

HEAVY INDUSTRIAL (EFF. 12/10/91; REV. EFF. 7/26/06; RENUMBERED 3/14/07)

Contains industrial uses which have or may have substantial offsite impacts. These areas have locational criteria more stringent than residential or commercial. Off-site impacts require extensive buffering and/or relative distance from other land uses. Ancillary commercial uses designed to serve adjacent workers may be permitted. Other commercial and residential land uses are prohibited due to the encroachment factor. No additional property shall be designated with the Heavy Industrial Land Use category. Amendments to the Future Land Use Map adopted for the purposes of developing heavy industrial uses shall be designated with the Industry and Mining Land Use category.

#### Policy 2.2.26: [L]

#### **Land Use Development Matrix**

(Note: The Land Use Development Matrix does not apply to Bradfordville Mixed Use, Suburban, Research and Innovation, Industry and Mining, Urban Residential 2, Village Mixed Use, Planned Development, Central Core, Central Urban, University Transition, and Woodville Rural Community.)

### Policy 4.1.3: [L] (REV. EFF. 12/23/96; REV. EFF. 3/14/07)

#### The following limitations shall apply to industrial development.

Industrial development shall be located in such a manner as to prohibit industrial traffic through predominantly residential areas. Land Development Regulations shall address access standards for Industry and Mining uses to protect predominantly residential areas from traffic impacts traffic generated by industrial development. At a minimum, the following limitations shall apply:

a) No future heavy industrial uses shall be allowed to adjoin existing low density and medium density residential uses.

b) Future light and heavy industrial uses will be prohibited on local and minor collector streets providing primary access to residential development.

#### **Policy 4.1.4: [L]** (EFF. 7/16/90)

Environmental impacts, infrastructure availability, transportation and land use compatibility criteria, as pictorially depicted on the matrix, shall be major factors in reviewing and approving heavy industrial land use and intensity Industry and Mining Land Uses.

#### **Policy 5.2.2: [L**] (EFF. 12/7/99)

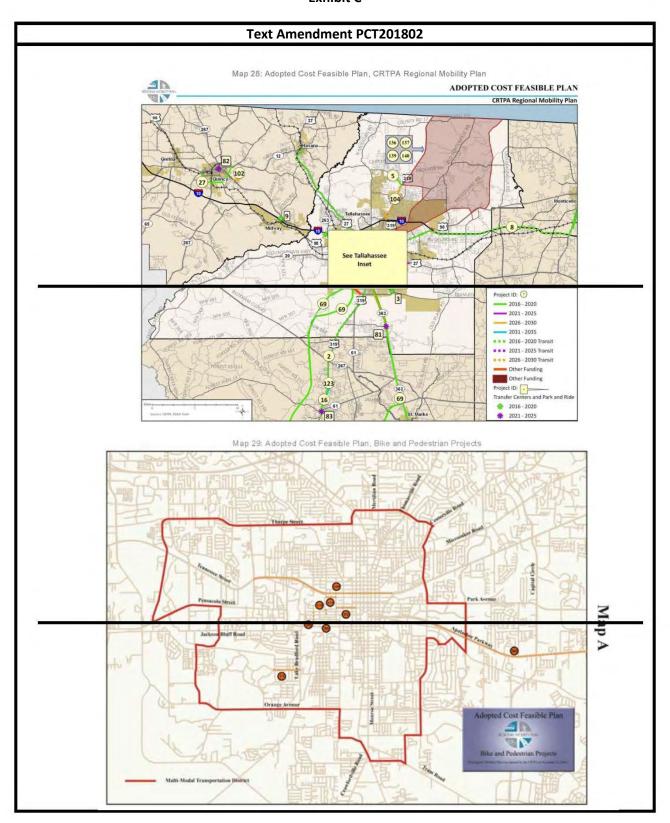
By 2001, Land development regulations shall establish the maximum allowable dimension of water distribution pipelines necessary to support urban intensity development. Water distribution pipelines that do not exceed this dimension shall be considered public facilities, necessary to support urban development, and allowed within all land use categories. New water distribution pipelines in excess of the established dimension limit for public facilities shall be considered as industrial uses and shall be required to be located within the industrial future Government Operational or Industry and Mining land use category.

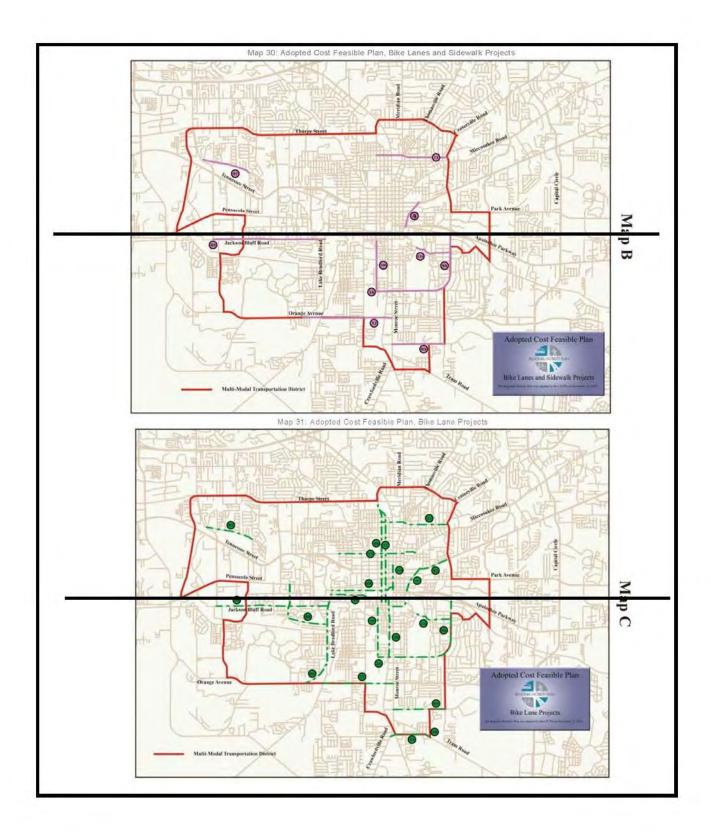
#### **Glossary**

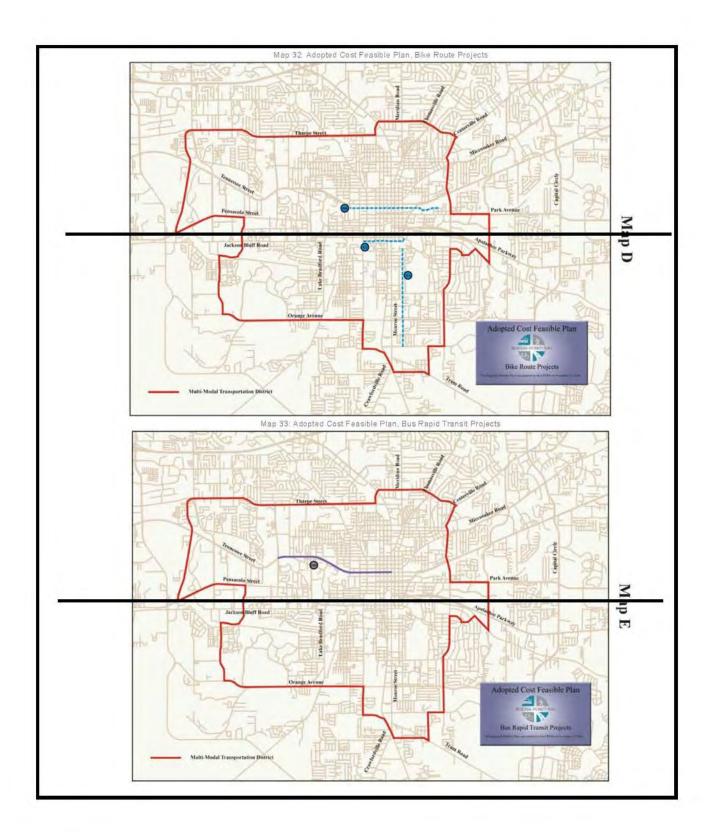
HEAVY INDUSTRIAL: (EFF. 7/16/90) The use of land for the manufacture of material or products from extracted or raw material; the extraction of mineral resources, except water; processing of wood to lumber or wood pulp, or wood pulp to paper; any refinement or distillation of petroleum resources, and conversion or smelting of ores to metals. Also, Heavy Industrial Use shall include any manufacturing, distribution, wholesaling or storage of any raw material or product—finished or unfinished—which is characterized by one or more of the following: 1) Producing impacts detectable off-site from smoke, dust, dispersion of particulate matter, noxious or odorous gases, or any other pollution of the air; 2) Producing water pollution detectable off-site, including thermal pollution; 3) The storage, manufacture, processing or distribution of any radioactive waste, explosive, or flammable materials; 4) The creation of noise or vibration not compatible with residential, agricultural, or commercial activities. 5) Any use generating or storing over 1000 KG/MO hazardous waste. Heavy Industrial Uses have considerable impacts upon infrastructure and utilities. Heavy Industrial Uses require access and facilities for truck and/or rail delivery and pickup. Loading and off-loading is frequently accomplished by truck or rail, seldom by automobile. Demand for water and electricity is typically heavy.

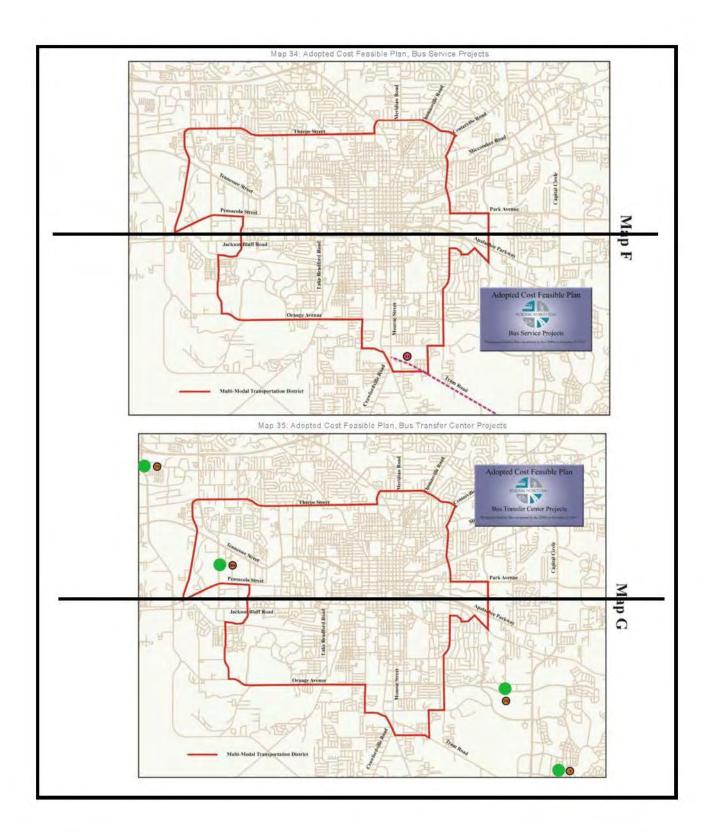
LIGHT INDUSTRIAL: (EFF. 7/16/90) The use of land for the finishing of products composed of previously manufactured component parts; and any manufacturing, storage, or distribution of products unlikely to cause any of the following objectionable impacts to be detected off-site: odor, noise, fumes or dispersion of waste, or radiation. Light Industrial uses are not dependent upon direct access to rail facilities for off-loading and on-loading. Light Industrial uses typically contain potentially offensive impacts onsite either through complete enclosure or a combination of enclosure and screening. MINOR: One activity on a less than 10 acre site. PARK: One activity on a greater than 10 acre site or 2 or more activities on one site.

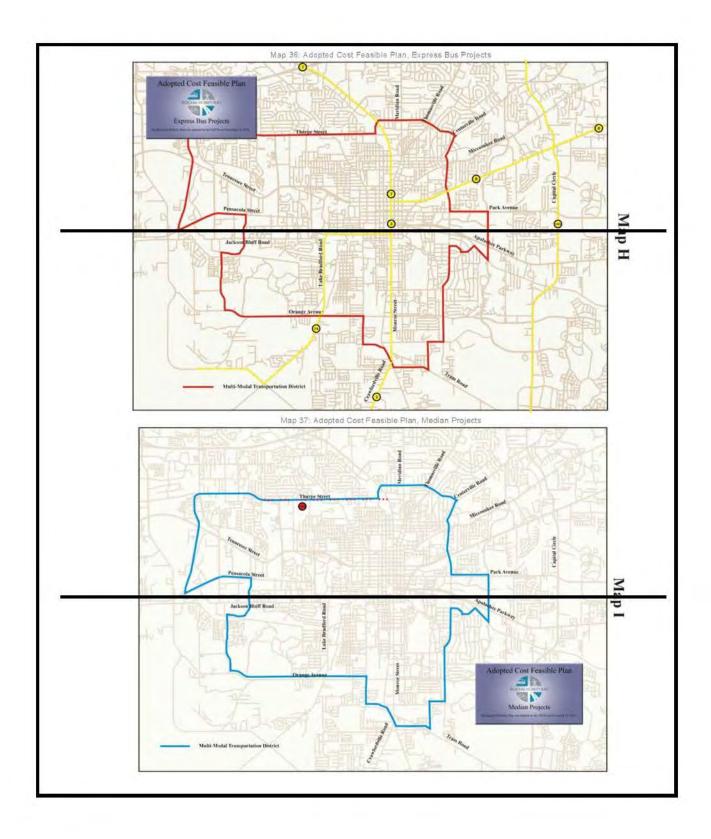
**Exhibit C** 

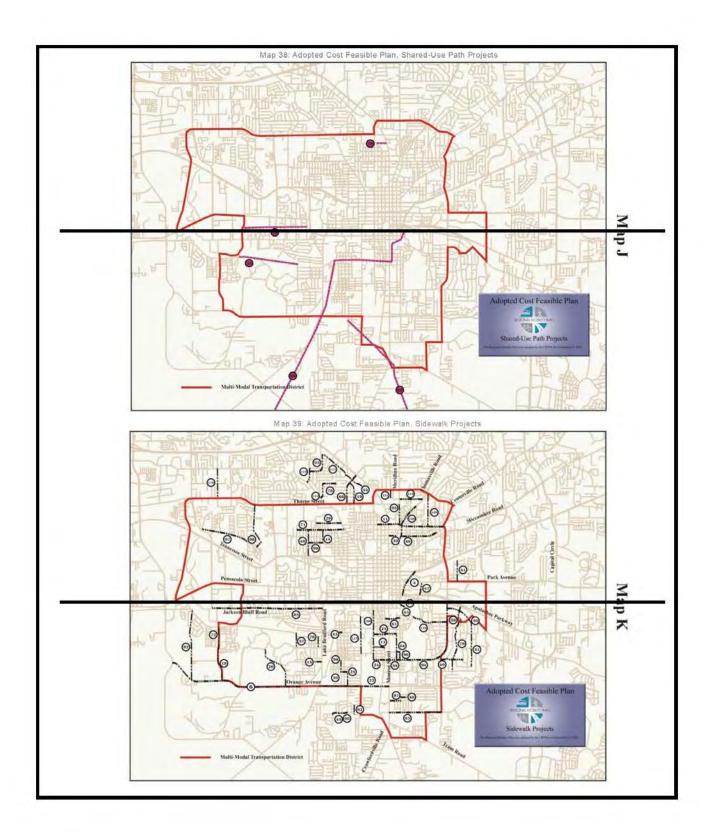


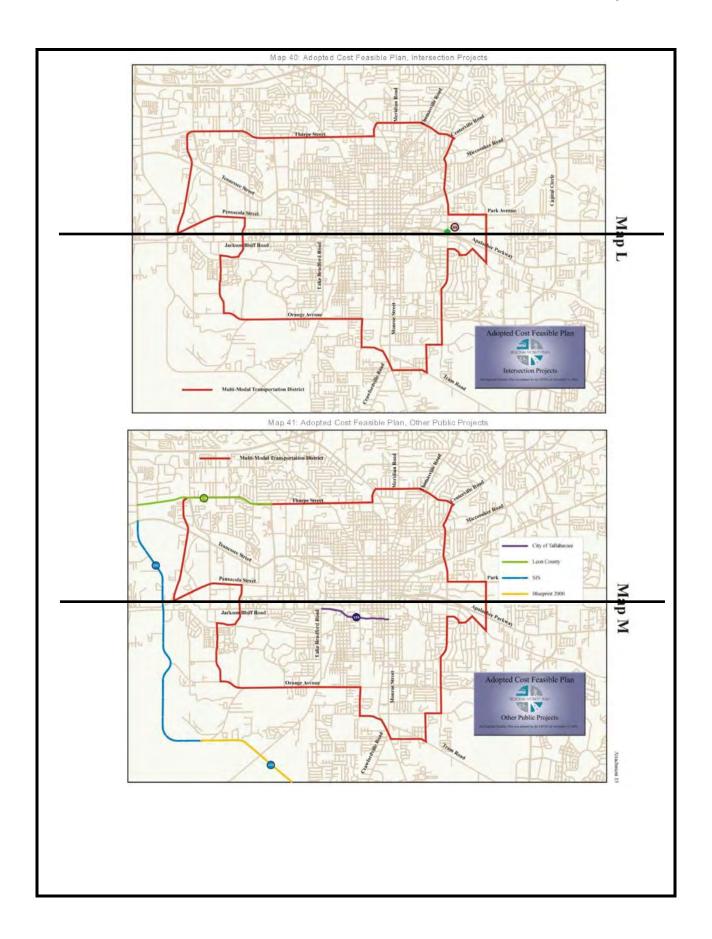


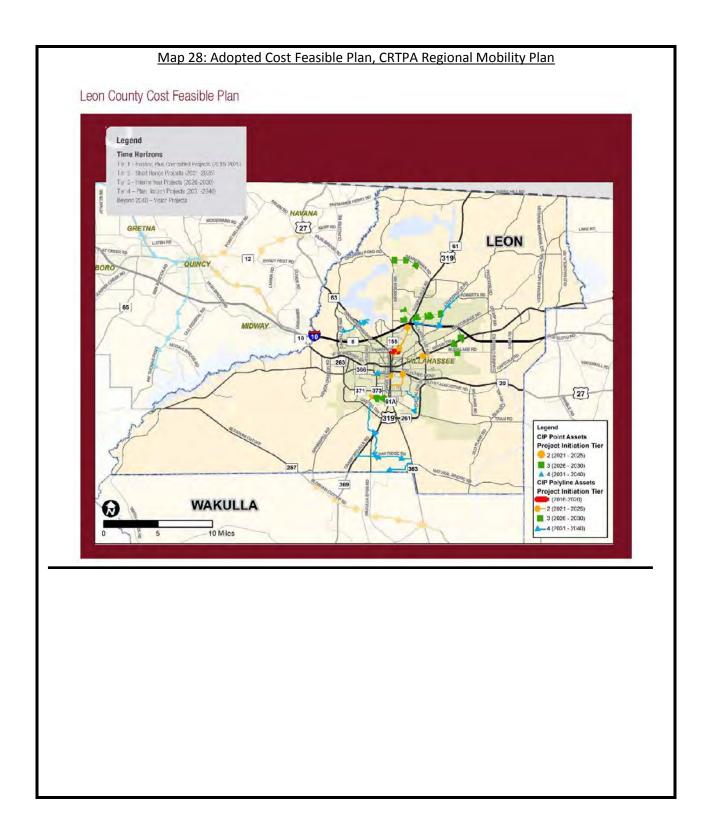


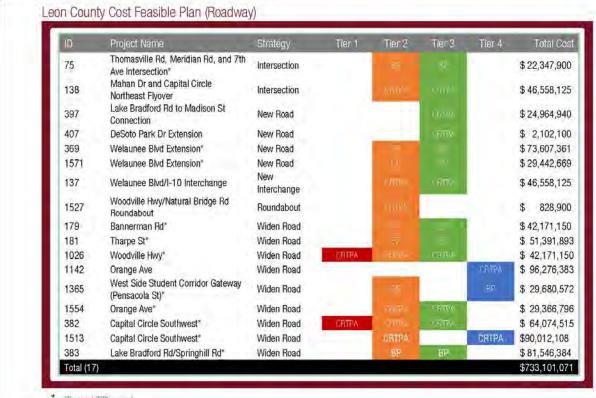




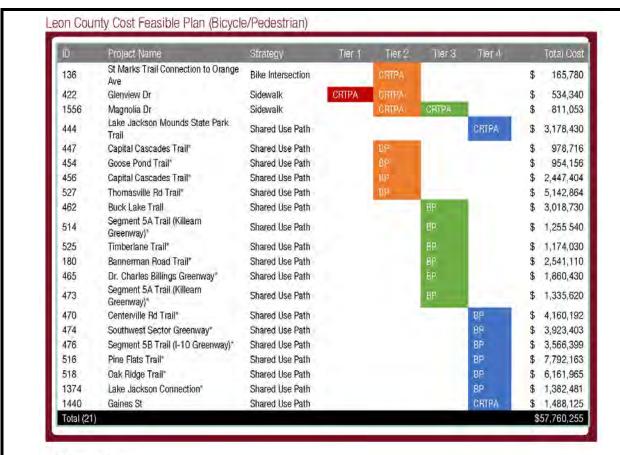








<sup>\* =</sup> Blueprint (BP) project





**ORDINANCE NO. 2018-\_\_\_\_** 1 2 3 4 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF 5 LEON COUNTY, FLORIDA, AMENDING THE 2030 TALLAHASSEE-6 **LEON COUNTY COMPREHENSIVE** PLAN; **ADOPTING** 7 AMENDMENTS TO THE FUTURE LAND USE MAP, LAND USE 8 **AND MOBILITY ELEMENT**; ELEMENT, **PROVIDING** 9 APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE 10 11 ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE. 12 13 14 WHEREAS, Chapters 125 and 163, Florida Statutes, empowers the Board of County 15 16 Commissioners of Leon County to prepare and enforce comprehensive plans for the development 17 of the County; and WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community 18 19 Planning Act, empowers and requires the Board of County Commissioners of Leon County to (a) plan for the County's future development and growth; (b) adopt and amend comprehensive 20 plans, or elements or portions thereof, to guide the future growth and development of the 21 County; (c) implement adopted or amended comprehensive plans by the adoption of appropriate 22 land development regulations; and (d) establish, support, and maintain administrative 23 24 instruments and procedures to carry out the provisions and purposes of the Act; and WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-25 26 Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City 27 of Tallahassee also adopted a plan for its municipal area by separate ordinance; and WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is 28 now 2030 and the Comprehensive Plan is now known as the Tallahassee-Leon County 2030 29 30 Comprehensive Plan; and WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County 31 32 Commissioners of Leon County has held several public work sessions, public meetings, and 33 public hearings on the proposed amendment to the comprehensive plan, with due public notice

1 having been provided, to obtain public comment, and has considered all written and oral 2 comments received during said work sessions, public meetings and public hearings; and 3 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County Commissioners of Leon County transmitted copies of the proposed amendment to the 4 5 comprehensive plan to the Department of Economic Opportunity as the State Land Planning 6 Agency and other state and regional agencies for written comment; and 7 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County Commissioners of Leon County held a public hearing with due public notice having been 8 9 provided on the proposed amendment to the comprehensive plan; and 10 WHEREAS, the Board of County Commissioners of Leon County further considered all 11 oral and written comments received during such public hearing, including the data collection and analyses packages, the recommendations of the Tallahassee-Leon County Local Planning 12 13 Agency, and the Objections, Recommendations, and Comments Report of the Department of 14 Economic Opportunity; and WHEREAS, in exercise of its authority, the Board of County Commissioners of Leon 15 16 County has determined it necessary and desirable to adopt the amendment to the comprehensive 17 plan to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources, consistent with the public interest; overcome present handicaps; and deal 18 19 effectively with future problems that may result from the use and development of land within 20 Leon County, and to meet all requirements of law; 21 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida, 22 that: 23 **Section 1. Purpose and Intent.** This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the 24

Statutes, as amended.

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authority set out in the Community Planning Act, Sections 163.3161 through 163.3215, Florida

1	Section 2. Map Amendment.
2	The Ordinance does hereby adopt the following portion of the text attached hereto as
4	Exhibit "A," and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
5	Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County 2030
6	Comprehensive Plan," as amended, in accordance therewith, being an amendment to the
7	following Plan element:
8 9	Map Amendment LMA201804, which relates to the Future Land Use Map.
10	Section 3. Map Amendment.
11 12	The Ordinance does hereby adopt the following portion of the text attached hereto as
13	Exhibit "B," and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
14	Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County 2030
15	Comprehensive Plan," as amended, in accordance therewith, being an amendment to the
16	following Plan element:
17 18	Map Amendment LMA201805, which relates to the Future Land Use Map.
19	Section 4. Text Amendment.
20 21	The Ordinance does hereby adopt the following portion of the text attached hereto as
22	Exhibit "C," and made a part hereof, as an amendment to the Tallahassee-Leon County 2030
23	Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County 2030
24	Comprehensive Plan," as amended, in accordance therewith, being an amendment to the
25	following Plan element:
26 27 28	Text Amendment PCT201801, which relates to the Land Use Element.  Section 5. Text Amendment.
27	

The Ordinance does hereby adopt the following portion of the text attached hereto as

Exhibit "D," and made a part hereof, as an amendment to the Tallahassee-Leon County 2030

Comprehensive Plan, as amended, and does hereby amend "The Tallahassee-Leon County 2030

Comprehensive Plan," as amended, in accordance therewith, being an amendment to the

5 following Plan element:

Text Amendment PCT201802, which relates to the Mobility Element.

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## Section 6. Applicability and Effect.

The applicability and effect of this update to the 2030 Comprehensive Plan shall be as provided by the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes, and this Ordinance, and shall apply to all properties under the jurisdiction of Leon County.

## **Section 7. Conflict with Other Ordinances and Codes.**

All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

## Section 8. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

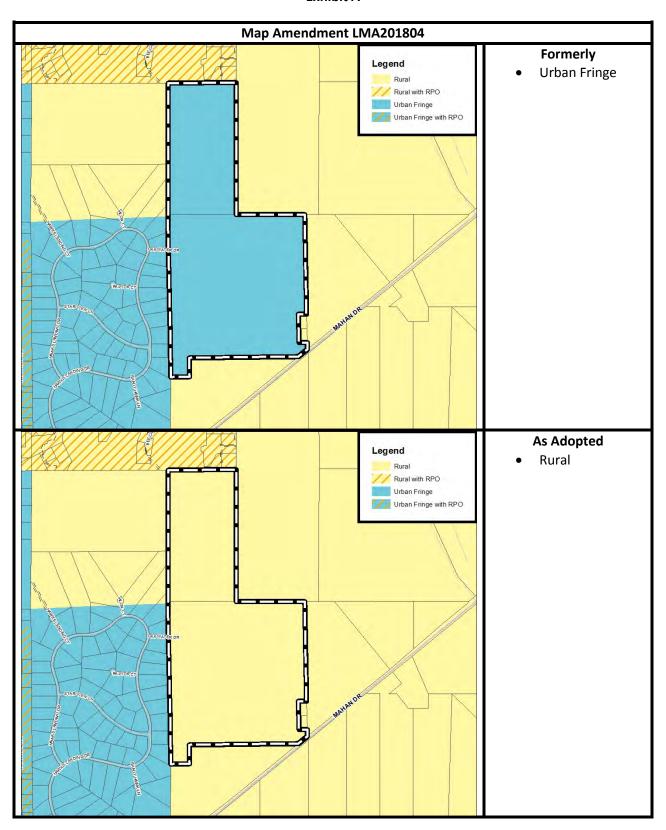
### Section 9. Copy on File.

To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon County 2030 Comprehensive Plan and these updates thereto, shall also be located in the Tallahassee-Leon County Planning Department. The Planning Director shall also make copies available to the public for a reasonable publication charge.

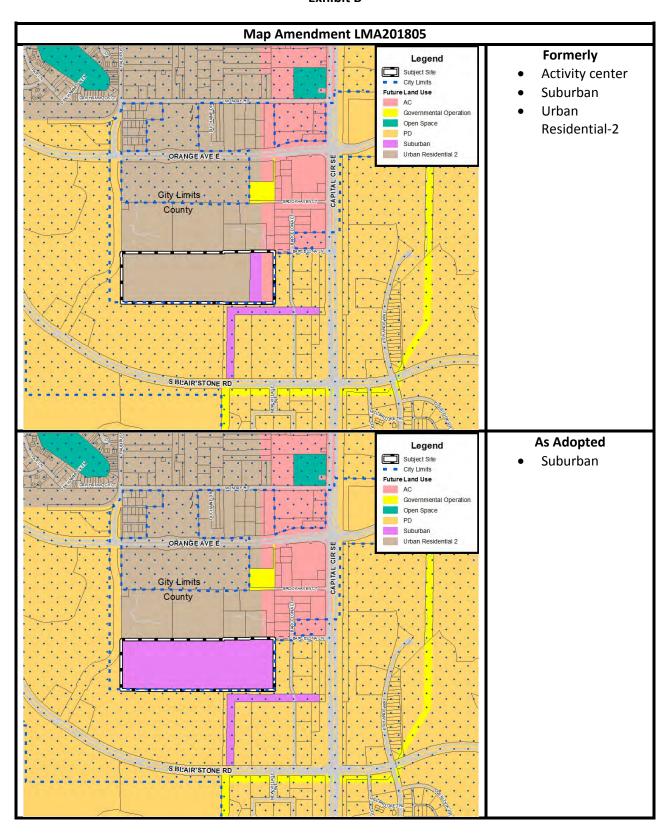
A17-0964

1	Section 10. Effective Date.
2	The effective date of this Plan update shall be according to law and the applicable statutes
3	and regulations pertaining thereto.
4	DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
5	County, Florida, this 10th day of April, 2018.
6 7 8 9	LEON COUNTY, FLORIDA  BY:
11	NICK MADDOX, CHAIRMAN
12 13	BOARD OF COUNTY COMMISSIONERS
14 15 16 17	ATTESTED BY: GWENDOLYN MARSHALL, CLERK OF THE COURT AND COMPTROLLER
19	BY:
20 21	CLERK
22	APPROVED AS TO FORM:
23	COUNTY ATTORNEY'S OFFICE
24	LEON COUNTY, FLORIDA
25	
26	DV
27	BY:
28	HERBERT W.A. THIELE, ESQ.
29	COUNTY ATTORNEY

**Exhibit A** 



**Exhibit B** 



#### **Exhibit C**

#### **Text Amendment PCT201801**

Policy 2.2.27: [L]

## **Research and Innovation Land Use**

#### **INTENT**

<u>Districts that support research and innovation are key components of an economic development</u> <u>strategy for the City of Tallahassee and Leon County. Maintaining lands used for research and innovation and expanding these uses in appropriate areas are necessary for job creation, flexibility to adapt to changing economic trends, and economic diversification essential for the community's future.</u>

The intent of the Research and Innovation Land Use category is to recognize the variety of uses that occur in these districts and to facilitate the location of jobs relative to the homes of people who can provide critical talent in skilled trades.

Research and Innovation uses should be encouraged in areas with access to transit, bicycle, and pedestrian facilities. Because of the need for infrastructure and public services, the Research and Innovation Land Use shall only apply to areas located within the Urban Services Area.

#### ALLOWABLE USES, DENSITIES, AND INTENSITIES

The Research and Innovation Land Use category accommodates a variety of uses that may have similar demands on public infrastructure. Research and Development and Innovation District uses are allowable in the Research and Innovation Land Use.

- 1. Research and Development Research and Development uses shall be permitted at a maximum intensity of 45,000 square feet of gross building floor area per acre. Mixed use Research and Development projects may include commercial, office (other than the research and development uses), and residential uses. These ancillary uses may not exceed 40% of the total gross square footage of a Research and Development project.
- 2. Innovation District Innovation Districts may include up to 45,000 square feet of gross building floor area per acre. The mixture of uses shall emphasize the technological and collaborative nature of these districts by including in the buildable square footage up to 80% in Innovation District, Research and Development, or compatible Light Industrial uses, up to 40% residential uses, and up to 40% in other non-residential support uses. Design standards detailed in the land development code shall provide for the protection of adjacent non-research and innovation properties by arranging the residential uses and non-research and innovation uses as a buffer or transition to adjacent properties.

#### **SPECIAL CONDITIONS**

The following special conditions shall apply to the Research and Innovation Future Land Use category:

- 1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Research and Innovation Land Use.
- 2. <u>Site plans must demonstrate the protection of adjacent non-research and innovation properties through development standards outlined in the land development codes.</u>
- 3. A plan for vehicular access to and from the site addressing delivery trucks and specialized equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.

#### Policy 2.2.28: [L]

## **Industry and Mining Land Use**

#### INTENT

Advanced manufacturing, industrial uses, and mining are important parts of the economy in the City of Tallahassee and Leon County. Dramatic shifts in the technologies used by these sectors are resulting in operations that are often cleaner, quieter, and less noxious to neighboring uses than traditional industrial uses. Industry and mining uses in appropriate locations provide necessary jobs and the raw materials needed to support growth and development in the community.

Industry and mining uses intended for the distribution of manufactured goods should be encouraged in areas with access to the Tallahassee International Airport or the Florida Department of Transportation's (FDOT) Strategic Intermodal System (SIS) facilities. Because of the need for infrastructure and public services, the Industry and Mining Land Use shall only apply to areas located within the Urban Services Area.

Because industrial uses vary in their operations and potential for offsite impacts, performance and locational criteria shall be established in the City and County land development codes for the implementing zoning districts. Whenever possible, noise, vibrations, smoke, dust and particulate matter, odor, and lighting resulting from industry and mining uses shall be prevented. In cases where the impacts cannot be prevented, they shall be mitigated to avoid negative impacts on properties in the vicinity of these uses.

#### **ALLOWABLE USES, DENSITIES, AND INTENSITIES**

The Industry and Mining Land Use category accommodates a variety of uses that may have similar demands on public infrastructure. Light industrial, mining, and heavy industrial uses are allowable in the Industry and Mining Land Use.

1. Light Industrial – Light Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. Ancillary residential uses (intended for caretaking, maintenance, the temporary lodging of employees, or security) may not exceed two units per acre.

- 2. Mining Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties. All mining uses are subject to fencing requirements as identified in the land development regulations.

  Mining uses may be subject to an Environmental Resource Permit (ERP) pursuant to Chapter 373, F.S., and Rule 62-330, Florida Administrative Code (F.A.C.) and mandatory reclamation requirements pursuant to Chapter 378, F.S., and Rule 62C-39, F.A.C.
- 3. Heavy Industrial Heavy Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. All applicable development must comply with Title 14 Code of Federal Regulations Part 77.9 Construction or alteration requiring notice. Those industries that have the potential to result in any other pollution of the air or ground shall adhere to existing local, state and federal operational or industry standards, and avoid or mitigate these potential impacts. These areas shall have stringent locational criteria and require extensive buffering and/or relative distance from other land uses. These uses may require employment of techniques to prevent substantial impacts offsite or require mitigation and/or minimization techniques for impacts. Ancillary commercial uses designed to serve adjacent workers may be permitted.

#### **SPECIAL CONDITIONS**

The following special conditions shall apply to the Industry and Mining Land Use category:

- 1. <u>Administrative offices that support and are functionally related to onsite activities are allowed in</u> any of the implementing zoning districts for the Industry and Mining Land Use.
- 2. <u>Site plans must demonstrate the protection of adjacent non-science and industry properties</u> through development standards outlined in the land development codes.
- 3. A plan for vehicular access to and from the site addressing heavy trucks and equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.
- 4. <u>Hydraulic fracturing, commonly referred to as fracking, is not a permitted use in the Industry and</u> Mining Land Use.

#### **GLOSSARY**

Research and Development: Research and Development uses shall have minimal offsite impacts and include facilities for developing technologies related to the physical and life sciences. Facilities may include laboratories, wet laboratories, classrooms, commercialization centers, coworking spaces, makerspaces, craftsman studios, proof of concept centers, and related facilities. Active and passive recreation, open space, hotels, restaurants, and limited retail and residential are allowed as ancillary uses to support the collaborative nature of research and development centers.

<u>Light Industrial</u>: Light Industrial uses typically constrain potentially offensive impacts onsite, either through complete enclosure or a combination of enclosure and screening. Light Industrial uses shall

include the finishing of products composed of previously manufactured component parts (such as the assembly of apparel or food processing excluding slaughter); and any manufacturing, storage, or distribution of products unlikely to cause any of the following impacts to be detected off-site: odor, noise, fumes or dispersion of waste, or radiation. Ancillary commercial uses designed to serve adjacent workers may be permitted. Light Industrial uses are not dependent upon direct access to rail facilities for off-loading and on-loading. Mixed Use Industrial sites allow light industrial uses supported by training facilities, offices, restaurants, small scale commercial storefronts, factory tours, retail, ancillary residential and/or open space uses.

Mining: Mining uses have the potential for substantial offsite impacts and alterations to the land structure on and around the mining site. Mining uses shall include the mining and quarrying of sand, gravel, clay, limestone, ceramic, and refractory minerals. Mining uses do not include hydraulic fracturing. Mining uses typically depend on a transportation system that can support large and heavy trucks.

**Hydraulic Fracturing:** The process by which fractures are created by pumping fluids at high pressure into target rock formations to stimulate the flow of natural gas or oil, increasing the volumes that can be recovered.

Heavy Industrial: Heavy industrial uses have or may have substantial offsite impacts, such as noise, vibrations, smoke, dust and particulate matter, and noxious or odorous gases. Heavy industrial uses typically depend on access to Strategic Intermodal System (SIS) facilities, rail facilities, or airport facilities.

Commercialization Centers: Facilities designed to further develop technologies through research partnerships, assistance with patents, and support for delivering products to the market through licensing and the creation of companies.

<u>Coworking Spaces:</u> Shared workplaces or offices that facilitate the social gathering of a group of people who are still working independently. Unlike in a typical office, those utilizing coworking spaces are usually not employed by the same organization. Coworking spaces are often attractive to work-athome professionals, independent contractors, or people who travel frequently.

Makerspaces: Collaborative work spaces with tools available for the purposes of enabling people to design, prototype and create manufactured works that typically would not be possible to create with the resources available to individuals working alone. Makerspaces are intended to provide access to equipment, community, and education. Makerspaces often have a variety of equipment, such as 3D printers, laser cutters, CNC (Computer Numerical Control) machines, soldering irons, or sewing machines.

Proof of Concept Centers: Facilities designed to provide services related to financial capital, business

support, and university research to promote the adoption and further development of programs that aid technologies through phases between patenting and the creation of marketable products.

Wet Laboratories: Laboratories where chemicals, drugs, or other materials are handled in liquid solutions or volatile phases, requiring direct ventilation and specialized piped utilities (typically water and various gases).

Innovation Districts: Geographic areas that are physically compact, walkable, and transit-accessible where educational institutions, university-affiliated research and development facilities, and/or technology-focused companies cluster and connect with startup companies, business incubators, and business accelerators. Innovation Districts are mixed-use areas that provide housing, office, and retail in addition to the educational and business uses.

<u>Startup Company:</u> An entrepreneurial venture that is typically a newly emerged, fast-growing business that aims to meet a marketplace need by developing a viable business model around an innovative product, service, process or a platform.

**Business Incubator:** Organizations that helps new and startup companies develop by providing services such as management training or office space, and are often a good path to capital from investors.

**Business Accelerator:** An organization that offers a range of support services and funding opportunities for startup businesses, including capital and investment, mentorship, office space and supply chain resources.

<u>Compatibility:</u> A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

#### **Policy 1.4.15: [L]** (EFF. 8/17/92)

Waive access standards for <u>heavy</u> industrial land uses within the Heavy Industrial Future Land Use category <u>and Industry and Mining Future Land Use category</u>. This will be done in conjunction with adopting a policy which waives local and minor collector access standards for all planned industrial and commercial development.

#### **Policy 2.1.1: [L]** (REV. EFF. 6/28/95; REV. EFF. 7/26/06)

Protect existing residential areas from encroachment of incompatible uses that are destructive to the character and integrity of the residential environment. Comprehensive Plan provisions and Land Development Regulations to accomplish this shall include, but are not limited to:

e) Preclusion of future heavy industrial adjoining any residential area Prevention or mitigation of off-site impacts from Industry and Mining uses.

## Policy 2.2.3: [L]

RESIDENTIAL PRESERVATION (EFF. 7/16/90; REV. EFF.

7/26/06; REV. EFF. 4/10/09)

c) Limitations on existing light industry adjoining residential preservation neighborhoods.

New, Expanding or redeveloped light industrial uses adjoining low density residential areas within the residential preservation land use category shall mitigate potential negative impacts and provide screening, buffering, or by providing a transitional development area between the light industrial uses and the low and medium density residential uses.

The factors cited in paragraph (e) below shall be considered when determining compatibility, design techniques and the size of the transitional development area.

The design and layout of adjoining expanding or redeveloping light industrial uses adjoining residential preservation areas shall be oriented to place the section of the development with the least potential negative impacts in the area next to the existing and/or future low density residential area in the residential preservation land use category. New light industrial land uses shall not be designated next to a residential preservation area prevent or mitigate off-site impacts in accordance with the Research and Innovation Land Use category or the Industry and Mining Land Use category and applicable Land Development Regulations.

#### Policy 2.2.5: [L]

**SUBURBAN (EFF. 3/14/07)** 

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

#### Light

**Industrial** 

Office, Commercial up to 10,000

SQ FT per business, Light

Industrial, Recreation, Light &

Heavy Infrastructure,

Community Service & Post-

Secondary Schools and ancillary

residential

1 UNIT/

**DEVELOP** 

**MENT** 

<del>20,000 SQ</del>

# FT/ ACRE (9)

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, and retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

# Policy 2.2.7: [L]

HEAVY INDUSTRIAL (EFF. 12/10/91; REV. EFF. 7/26/06; RENUMBERED 3/14/07)

Contains industrial uses which have or may have substantial offsite impacts. These areas have locational criteria more stringent than residential or commercial. Off-site impacts require extensive buffering and/or relative distance from other land uses. Ancillary commercial uses designed to serve adjacent workers may be permitted. Other commercial and residential land uses are prohibited due to the encroachment factor. No additional property shall be designated with the Heavy Industrial Land Use category. Amendments to the Future Land Use Map adopted for the purposes of developing heavy industrial uses shall be designated with the Industry and Mining Land Use category.

#### Policy 2.2.26: [L]

#### **Land Use Development Matrix**

(Note: The Land Use Development Matrix does not apply to Bradfordville Mixed Use, Suburban, Research and Innovation, Industry and Mining, Urban Residential 2, Village Mixed Use, Planned Development, Central Core, Central Urban, University Transition, and Woodville Rural Community.)

# Policy 4.1.3: [L] (REV. EFF. 12/23/96; REV. EFF. 3/14/07)

### The following limitations shall apply to industrial development.

Industrial development shall be located in such a manner as to prohibit industrial traffic through predominantly residential areas. Land Development Regulations shall address access standards for Industry and Mining uses to protect predominantly residential areas from traffic impacts traffic generated by industrial development. At a minimum, the following limitations shall apply:

a) No future heavy industrial uses shall be allowed to adjoin existing low density and medium density residential uses.

b) Future light and heavy industrial uses will be prohibited on local and minor collector streets providing primary access to residential development.

#### **Policy 4.1.4: [L]** (EFF. 7/16/90)

Environmental impacts, infrastructure availability, transportation and land use compatibility criteria, as pictorially depicted on the matrix, shall be major factors in reviewing and approving heavy industrial land use and intensity Industry and Mining Land Uses.

## **Policy 5.2.2: [L**] (EFF. 12/7/99)

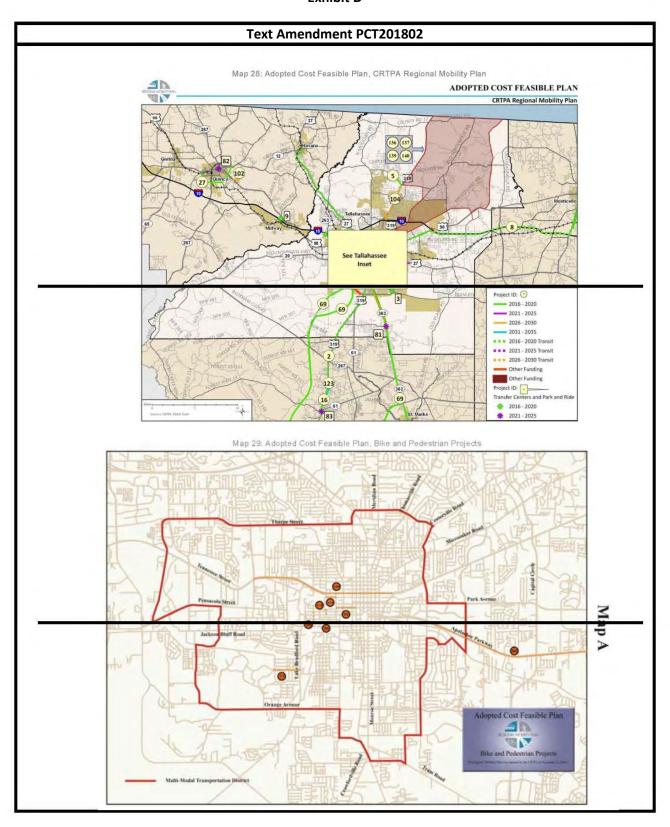
By 2001, Land development regulations shall establish the maximum allowable dimension of water distribution pipelines necessary to support urban intensity development. Water distribution pipelines that do not exceed this dimension shall be considered public facilities, necessary to support urban development, and allowed within all land use categories. New water distribution pipelines in excess of the established dimension limit for public facilities shall be considered as industrial uses and shall be required to be located within the industrial future Government Operational or Industry and Mining land use category.

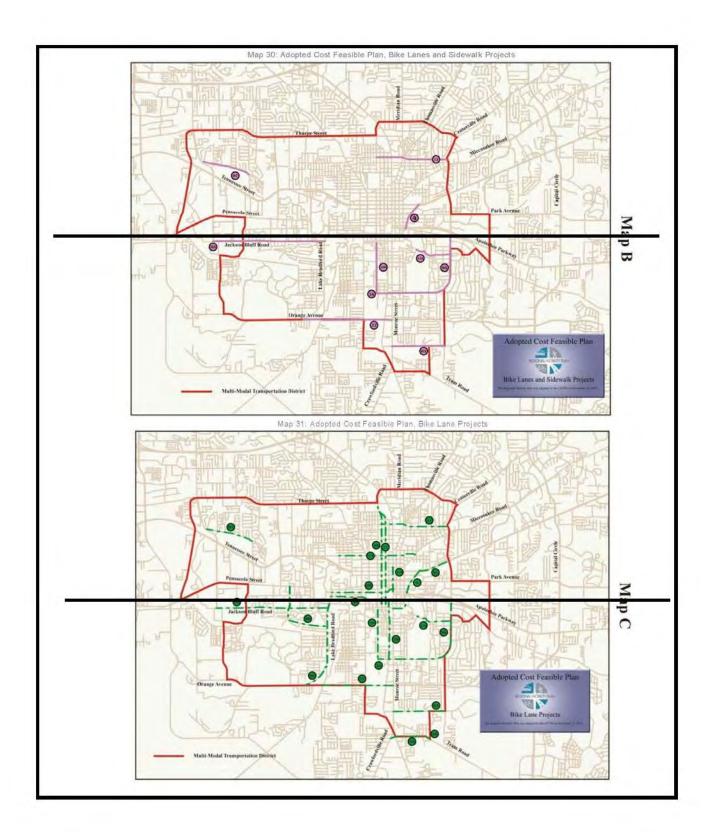
#### **Glossary**

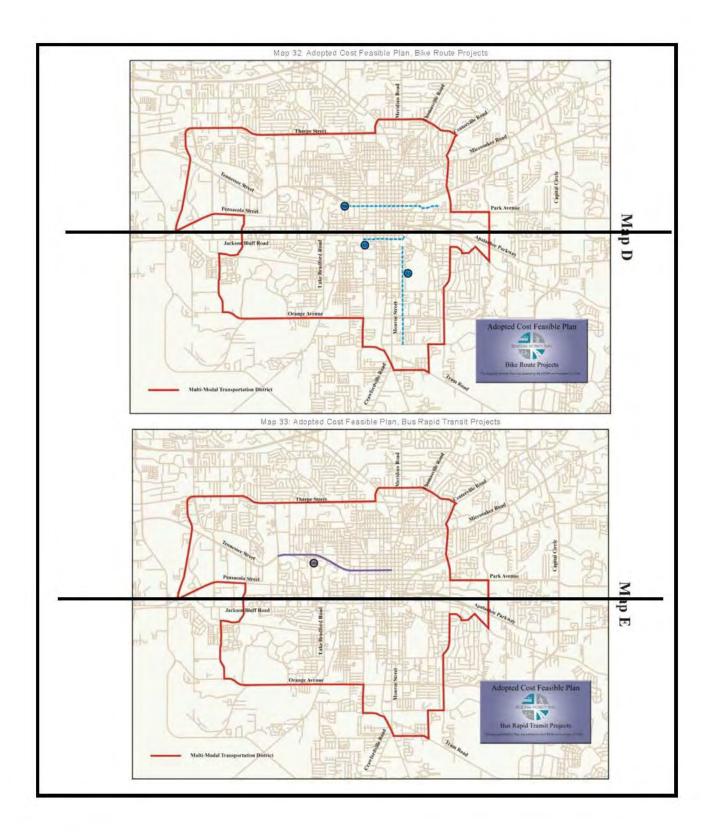
HEAVY INDUSTRIAL: (EFF. 7/16/90) The use of land for the manufacture of material or products from extracted or raw material; the extraction of mineral resources, except water; processing of wood to lumber or wood pulp, or wood pulp to paper; any refinement or distillation of petroleum resources, and conversion or smelting of ores to metals. Also, Heavy Industrial Use shall include any manufacturing, distribution, wholesaling or storage of any raw material or product—finished or unfinished—which is characterized by one or more of the following: 1) Producing impacts detectable off-site from smoke, dust, dispersion of particulate matter, noxious or odorous gases, or any other pollution of the air; 2) Producing water pollution detectable off-site, including thermal pollution; 3) The storage, manufacture, processing or distribution of any radioactive waste, explosive, or flammable materials; 4) The creation of noise or vibration not compatible with residential, agricultural, or commercial activities. 5) Any use generating or storing over 1000 KG/MO hazardous waste. Heavy Industrial Uses have considerable impacts upon infrastructure and utilities. Heavy Industrial Uses require access and facilities for truck and/or rail delivery and pickup. Loading and off-loading is frequently accomplished by truck or rail, seldom by automobile. Demand for water and electricity is typically heavy.

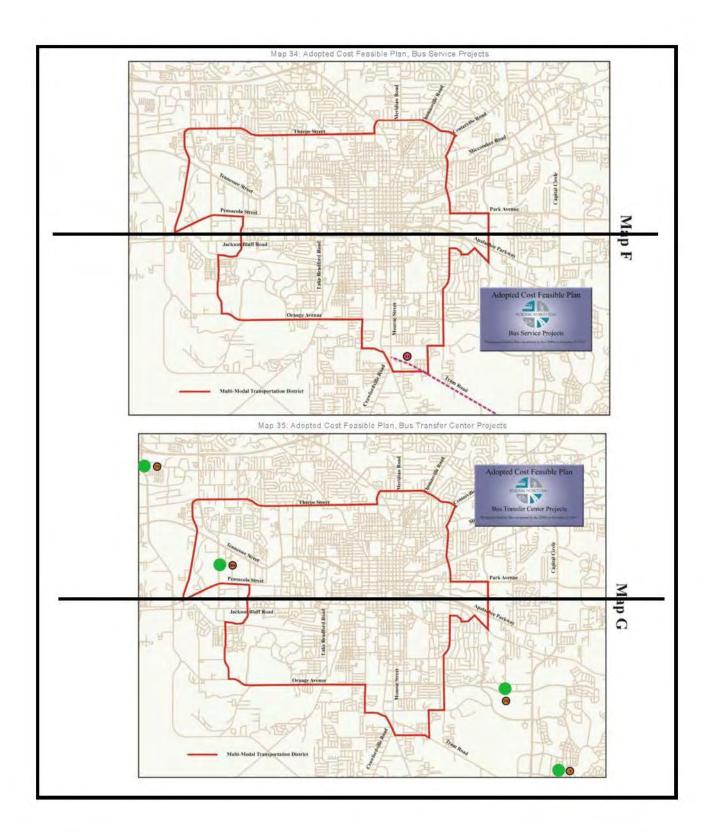
LIGHT INDUSTRIAL: (EFF. 7/16/90) The use of land for the finishing of products composed of previously manufactured component parts; and any manufacturing, storage, or distribution of products unlikely to cause any of the following objectionable impacts to be detected off-site: odor, noise, fumes or dispersion of waste, or radiation. Light Industrial uses are not dependent upon direct access to rail facilities for off-loading and on-loading. Light Industrial uses typically contain potentially offensive impacts onsite either through complete enclosure or a combination of enclosure and screening. MINOR: One activity on a less than 10 acre site. PARK: One activity on a greater than 10 acre site or 2 or more activities on one site.

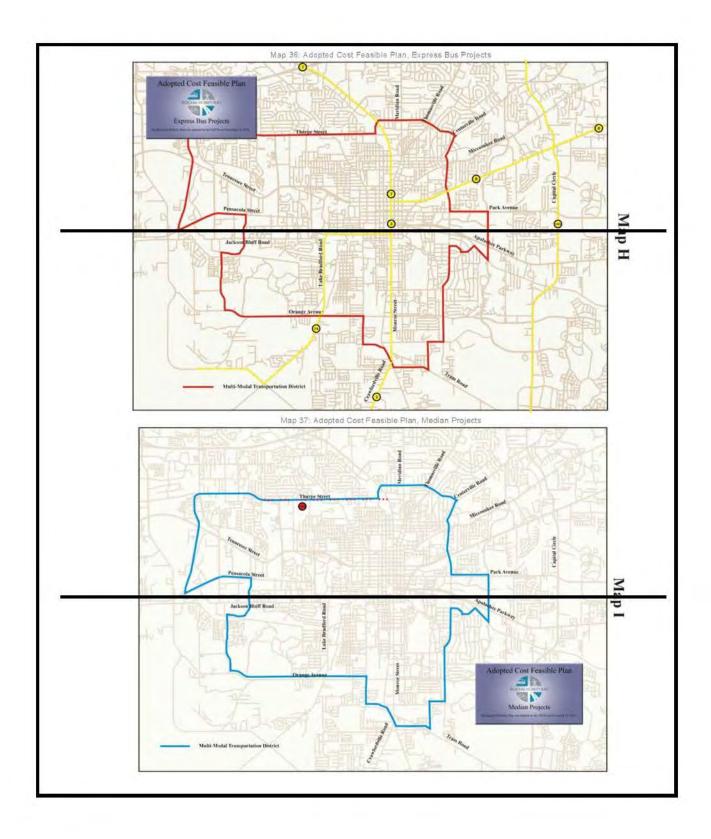
**Exhibit D** 

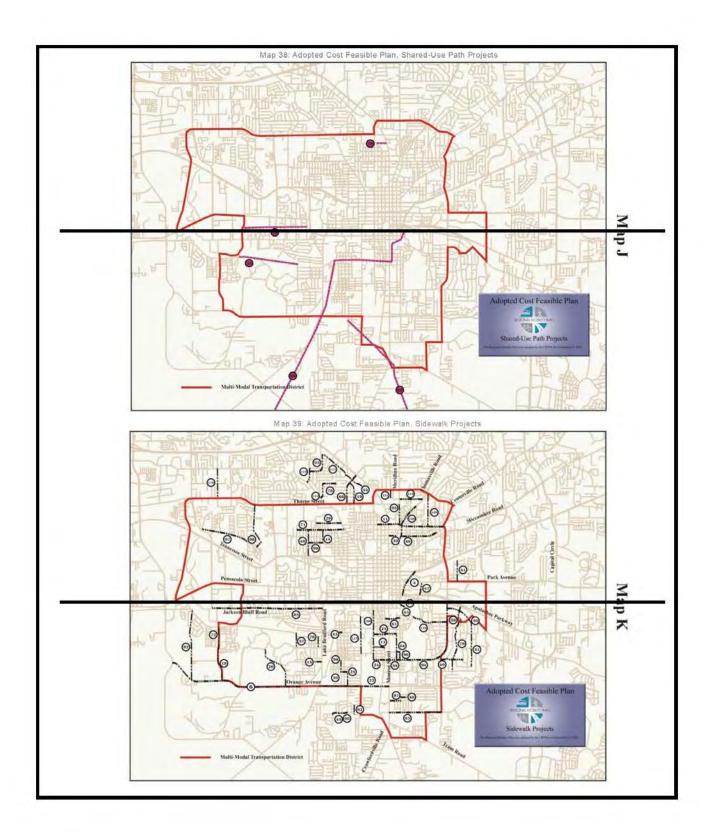


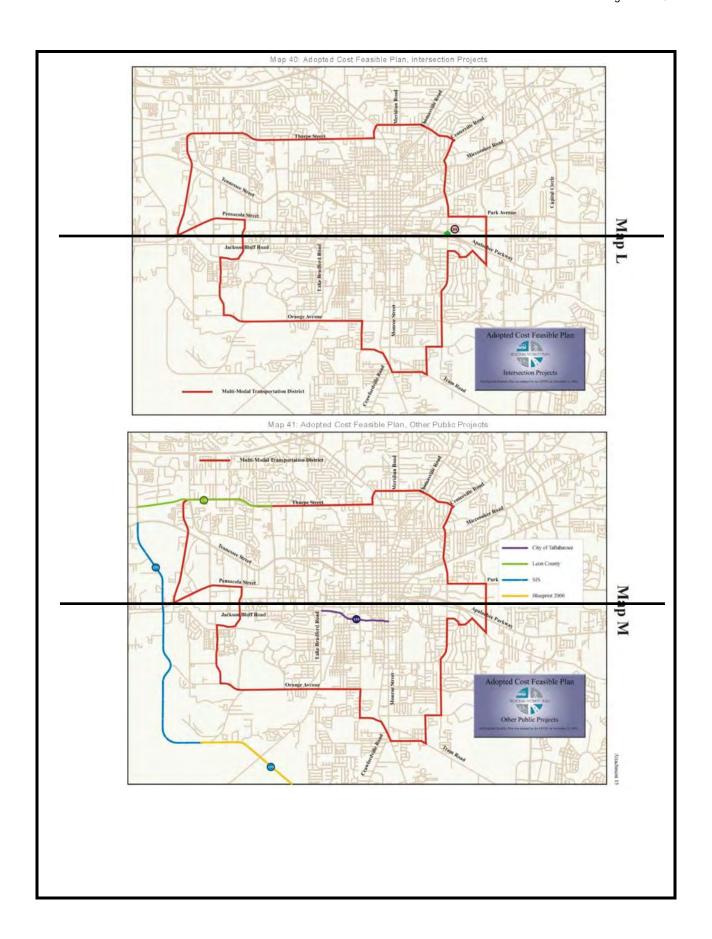


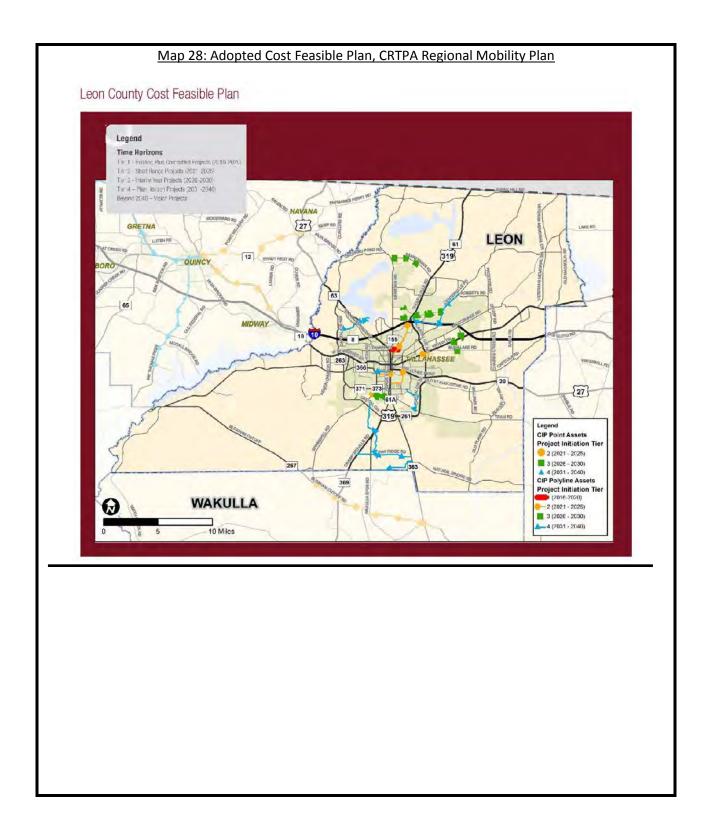




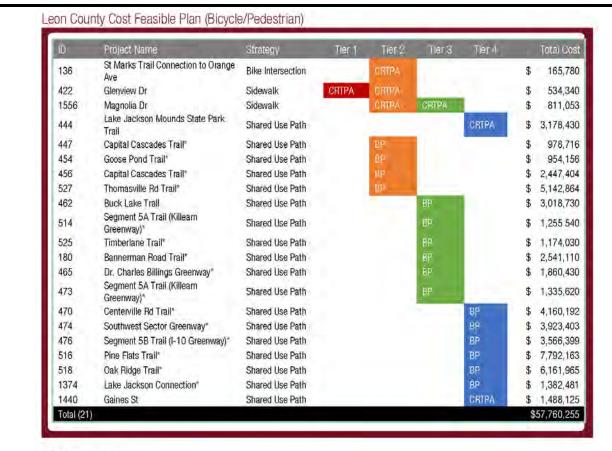








ID	Project Name	Strategy	Tier 1	Tier 2	Tier 3	Tier 4	Total C
75	Thomasville Rd, Meridian Rd, and 7th Ave Intersection*	Intersection		186			\$ 22,347,9
138	Mahan Dr and Capital Circle Northeast Flyover	Intersection		1000			\$ 46,558,1
397	Lake Bradford Rd to Madison St Connection	New Road					\$ 24,964,9
407	DeSoto Park Dr Extension	New Road					\$ 2,102,1
369	Welaunee Blvd Extension*	New Road					\$73,607,30
1571	Welaunee Blvd Extension*	New Road		000			\$ 29,442,66
137	Welaunee Blvd/I-10 Interchange	New Interchange		+ reno-	1670		\$ 46,558,13
1527	Woodville Hwy/Natural Bridge Rd Roundabout	Roundabout		100%			\$ 828,90
179	Bannerman Rd*	Widen Road					\$ 42,171,13
181	Tharpe St*	Widen Road		- 57			\$ 51,391,8
1026	Woodville Hwy*	Widen Road	CETTPA	4 6-	19.84		\$ 42,171,1
1142	Orange Ave	Widen Road				CENTRA	\$ 96,276,3
1365	West Side Student Corridor Gateway (Pensacola St)*	Widen Road				Bh	\$ 29,680,5
1554	Orange Ave*	Widen Road		0.70	CE TOW		\$ 29,366,7
382	Capital Circle Southwest*	Widen Road	CATEV	ome	1570		\$ 64,074,5
1513	Capital Circle Southwest*	Widen Road		CRIPA		CRTPA	\$90,012,10
383	Lake Bradford Rd/Springhill Rd*	Widen Road		BP	Bla		\$ 81,546,38
Total (17							\$733,101,0







# **2018 Comprehensive Plan Amendment Cycle** PCT201803

Intergovernmental Coordination Element

SUMMARY				
Applicant:	Proposed Change	TLCPD Recommendation:		
Tallahassee-Leon County Planning Department	Remove the limitation on the number of times the Comprehensive Plan can be amended annually and clarify voting procedures for proposed amendments to the Comprehensive Plan.	Approve		
TLCPD Staff:	<b>Comprehensive Plan Element</b>	LPA Recommendation:		
Artie White	Intergovernmental Coordination			
Contact Information:	Policy Number(s)	Анниом		
Artie.White@Talgov.com	Objective 1.8 [I]	Approve		
(850) 891-6400	Policy 1.8.1 [I]			
Date: November 15, 2017	Updated: March 7, 2018			

# A. SUMMARY:

The proposed amendment would remove the limitation on the number of times the Comprehensive Plan can be amended annually and clarifies the procedure for voting on proposed amendments to the Comprehensive Plan.

### **B. STAFF RECOMMENDATION:**

Find that the proposed text amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and adopt the proposed amendment.

# C. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION:

Find that the proposed text amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and adopt the proposed amendment.

#### D. PROPOSED POLICY CHANGE:

Objective 1.8: [I]

Develop Provide a joint comprehensive plan amendment procedure that is consistent with state statute.

Policy 1.8.1: [1]

The Comprehensive Plan may be amended no more than twice a year at a joint City-County Commission meeting.

To promote the efficient use of City and County resources, one Comprehensive Plan amendment cycle will be initiated annually. The City Commission or Board of County Commissioners may approve the initiation of additional Comprehensive Plan amendments outside of the annual cycle.

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners except as set forth below:

- (1) An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- (2) An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.

#### E. APPLICANT'S REASON FOR THE AMENDMENT:

The proposed amendment is intended to allow more flexibility for initiating Comprehensive Plan amendments while promoting the efficient use of City and County resources. The proposed amendment also provides clarification on the voting procedures for proposed amendments to the Comprehensive Plan.

The proposed amendment is a result of County Commission direction provided at the November 14, 2017 Board of County Commissioners meeting, City Commission direction provided at the December 6, 2017 City Commission meeting, and direction provided at the Joint City-County Workshop on 2018 Cycle Comprehensive Plan Amendments on January 23, 2018.

#### F. STAFF ANALYSIS

History and Background for the proposed text amendment regarding the limitation on the number of times the Comprehensive Plan can be amended annually

In 2011, the Florida Legislature passed and the Governor signed HB 7207, comprehensive growth management reform legislation. One of the many changes resulting from this law was the deletion of the limit restricting plan amendments to no more than twice a year (Previously §163.3187(1)(a), F.S.).

The current Intergovernmental Element Policy 1.8.1 reflects the pre-2011 state growth management legislation, which included a restriction on the number of times the local government Comprehensive Plan could be amended each year.

The proposed amendment eliminates the two cycles per year limitation, thereby allowing the City Commission and Board of County Commissioners to dictate the number of amendment cycles to adjust for community needs. If adopted, either the City Commission or Board of County Commissioners may initiate an amendment to the Comprehensive Plan at any point during the year in cases where the applicant demonstrates time sensitivity. Out-of-cycle amendments have occurred in the past by scheduling the required public hearings to coincide with regular City Commission or Board of County Commissioners meetings. This change is not intended to encourage amendments throughout the year, as significant staff time and advertising savings are recognized through the annual process. The annual process also allows for a longer period of public outreach and involvement. Rather, this change is intended to give the City Commission and Board of County Commissioners flexibility to initiate changes in response to unexpected situations.

# Considerations for developing policies on out-of-cycle amendments

With the proposed amendments, the City Commission and Board of County Commissioners would continue current practices for initiating amendments out-of-cycle. If desired, the Board of County Commissioners and/or City Commission may consider the development of policies for staff to use when evaluating the initiation of additional comprehensive plan amendment cycles. A policy for this purpose may include the initiation of additional amendments:

- When a proposed amendment would provide a public benefit.
- When a proposed amendment is time-sensitive and the initiation of an out-of-cycle amendment would expedite the amendment substantively.
- When a proposed amendment would more efficiently use local government resources or result in a fiscal cost-savings.
- When a proposed amendment is consistent with established Board or Commission priorities.

Consideration may also be given to the fees needed to cover the cost of advertisements, notices, signage, and other expenditures required as part of the amendment process. Staff time that would be directed to the additional amendment cycles instead of on other Board or Commission priorities could also be considered.

# <u>History and Background for the proposed text amendment regarding the procedures for</u> voting on proposed amendments to the Comprehensive Plan

At the February 7, 2017 Leon County Board of County Commissioners meeting, County Attorney Herb Thiele explained that although the City and County have historically held joint meetings to discuss and approve proposed amendments, only votes taken on amendments affecting the specific entity (City or County) are binding. Votes taken on amendments not affecting the specific entity are ceremonial only. This opinion is outlined in the letter from Commissioner Dailey included as Attachment #2.

Based on this opinion from the County Attorney, the Board of County Commissioners refrained from voting on map amendments and text amendments only affecting property within the City limits for the 2017 Cycle Comprehensive Plan Amendments and the 2017 Out-of-Cycle Comprehensive Plan Amendments.

At the February 7, 2017 meeting, County Attorney Thiele stated that staff would bring back an agenda item regarding the amendment process and provide further clarification and/or seek policy direction. County Administrator Vince Long stated that the agenda would address a potential process for how the Board may formally object to decisions made by the City Commission.

#### **Current Practices**

The City Commission and Board of County Commissioners currently hold joint workshops, joint Transmittal Public Hearings, and joint Adoption Public Hearings for Comprehensive Plan Amendments. The purpose of these joint meetings is to streamline the process for public input to elected officials (particularly for amendments that affect both jurisdictions), to facilitate dialog between both Commissions on all amendments, and to recognize the joint nature of the Tallahassee-Leon County Comprehensive Plan. The proposed amendment would not change these current practices.

### **Intergovernmental Coordination Element Policies**

Objective 1.8 of the Intergovernmental Coordination Element of the *Tallahassee-Leon County Comprehensive Plan* is to "Develop a joint comprehensive plan amendment procedure that is consistent with state statute." The policies associated with this objective do not specify how voting for the amendments is to be conducted or how the votes are to be counted; however, Policy 1.8.3 states, "All local rezoning and subdivision decisions within the jurisdiction of the County and City shall be the responsibility of the respective government."

#### Dispute Resolution

Intergovernmental Coordination Element

Objective 1.10 and associated policies in the Intergovernmental Coordination Element of the *Tallahassee-Leon County Comprehensive Plan* outline a dispute resolution process to reconcile differences on planning and growth management issues. The hierarchy for resolving disputes is:

- 1. Use the procedures established in the referenced agreements
- 2. Use existing agreements with Leon County and/or the City of Tallahassee
- 3. The County Manager or the City Manager, respectively, shall direct the appropriate level staff to work with the staff of the other governmental and/or nongovernmental entity to resolve any such conflicts
- 4. Utilize the dispute resolution process established by Apalachee Regional Planning Council pursuant to Section 186.509, Florida Statutes

#### Florida Statutes

Should the above ever fail to result in a resolution; Florida Statutes provide a framework for administrative challenges to plans and plan amendments. An affected person, including the affected local government and adjoining local governments that can demonstrate that the plan or plan amendment will produce substantial impacts on the increased need for publicly funded infrastructure or substantial impacts on areas designated for protection or special treatment within their jurisdiction, may file a petition with the Division of Administrative Hearings to request a formal hearing to challenge whether the plan or plan amendments are in compliance. "In compliance" means consistent with the requirements of Ch. 163.3177 (Required and optional elements of comprehensive plan; studies and surveys), Ch. 163.3178 (Coastal Management), Ch. 163.31380 (Concurrency), Ch. 163.3191 (Evaluation and appraisal of comprehensive plan), Ch. 163.3245 (Sector Plan), and Ch. 163.3248 (Rural land stewardship areas), and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable.

## **Previous Commission Consideration**

At the November 14, 2017 Board of County Commissioners meeting, the Board of County Commissioners initiated an amendment regarding the limitation on the number of times the Comprehensive Plan can be amended annually. At this meeting, the Board of County Commissioners decided to not initiate the text amendment regarding the procedures for voting on proposed amendments to the Comprehensive Plan. The agenda item from this meeting is included as Attachment #3.

At the December 6, 2017 City Commission meeting, the City Commission voted to initiate a proposed amendment brought by the City Attorney that addresses both the limitation on the number of times the Comprehensive Plan can be amended annually and the procedures for voting on proposed amendments to the Comprehensive Plan. The agenda item from this meeting is included as Attachment #4.

#### STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2018 Meetings		Dates	Time and Locations	
х	Local Planning Agency Public Hearing	March 6, 2018	6:00 PM, Second Floor, Frenchtown Renaissance Center	
х	Joint City-County Commission Workshop	January 23, 2018	1:00 PM, Fifth Floor, Leon County Courthouse	
	Joint City-County Transmittal Public Hearing	April 10, 2018	6:00 PM, Fifth Floor, Leon County Courthouse	
	Joint City-County Adoption Public Hearing	April 10, 2018	6:00 PM, Fifth Floor, Leon County Courthouse	

**Public Open House - November 16, 2017:** 14 citizens attended the first open house to discuss the 2018 Cycle amendments. Of the 14 attendees, none were present to discuss this amendment. There were no questions or comments on this proposed amendment.

**Local Planning Agency Public Hearing - December 5, 2017:** Due to a Blueprint Intergovernmental Agency (IA) meeting being scheduled for the same afternoon, the members of the Local Planning Agency voted to continue the Public Hearing to the January 2, 2018 Local Planning Agency meeting.

**Local Planning Agency Public Hearing – January 2, 2018:** The Local Planning Agency voted to continue the Public Hearing to the February 6, 2018 Local Planning Agency meeting to allow staff the opportunity to gain additional direction at the January 23, 2018 Joint City-County Commission Workshop.

**Joint City-County Commission Workshop – January 23, 2018:** The Board of County Commissioners and City Commission provided direction for staff from the City Attorney's Office and the County Attorney's Office to coordinate to coordinate on the proposed amendment and to work with Planning Department staff.

**Local Planning Agency Public Hearing – February 6, 2018:** The Local Planning Agency voted to continue the Public Hearing to the March 6, 2018 Local Planning Agency meeting to allow staff from the City Attorney's Office and County Attorney's Office to coordinate on the proposed amendment, given the direction from the Board of County Commissioners and City Commission at the January 23, 2018 Joint City-County Commission Workshop.

Local Planning Agency Public Hearing – March 6, 2018: The Local Planning Agency voted to recommend approval of the proposed amendment with a five-to-one vote. The sole dissenting vote came from a Local Planning Agency member who expressed concern that the portion of the proposed amendment addressing the voting procedure is not consistent with Florida Statutes, specifically the definition of "Governing Body." Per section 163.3164(20), "Governing body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government, however designated, or the combination of such bodies where joint utilization of this act is accomplished as provided herein.

#### F. CONCLUSION:

Based on the above analysis, Planning Department staff recommends approval of the proposed amendment.

#### H. ATTACHMENTS:

Attachment #1: Proposed text amendment to Policy 1.8.1: [I]

Attachment #2: Letter from Leon County Commissioner Dailey

Attachment #3: Agenda item from the November 14, 2017 Board of County Commissioners meeting

Attachment #4: Agenda item from the December 6, 2017 City Commission meeting



# 2018 Comprehensive Plan Amendment Cycle PCT201803 Intergovernmental Coordination Element

#### Attachment #1

Objective 1.8: [I]

Develop Provide a joint comprehensive plan amendment procedure that is consistent with state statute.

Policy 1.8.1: [1]

The Comprehensive Plan may be amended no more than twice a year at a joint City-County Commission meeting.

To promote the efficient use of City and County resources, one Comprehensive Plan amendment cycle will be initiated annually. The Board of County Commissioners or City Commission may approve the initiation of additional Comprehensive Plan amendments outside of the annual cycle.

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Leon County Board of County Commissioners and the Tallahassee City Commission except as set forth below:

- (1) An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- (2) An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.



# 2018 Comprehensive Plan Amendment Cycle PCT201803 Intergovernmental Coordination Element

# **Attachment #2**

Letter from Leon County Commissioner Dailey regarding voting on proposed amendments to the Comprehensive Plan.

February 9, 2017

Re: 2017 Comprehensive Plan Amendments

Dear Concerned Citizen:

As you know, the 2017 Comprehensive Plan Amendment Cycle is in process presently. Included in this Amendment Cycle are two land use map amendments and accompanying re-zonings for parcels of property in the Myers Park area and in the Killearn Country Club area. Both of these parcels of property are completely within the City of Tallahassee city limits and the City Commission jurisdiction.

The Leon County Attorney has informed the County Commission that since these are completely within the City, the Leon County Commission vote, if any, on these amendments is essentially ceremonial, and could in no way block or overturn the approval of these amendments if the City Commission voted to do so. At the County Commission meeting of February 7, 2017, the Board unanimously voted to authorize the Chairman to send out this letter to clarify the role of the County Commission in the Comprehensive Plan amendment process as regards City only amendments.

With that in mind, while I am more than willing to hear your concerns and to pass those along as needed, I just wanted you to be aware that the Leon County Commission will not be able to approve nor block these two Comprehensive Plan land use map amendments in 2017.

Thank you for your continued interest.

Very truly yours,

LEON COUNTY, FLORIDA

John E. Dailey, Chairman Leon County Commissioner, District Three



# 2018 Comprehensive Plan Amendment Cycle PCT201803 Intergovernmental Coordination Element

# **Attachment #3**

November 14, 2017 Board of County Commissioners meeting Item 14 Comprehensive Plan Amendment to Clarify Voting Procedures

**Leon County Board of County Commissioners** 

**Cover Sheet for Agenda #14** 

# **November 14, 2017**

To:	Honorable Chairman and Members of the Board	
From:	Vincent S. Long, County Administrator	
Title:	Comprehensive Plan Amendment to Clarify Voting Procedures	

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 Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE)
Lead Staff/ Project Team:	Cherie Bryant, Planning Director Artie White, Principal Planner Jessica Icerman, Assistant County Attorney

# **Statement of Issue:**

This agenda item seeks the Board's approval to initiate a Comprehensive Plan Amendment to clarify the voting procedures for voting on amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.

Page 891 of 1364

Posted on April 2, 2018

## **Fiscal Impact:**

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option # 1: Direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1 (Attachment #1).

## **Report and Discussion**

# **Background:**

During the Board's February 7, 2017 meeting, several Commissioners requested clarification on the voting procedures for amendments to the Comprehensive Plan. The County Attorney opined that, as to map amendments concerning property located entirely within the City limits, only City Commission votes were necessary for adoption. The County Commission vote as to property located entirely within the City limits was deemed to be ceremonial. Therefore, during the 2017 Comprehensive Plan Amendment Cycle the Board refrained from voting on certain amendments concerning property located entirely within the City.

Historically, the City and County have held joint meetings to discuss proposed amendments. There has been a difference of opinion between City and County officials concerning the effect of votes of the City and County Commission regarding certain Comprehensive Plan amendments. Where an amendment solely affects property within unincorporated Leon County, the County Attorney has deemed only the vote of the County Commission as necessary and, where an amendment solely affects property within the City limits, only the vote of the City Commission is necessary. In contrast to the County Attorney's position, the City Attorney asserted that both Commissions were required to vote on Comprehensive Plan amendments.

County and City staff have reviewed the historic voting procedures and determined that an amendment to the Comprehensive Plan is necessary to clarify and provide certainty to the Comprehensive Plan amendment procedures. Should the Board wish resolve this matter by clarifying the amendment procedures in the Comprehensive Plan, this item describes the process to modify the Comprehensive Plan and provides a draft text amendment for the Board's consideration.

The application window for the 2018 Comprehensive Plan Amendment Cycle ran from April 2017 through September 2017. Since this application would be outside of the application window, Board approval of the request to initiate the amendment is required. Should the Board direct staff to initiate the proposed text amendment, the amendment may be incorporated into the 2018 Cycle.

## **Analysis:**

County and City staff jointly drafted a proposed text amendment to the Comprehensive Plan to amend Objective 1.8 and Policy 1.8.1 of the Intergovernmental Coordination Element (Attachment #1).

If adopted, the proposed text amendment would amend Objective 1.8 [I] to read:

Provide a comprehensive plan amendment procedure consistent with state statute.

Additionally, if adopted, the proposed text amendment would amend Policy 1.8.1 [I] to read:

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners except as set forth below:

- 1. An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- 2. An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.

In effect, the proposed text amendment clarifies that all amendments to the Comprehensive Plan must be approved by both the County and City except for map amendments affecting land located solely within the County or City and existing text provisions that are applicable only to the County or City, for which approval is solely required by the respective entity.

The proposed amendment would also eliminate the two cycles per year limitation, thereby allowing the Board and City Commission to dictate the number of amendment cycles to adjust for community needs. This change was requested by the City in response to a few requests over the past several years to initiate amendments outside of the single annual cycle. If adopted, it would allow either the Board or the City Commission to initiate an amendment to the Comprehensive Plan at any point during the year in cases where the applicant demonstrates time sensitivity. Out of cycle amendments have occurred in the past by scheduling the required public hearings to coincide with regular Board or City Commission meetings. This change is not intended to encourage amendments throughout the year, as significant staff time and advertising savings are recognized through the annual process. The annual process also allows for a longer period of public outreach and involvement. Rather, this change is intended to give the Board and City Commission flexibility to initiate changes in response to unexpected situations. If the Board supports this change, staff will bring back an item with recommendations for processing future amendments outside of the cycle prior to the formal adoption of this proposed amendment to the Comprehensive Plan. The analysis will include a review of the fee schedule in order to accommodate additional advertising costs for amendments taken out of cycle.

The City Commission may also consider submitting an application to amend the Comprehensive Plan in the same manner as proposed herein, however, City action is not required for the County to submit the application for the proposed amendment.

This agenda item would not adopt the proposed amendment. Approval of staff's recommendation would simply direct staff to incorporate this text amendment into the 2018

Comprehensive Plan Amendment Cycle. The proposed amendment would come back before the County and City for approval.

# **Options:**

- 1. Direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1 (Attachment #1).
- 2. Do not direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1.
- 3. Board direction.

# **Recommendation:**

Option #1.

# Attachment:

1. Proposed Comprehensive Plan Amendment to Objective 1.8 [I] and Policy 1.8.1 [I].



# Proposed Amendment to Objective 1.8 [I] and Policy 1.8.1 [I]

#### COMPREHENSIVE PLAN AMENDMENT PROCESS

# Objective 1.8: [I]

Develop Provide a joint comprehensive plan amendment procedure that is consistent with state statute.

# **Policy 1.8.1: [I]**

The Comprehensive Plan may be amended no more than twice a year at a joint City-County Commission meeting.

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners except as set forth below:

- (1) An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- (2) An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.



# 2018 Comprehensive Plan Amendment Cycle PCT201803 Intergovernmental Coordination Element

# **Attachment #4**

December 6, 2017 City Commission meeting Item 13.08 Comprehensive Plan Voting and Amendment Procedure



#### **Agenda Item Details**

Meeting Dec 06, 2017 - City Commission Meeting & Summary

Category 13. POLICY FORMATION AND DIRECTION

Subject 13.08 Comprehensive Plan Voting and Amendment Procedure -- Lewis E. Shelley, City

Attorney

Access Public

Type Action, Discussion

Fiscal Impact No

Budget Source None

Recommended Action Options 1 and 2: 1. Provide guidance to staff, and 2. Direct staff to initiate an amendment to

the Tallahassee-Leon County Comprehensive Plan, to clarify the amendment voting procedure

(Attachment 1).

#### **Public Content**

For more information, please contact: Louis C. Norvell, Asst. City Attorney: 850-891-8554.

#### Statement of Issue

This agenda item seeks Commission guidance concerning the voting procedure for amendment to the Tallahassee-Leon County 2030 Comprehensive Plan, and requests initiation of an amendment to the Comprehensive Plan to clarify the amendment voting procedure.

As discussed further below, it has recently become apparent that there is some uncertainty concerning the process to amend the Comprehensive Plan and the City and County have differing perspectives on existing procedure. The uncertainty was apparent during the 2017 amendment cycle. The Board of County Commissioners also discussed the amendment procedure at its November 14, 2017, meeting and has proposed to strike the existing text from the Comprehensive Plan concerning the amendment procedure without providing for replacement language.

County and City staff jointly drafted the following proposed text amendment to the Comprehensive Plan to amend Objective 1.8 and Policy 1.8.1 of the Intergovernmental Coordination Element (Attachment 1).

The proposed amendment states:

Objective 1.8 [I]:

Provide a comprehensive plan amendment procedure consistent with state statute.

Policy 1.8.1 [I]:

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners, except as set forth below:

Attachment #12

- (1) An amendment to the Future Land Use Map, which concerns property located entirely within the Tarrahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- (2) An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan, which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.

The proposed amendment is intended to (a) clarify that the affirmative vote of both the City and County Commissions are necessary for adoption of an amendment except where an amendment solely concerns a future land use map amendment exclusively within or outside the City limits, and (b) remove the limitation on the number of amendment cycles per year.

This item merely requests initiation of an amendment, which would be considered as part of the 2018 amendment cycle. As noted, the County has initiated an amendment with alternative language.

#### Recommended Action

Options 1 and 2: 1. Provide guidance to staff, and 2. Direct staff to initiate an amendment to the Tallahassee-Leon County Comprehensive Plan, to clarify the amendment voting procedure (Attachment 1).

#### Fiscal Impact

None.

## Supplemental Material/Issue Analysis

#### History/Facts & Issues

The Comprehensive Plan currently provides:

### COMPREHENSIVE PLAN AMENDMENT PROCESS

Objective 1.8: [I]

Develop a joint comprehensive plan amendment procedure that is consistent with state statute.

Policy 1.8.1: [I]

The Comprehensive Plan may be amended no more than twice a year at a joint City-County Commission meeting.

Historically, both the City Commission and the County Commission have voted on the adoption of provisions to the Comprehensive Plan at a joint City-County Commission meeting.

In 2017, an issue arose concerning the effect of County Commission voting as to a future land use amendment where the property was entirely within the City limits. At the March 7, 2017, joint City-County Commission meeting, at the inquiry of a County Commissioner, the County Attorney opined that County Commission votes were solely ceremonial as to a future land use amendment where the property was located entirely within the City limits. The County Attorney further opined that County Commission votes were not required for property exclusively within the City limits. The County Commission subsequently departed the meeting and did not participate in the voting for the City items.

The City Attorney's Office has construed the existing text of the Comprehensive Plan as to require the vote of both the City and County Commissions for approval of an amendment.

County and City staff have reviewed the historic voting procedures and determined that an amendment to the Comprehensive Plan is necessary to clarify and provide certainty to the Comprehensive Plan amendment procedures.

The Board of County Commissioners discussed the amendment procedure at its November 14, 2017, meeting. The County agenda item is attached as Attachment 2. At the November 14, 2017, meeting, the County approved initiation of an amendment striking the existing text from the Comprehensive Plan concerning the amendment procedure. The County did not propose alternative language Page 898 of 1364

concerning the voting procedure.

It is the opinion of the City Attorney's Office that the absence of specific language concerning the voting and amendment procedure creates uncertainty and calls into question the validity of future amendments to the Comprehensive Plan.

# **Options**

- 1. Provide guidance to staff.
- 2. Direct staff to initiate an amendment to the Tallahassee-Leon County Comprehensive Plan, to clarify the amendment voting procedure (Attachment 1).
- 3. Do not initiate an amendment to the Tallahassee-Leon County Comprehensive Plan to clarify the amendment voting procedure.

# Attachments/References

- 1. Proposed Comprehensive Plan Amendment to Objective 1.8 [I] and Policy 1.8.1 [I].
- 2. Board of County Commissioners November 14, 2017, Agenda Item.
  - 1 Proposed Amendment.pdf (173 KB)
- 2 11-14-17 BOCC Agenda Item.pdf (147 KB)

# Proposed Amendment to Objective 1.8 [I] and Policy 1.8.1 [I]

#### COMPREHENSIVE PLAN AMENDMENT PROCESS

# Objective 1.8: [I]

Develop Provide a joint comprehensive plan amendment procedure that is consistent with state statute.

# **Policy 1.8.1: [I]**

The Comprehensive Plan may be amended no more than twice a year at a joint City-County Commission meeting.

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners except as set forth below:

- (1) An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- (2) An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.

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# Leon County Board of County Commissioners Cover Sheet for Agenda #14

# **November 14, 2017**

To:	Honorable Chairman and Members of the Board	
From:	Vincent S. Long, County Administrator	
Title:	Comprehensive Plan Amendment to Clarify Voting Procedures	

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 Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE)
Lead Staff/ Project Team:	Cherie Bryant, Planning Director Artie White, Principal Planner Jessica Icerman, Assistant County Attorney

# **Statement of Issue:**

This agenda item seeks the Board's approval to initiate a Comprehensive Plan Amendment to clarify the voting procedures for voting on amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.

11/27/2017 View Agenda '14' Attachment #12 Page 23 of 25

# **Fiscal Impact:**

This item has no fiscal impact to the County.

# **Staff Recommendation:**

Direct staff to submit an application to amend the Tallahassee-Leon County Option # 1: Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1 (Attachment #1).

# Report and Discussion

# **Background:**

During the Board's February 7, 2017 meeting, several Commissioners requested clarification on the voting procedures for amendments to the Comprehensive Plan. The County Attorney opined that, as to map amendments concerning property located entirely within the City limits, only City Commission votes were necessary for adoption. The County Commission vote as to property located entirely within the City limits was deemed to be ceremonial. Therefore, during the 2017 Comprehensive Plan Amendment Cycle the Board refrained from voting on certain amendments concerning property located entirely within the City.

Historically, the City and County have held joint meetings to discuss proposed amendments. There has been a difference of opinion between City and County officials concerning the effect of votes of the City and County Commission regarding certain Comprehensive Plan amendments. Where an amendment solely affects property within unincorporated Leon County, the County Attorney has deemed only the vote of the County Commission as necessary and, where an amendment solely affects property within the City limits, only the vote of the City Commission is necessary. In contrast to the County Attorney's position, the City Attorney asserted that both Commissions were required to vote on Comprehensive Plan amendments.

County and City staff have reviewed the historic voting procedures and determined that an amendment to the Comprehensive Plan is necessary to clarify and provide certainty to the Comprehensive Plan amendment procedures. Should the Board wish resolve this matter by clarifying the amendment procedures in the Comprehensive Plan, this item describes the process to modify the Comprehensive Plan and provides a draft text amendment for the Board's consideration.

The application window for the 2018 Comprehensive Plan Amendment Cycle ran from April 2017 through September 2017. Since this application would be outside of the application window, Board approval of the request to initiate the amendment is required. Should the Board direct staff to initiate the proposed text amendment, the amendment may be incorporated into the 2018 Cycle.

# **Analysis:**

County and City staff jointly drafted a proposed text amendment to the Comprehensive Plan to amend Objective 1.8 and Policy 1.8.1 of the Intergovernmental Coordination Element (Attachment #1).

If adopted, the proposed text amendment would amend Objective 1.8 [I] to read:

Provide a comprehensive plan amendment procedure consistent with state statute.

Additionally, if adopted, the proposed text amendment would amend Policy 1.8.1 [I] to read:

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners except as set forth below:

- 1. An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- 2. An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.

In effect, the proposed text amendment clarifies that all amendments to the Comprehensive Plan must be approved by both the County and City except for map amendments affecting land located solely within the County or City and existing text provisions that are applicable only to the County or City, for which approval is solely required by the respective entity.

The proposed amendment would also eliminate the two cycles per year limitation, thereby allowing the Board and City Commission to dictate the number of amendment cycles to adjust for community needs. This change was requested by the City in response to a few requests over the past several years to initiate amendments outside of the single annual cycle. If adopted, it would allow either the Board or the City Commission to initiate an amendment to the Comprehensive Plan at any point during the year in cases where the applicant demonstrates time sensitivity. Out of cycle amendments have occurred in the past by scheduling the required public hearings to coincide with regular Board or City Commission meetings. This change is not intended to encourage amendments throughout the year, as significant staff time and advertising savings are recognized through the annual process. The annual process also allows for a longer period of public outreach and involvement. Rather, this change is intended to give the Board and City Commission flexibility to initiate changes in response to unexpected situations. If the Board supports this change, staff will bring back an item with recommendations for processing future amendments outside of the cycle prior to the formal adoption of this proposed amendment to the Comprehensive Plan. The analysis will include a review of the fee schedule in order to accommodate additional advertising costs for amendments taken out of cycle.

The City Commission may also consider submitting an application to amend the Comprehensive Plan in the same manner as proposed herein, however, City action is not required for the County to submit the application for the proposed amendment.

This agenda item would not adopt the proposed amendment. Approval of staff's recommendation would simply direct staff to incorporate this text amendment into the 2018

Comprehensive Plan Amendment Cycle. The proposed amendment would come back before the County and City for approval.

# **Options:**

- 1. Direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1 (Attachment #1).
- 2. Do not direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1.
- 3. Board direction.

# **Recommendation:**

Option #1.

# Attachment:

1. Proposed Comprehensive Plan Amendment to Objective 1.8 [I] and Policy 1.8.1 [I].

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# Notice of Change of Land Use Comprehensive Plan Amendment and Rezoning Public Hearing

County Commission Transmittal Public Hearing, Adoption Public Hearing, Implementing Ordinance Public Hearing, and Rezoning Public Hearing Tuesday, April 10, 2018 At 6 PM • Fifth Floor, Leon County Courthouse

### Large Scale Map and **Text Amendment Adoption**

At the above public hearing the Board of County Commissioners will take public comments on and consider adoption of the following Ordinance, which adopts the map amendment in this advertisement. The Ordinance titled is included below.

### ORDINANCE NO. 18-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE 2030 TALLAHASSEE-LEON COUNTY COMPREHENSIVE PLAN; ADOPTING AMENDMENTS TO THE FUTURE LAND USE MAP, LAND USE ELEMENT, AND MOBILITY ELEMENT; PROVIDING FOR APPLICABILITY AND EF-FECT; PROVIDING FOR CONFLICTS; PRO-VIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Requested Map Amendment: East Mahan Drive Reference Number: LMA201804 Address: North side of Mahan Dr. east of I-10 Applicant: Tallahassee-Leon County Planning Department

This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 232 acres on the north side of Mahan Drive east of I-10 from Urban Fringe (UF) to Rural.

A zoning change from Urban Fringe (UF) to Rural is being requested to implement the proposed amendment to the Future Land Use Map.

Requested Man Amendment: Barcelona Offices Reference Number: LIMA201805
Address: Capital Circle Southeast, north of Blair Stone Road, off of Barcelona Lane Applicant: Ricardo Hernandez

This is a request to change the Future Land Use Map (FLUM) designation from Urban Residential 2 (UR-2) and Activity Center (AC) to Suburban (SUB) on two parcels totaling 30 acres. The parcels are located off of Capital Circle Southeast, north of Blair Stone Road, off of Barcelona Lane.

A rezoning application will be processed concurrently with this amendment. A zoning change from Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to Office Residential 2 (OR-2) is being requested to implement the proposed amendment to the Future Land Use Map.

Requested Text Amendment: Research and Innovation and Industry and Mining Land Uses Reference Number: PCT201801 Applicant: Tallahassee-Leon County Planning Dept.

The proposed text amendment would create new land use categories that address research and development, innovation districts, light industrial, mining, and heavy industrial uses. The proposed land use categories will include guidelines for the development of implementing zoning districts.

Requested Text Amendment: Regional Mobility Plan Maps Reference Number: PCT201802

Applicant: Tallahassee-Leon County Planning Dept.

This is a request to amend the Mobility Element of the Tallahassee-Leon County Comprehensive Plan to update the Adopted Cost Feasible Map, and to replace the project specific Adopted Cost Fea-sible Maps with project lists. This section is being amended to reflect the Cost Feasible Projects that were identified in the CRTPA 2040 Regional Mobility Cost Feasible Plan

### **Text Amendment Transmittal**

Requested Text Amendment: Intergovernmental Coordination Element Reference Number: PCT201803 Applicant: Tallahassee-Leon County Planning Dept.

The proposed text amendment to the Intergovernmental Coordination Element would remove the re-striction limiting the number of times the Comprehensive Plan can be amended annually and would clarify voting procedures for proposed amendments to the Comprehensive Plan.

# Rezonings

Notice is hereby given that the Board of Lean County Commission does not provide or prepare such Commission will conduct a public hearing braces 905 for 1364e Section 286.0105, Florida Statutes day April 10, 2018, at 6 pm, at the County Commis-

sion Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of Ordinances entitled to wit:

## LEON COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE URBAN FRINGE DISTRICT TO THE RURAL ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This proposed rezoning implements Comprehensive Plan map amendment LMA201804, which is proposed for adoption on April 10, 2018. The rezoning requests a change to the Official Zoning Map from the Urban Fringe (UF) District to the Rural Zoning District.



# LEON COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING LEON COUN-AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE- AND TWO-FAMILY RESIDENTIAL DISTRICT (R-3) AND HIGH INTENSITY URBAN ACTIVITY CENTER DISTRICT (AC) TO THE OFFICE RESIDENTIAL 2 (OR-2) ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONTROL OF THE OFFICE RESIDENTIAL 2 (DR-2) ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONTROL OF THE ORDINAL TYPE OF THE ORDINAL FLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This proposed rezoning implements Comprehensive Plan map amendment LMA201805, which is proposed for adoption on April 10, 2018. The rezoning requests a change to the Official Zoning Map from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activ-ity Center District (AC) to the Office Residential 2 (OR-2) Zoning District

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances and resolutions. The application, ordinances and resolutions are on file at the Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida and may be reviewed between 8:00 A.M. and 5:00 P.M. For further information please call 891-6400.

The purpose of the hearing is to consider Cycle 2018 amendments to the Tallahassee-Leon County Comprehensive Plan. The Plan provides a blueprint of how the community is intended to develop over the next 15-20 years. The plan amendments may be inspected by the public at the Tallahassee-Leon County Planning Department, located on the third floor of the Frenchtown Renaissance Center, 435 North Macomb Street, Tallahassee, Florida, during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. For more information, contact the Planning Department at (850) 891-6400.

If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least three (3) working days prior to the hearing. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

NOTICE: PLEASE BE ADVISED that if a person decides to appeal any decision made by the City Commission 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 proceedings is made. which record indicates the testimony and evidence upon which the appeal is to be based. The County Commission does not provide or prepare such a

County Adoption Hearing 4/10/18



Posted on April 2, 2018



# Notice of Change of Land Use Comprehensive Plan Amendment and Rezoning Public Hearing

City Commission Transmittal Public Hearing, Adoption Public Hearing, Implementing Ordinance Public Hearing, and Rezoning Public Hearing Tuesday, April 10, 2018 At 6 PM • Fifth Floor, Leon County Courthouse

### Large Scale Map and Text Amendment Adoption

At the above public hearing the City Commission will take public comments on and consider adoption of the following Ordinance, which adopts the map and text amendments in this advertisement:

### **ORDINANCE NO. 18-0-12**

AN ORDINANCE OF THE CITY OF TALLA-HASSEE ADOPTING LARGE SCALE MAP AND TEXT AMENDMENTS TO THE 2030 TALLAHASEE/LEON COUNTY COMPRE-HENSIVE PLAN, PROVIDING FOR SEVER-ABILTY AND CONFLICTS, AND PROVID-ING AN EFFECTIVE DATE.

Requested Map Amendment: Chapel Drive Reference Number: PCM201804 Address: 232 Chapel Dr. & surrounding area Applicant: Rabbi Schneur Z. Oirechman

This is a request to change the Future Land Use Map (FLUM) designation for two parcels totaling approximately 3.71 acres in the Chapel Ridge neighborhood from Residential Preservation (RP) to University Transition (UT). An expansion area is proposed to include the Westminster Hills Subdivision, including the seventeen parcels in the White subdivision along Westminster Drive, total approximately 16.54 acres.

A rezoning application has been filed concurrent with this amendment. A zoning change from Planned Unit Development [PUD] and RP-1 Residential Preservation to University Transition (UT) is being requested to implement the proposed amendment to the Future Land Use Map.

Requested Text Amendment: Research & Innovation & Industry & Mining Land Uses Reference Number: PCT201801 Applicant: Tallahassee-Leon County Planning Dept.

The proposed text amendment would create new land use categories that address research and development, innovation districts, light industrial, mining, and heavy industrial uses. The proposed land use categories will include guidelines for the development of implementing zoning districts.

Requested Text Amendment: Regional Mobility Plan Maps

Reference Number: PCT201802 Applicant: Tallahassee-Leon County Planning Dept.

This is a request to amend the Mobility Element of the Tallahassee-Leon County Comprehensive Plan to update the Adopted Cost Feasible Map, and to replace the project specific Adopted Cost Feasible Maps with project lists. This section is being amended to reflect the Cost Feasible Projects that were identified in the CRTPA 2040 Regional Mobility Cost Feasible Plan.

# Text Amendment Transmittal

Requested Text Amendment: Intergovernmental Coordination Element
Reference Number: PCT201803
Applicant: Tallahassee-Leon County
Planning Dept.

The proposed text amendment to the Intergovernmental Coordination Element would remove the restriction limiting the number of times the Comprehensive Plan can be amended annually and would clarify voting procedures for proposed amendments to the Comprehensive Plan.

### Rezonings

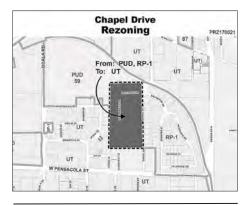
Notice is hereby given that the Tallahassee City
Commission will conduct a public hearing on
Tuesday, April 10, 2018, at 6 pm, the County
Commission Chambers, 5th Floor, Leon Coupty
Courthouse, 301 South Monroe Street, Tallahasge 906 of 1364

see, Florida, to consider adoption of the ordinances entitled to wit:

### **ORDINANCE NO. 18-Z-05**

AN ORDINANCE OF THE CITY OF TALLA-HASSEE, FLORIDA DESIGNATING AND INCLUDING ADDITIONAL TERRITORY AS AND IN UNIVERSITY TRANSITION ON THE OFFICIAL ZONING MAP OF THE CITY OF TALLAHASSEE ADOPTED AND ESTABLISHED BY THE CITY COMMISSION; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The proposed Ordinance will rezone the subject site from Planned Unit Development (PUD) and the Residential Preservation-1 Zoning District to the University Transition (UT) Zoning District. The site is also the subject of Future Land Use Map (FLUM) amendment PCM201804.



Interested parties may appear at the meeting and be heard with respect to the proposed ordinances and resolutions. The application, ordinances and resolutions are on file at the Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida and may be reviewed between 8:00 A.M. and 5:00 P.M. For further information please call 891-6400.

The purpose of the hearing is to consider Cycle 2018 amendments to the Tallahassee-Leon County Comprehensive Plan. The Plan provides a blueprint of how the community is intended to develop over the next 15-20 years. The plan amendments may be inspected by the public at the Tallahassee-Leon County Planning Department, located on the third floor of the Frenchtown Renaissance Center, 435 North Macomb Street, Tallahassee, Florida, during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. For more information, contact the Planning Department at (850) 891-6400.

If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least three (3) working days prior to the hearing. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

NOTICE: PLEASE BE ADVISED that if a person decides to appeal any decision made by the City Commission 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 proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The County Commission does not provide or prepare such a record. See Section 286.0105, Florida Statutes.

Adoption Hearing 4/10/18

Posted on April 2, 2018

3/20/2018 1-32-41 PM

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# **Leon County Board of County Commissioners**

# Attachment #15 April 10, 2018

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

From: Vincent S. Long, County Administrator

**Title:** First of Two Public Hearings on a Proposed Ordinance Amending the Official

Zoning Map to Change the Zoning Classification from the Urban Fringe (UF)

District to the Rural (R) District

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, PLACE Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Artie White, Administrator of Comprehensive Planning Stephen Hodges, Senior Planner

# **Statement of Issue:**

This is the first of two public hearings on a proposed ordinance to amend the Official Zoning Map from the Urban Fringe to the Rural, for two parcels totaling approximately 232 acres on the north side of Mahan Drive east of Crump Road. The proposed land use change and rezoning implements the terms of a development agreement previously approved by the Board.

# **Fiscal Impact:**

This item has no fiscal impact to the County.

# **Staff Recommendation:**

Option #1: Conduct the first of two public hearings to adopt the proposed ordinance

amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) Zoning District to the Rural (R) Zoning District (Attachment #16), and schedule the second and final Public Hearing for May 8, 2018 at 6:00

p.m.

Title: First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District

April 10, 2018

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# **Report and Discussion**

# **Background:**

This proposed rezoning implements a proposed Future Land Use Map (FLUM) amendment to change the land use designation for two parcels totaling approximately 232 acres in an area outside of the Urban Service Area located east of Crump Road and north of Mahan Drive. The land use change would be from Urban Fringe (UF) to Rural. The proposed land use change and rezoning are intended to implement a development agreement that was signed by a previous owner of the subject area and Leon County.

# **Analysis:**

The land use and zoning designations for the subject area were last changed as part of Comprehensive Plan map amendment 2006-1-M-007. This amendment changed the land use designation from Rural to Urban Fringe and the zoning from Rural to Urban Fringe. As part of this amendment, a development agreement was signed between the property owner at the time, Dr. Miley Miers, and Leon County. This agreement, which applies to any developer of the property, as well as any and all successors to the property, had a number of requirements and commitments related to the development of the property, including the provision of centralized water and sewer by the City of Tallahassee and the conservation of Black Creek on the northern portion of the subject area. The agreement also stated that if the developer does not comply with the terms of the agreement within ten years, and if the agreement is not extended, Leon County shall initiate a Future Land Use Map (FLUM) amendment and/or rezoning at the earliest possible time in order to return the subject area "to the status it held prior to this agreement," referring to the previous Rural land use and zoning designations. Because the developer did not meet these requirements, the Board directed staff to proceed with a 2018 Cycle comprehensive plan map amendment intended to change the land use back to its original designation of Rural as described in the agreement.

This agenda item is the last step to approve returning the zoning designation back to Rural (Option #1). The item also seeks approval to schedule the second public hearing for May 8, 2018 at 6:00 p.m.

This request has been noticed and advertised in accordance with the provisions of the Leon County Code of Laws (Attachment #13).

Title: First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District

April 10, 2018

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# **Options:**

- 1. Conduct the first of two public hearings to adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) Zoning District to the Rural (R) Zoning District (Attachment #16), and schedule the second and final Public Hearing for May 8, 2018 at 6:00 p.m.
- 2. Conduct the first of two public hearings to adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) Zoning District to the Rural (R) Zoning District, and do not schedule the second and final Public Hearing for May 8, 2018 at 6:00 p.m.
- 3. Board Direction.

# **Recommendation:**

Option #1.

# Attachments:

13. Legal Ad

16. Ordinance/Location Map

# LEON COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE URBAN FRINGE ZONING DISTRICT TO THE RURAL ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF

# LEON COUNTY, FLORIDA:

**SECTION 1.** On April 10, 2018, the County Commission approved an Ordinance which adopted Comprehensive Amendment #LMA201804. To implement plan amendment #LMA201804, the property which is the subject of that amendment as shown in Exhibit A attached hereto, must be rezoned. Accordingly, the part or area of Leon County and the same as indicated in Exhibit A is hereby changed from Urban Fringe (UF) and hereby designated and established as Rural District (R) on the official zoning map of Leon County as adopted and established by the Leon County Commission. The official zoning map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to Exhibit A.

PRZ170004: From Urban Fringe (UF) to Rural (R)

# LEGAL DESCRIPTION:

Begin at a concrete monument marking the Northwest comer of the Southwest quarter of Section 11, Township 1 North, Range 2 East, Leon County, Florida and run South 00 degrees I 0 minutes 20 seconds West 361 .00 feet along the West boundary of said Southwest quarter to a concrete monument; then North 89 degrees 47 minutes 58 seconds East 361 .00 feet to a concrete monument; then North 00 degrees 10 minutes 20 seconds East 361.00 feet to a concrete monument; then North 89 degrees 47 minutes 58 seconds East 2173.10 feet along the North boundary of said quarter to a concrete monument on the Northwesterly boundary of the 66 foot wide right of way for State Road No. 10 (Section 5502, dated August 1936), also known as U.S. Highway 90; then leaving said North boundary run along said Northwesterly boundary North 51 degrees 17 minutes 53 seconds East 211.87 feet to a concrete monument; then leaving said Northwesterly boundary run North 00 degrees 01 minutes 05 seconds East 85.23 feet to an iron bar; then North 89 degrees 58 minutes 55 seconds West 160.00 feet to an iron bar; then North 00 degrees 01 minutes 05 seconds East 272.25 feet to an iron bar; then continue North 00 degrees 01 minutes 05 seconds East 272.25 feet to an iron bar; then South 89 degrees 58 minutes 55 seconds East 160.00 feet to an iron bar; then North 00 degrees 32 minutes 52 seconds West 1919.11 feet to the Northeast comer of the Northwest quarter of said Section; then South 89 degrees 32 minutes 35 seconds West 1353.80 feet to the Southeast comer of the West half of the Southwest quarter of Section 2 of said Township and Range; then North 2629.6 feet along the East boundary of said West half to the North boundary of said West half; then West 1320 feet along said North boundary to the West boundary of said Section 2; then South 2640 feet along said West boundary to a concrete monument at the Southwest comer of said Section 2 and the Northwest comer of said Northwest quarter of Section 11; then South 00 degrees 09 minutes 41 seconds West 2668.91 feet along the West boundary of said Northwest quarter to the Point of Beginning.

Subject to a 20 foot wide access and utilities easement.

Being more particularly described by recent boundary survey performed by Edwin Brown and Associates, (Job #13-057 PSC: 34621 dated May 13, 2013) as follows:

Begin at a found 5/8 inch re-bar marking the Southwest comer of the Northwest quarter of Section 11, Township 1 North, Range 2 East, Leon County, Florida, said point also lying on the East boundary line of Hawks Landing Phase II Subdivision as per map or plat thereof recorded in Plat Book 1 1, Page 41-A, in the Public Records of Leon County, Florida, said point also being the Point of Beginning; thence leaving said Point of Beginning run along the Westerly boundary line of said Section 11 and the Easterly boundary line of said Hawks Landing Phase II Subdivision, South 00 degrees 28 minutes 55 seconds East 360.70 feet; thence leaving said Easterly and Westerly boundary line run North 89 degrees 08 minutes 23 seconds East 361.12 feet; thence run North 00 degrees 27 minutes 59 seconds West 360.95 feet to a point lying on the North boundary line of the Southwest quarter of said Section 11; thence run along said Northerly boundary line North 89 degrees 15 minutes 28 seconds East 2172 .26 feet to a point marking the intersection of said Northerly boundary line with Northerly right of way line of U.S. Highway #90; thence leaving said Northerly boundary line run along said Northerly right of way line North 50 degrees 44 minutes 45 seconds East 211.96 feet to a point marking the intersection of said Northerly right of way with the East boundary line of the Northwest quarter of said Section 11; thence leaving said Northerly right of way line run along said Easterly boundary line North 00 degrees 27 minutes 41 seconds West 85.23 feet; thence leaving said Easterly boundary line run South 89 degrees 22 minutes 44 seconds West 160.00 feet; thence run North 00 degrees 32 minutes 15 seconds West 272.1 5 feet; thence run North 00 degrees 34 minutes 30 seconds West 272.54 feet; thence run North 89 degrees 24 minutes 47 seconds East 159.86 feet to a point lying on the Easterly boundary line of the Northwest quarter of said Section 11; thence run along said Easterly boundary line North 01 degrees 09 minutes 18 seconds West 1919.41 feet to a point marking the Northeast comer of the Northwest quarter of said Section 1 1; thence leaving said Easterly boundary line run along the Northerly boundary line of said Section 11 also being the Southerly boundary line of Section 2, Township I North . Range 2 East, Leon County, Florida, South 88 degrees 59 minutes 27 seconds West 1335.83 feet to a point marking the Southeast comer of the West half of the Southwest quarter of said Section 2; thence leaving said Northerly and Southerly boundary line run along the Easterly boundary line of the West half of the Southwest quarter of said Section 2, North 00 degrees 08 minutes 58 seconds West 2626.22 feet to a point marking the Northeast comer of the West half of the Southwest quarter of said Section 2, said point also marking the Southeast comer of property as described in Official Records Book 3766, Page 1668 as recorded in the Public Records of Leon County, Florida; thence leaving said Easterly boundary line run along the North boundary line of the West half of the Southwest quarter of said Section 2, and along the Southerly boundary line of said property as described in Official Records Book 3766, Page 1668, South 89 degrees 12 minutes 55 seconds West 294.99 feet; thence leaving said property described in Official Records Book 3766, Page 1668, continue along said Northerly boundary line South 89 degrees 28 minutes 39 seconds West 1053.00 feet to

a point marking the Northwest comer of the West half of the Southwest quarter of said Section 2; thence leaving said Northerly boundary line run along the Westerly boundary line of the Southwest quarter of said Section 2, South 00 degrees 20 minutes 18 seconds East 1538.81 feet to a point marking the Northeast comer of Hawks Landing Subdivision Phase II a subdivision as per map or plat thereof recorded in Plat Book 11, Page 41-A, in the Public Records of Leon County, Florida; thence run along said Easterly boundary line of Hawks Landing Subdivision Phase II and Phase III and the Westerly boundary line of the Southwest quarter of said Section 2 as monumented as follows: run South 00 degrees 26 minutes 04 seconds East 259.90 feet; thence run South 00 degrees 33 minutes 39 seconds East 516.76 feet; thence run South 00 degrees 32 minutes 34 seconds East 320.69 feet to a point marking the Southwest comer of said Section 2, also marking the Northwest comer of Section 1 1, Township 2 North, Range I East, Leon County, Florida; thence leaving said Section 2, run along the Westerly boundary line of the Northwest quarter of said Section 1 1 and the Easterly boundary line of said Hawks Landing Subdivision as monumented as follows: South 00 degrees 23 minutes 29 seconds East 215.54 feet; thence run South 00 degrees 23 minutes 45 seconds East 330.03 feet; thence run South 00 degrees 24 minutes 03 seconds East 60.04 feet; thence run South 00 degrees 23 minutes 27 seconds East 304.57 feet; thence run South 00 degrees 20 minutes 34 seconds East 204.89 feet; thence run South 00 degrees 24 minutes 55 seconds East 200.09 feet; thence run South 00 degrees 24 minutes 32 seconds East 183.23 feet; thence run South 00 degrees 22 minutes 28 seconds East 256.84 feet; thence run South 00 degrees 26 minutes 17 seconds East 280.26 feet; thence run South 00 degrees 22 minutes 47 seconds East 359.84 feet; thence run South 00 degrees 26 minutes 40 seconds East 262.55 feet; thence South 00 degrees 59 minutes 07 seconds West 12.10 feet to the Point of Beginning.

Subject to a 30 foot wide ingress, egress and utility easement, also subject to a 10 foot wide utility easement recorded in Official Records Book 2419, Page 2269, in the Public Records of Leon County, Florida.

THE ABOVE DESCRIBED PROPERTY IS LOCATED IN SECTION 11, TOWNSHIP I NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

**SECTION 3.** If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of

the remaining portions thereof.

**SECTION 4.** The effective date of this ordinance shall be the effective date of comprehensive plan amendment LMA201804.

# DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018. LEON COUNTY, FLORIDA Nick Maddox, Chairman Board of County Commissioners ATTEST: Gwendolyn Marshall, Clerk of the Court & Comptroller, Leon County, Florida By: \_\_\_\_\_ APPROVED AS TO FORM: County Attorney's Office Leon County, Florida By: \_\_\_\_\_ Herbert W. A. Thiele, Esq.

County Attorney

# **Exhibit A**



# **Leon County Board of County Commissioners**

# Attachment #17 April 10, 2018

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

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing on a Proposed Ordinance Amending the

Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity

Center District (AC) to the Office Residential 2 (OR-2) Zoning District

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, PLACE Cherie Bryant, Planning Director, Tallahassee – Leon County Planning Department
Lead Staff/ Project Team:	Artie White, Administrator   Comprehensive Planning Julie Christesen, Senior Planner

# **Statement of Issue:**

This is the first and only public hearing on a proposed Ordinance to amend the Official Zoning Map from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District for two parcels totaling approximately 30 acres on Barcelona Lane, off of Capital Circle Southeast, between Blair Stone Road and Orange Ave. The applicant seeks to develop the 30-acre site as an office complex and has committed to building a new access road via Orange Avenue.

# **Fiscal Impact:**

This item has no fiscal impact to the County

# **Staff Recommendation:**

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 Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District

(Attachment #18).

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District.

April 10, 2018

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# **Report and Discussion**

# **Background:**

This proposed rezoning implements a proposed Future Land Use Map (FLUM) amendment to change the land use designation for two parcels totaling approximately 30 acres. The applicant is requesting the proposed amendment in order to develop the 30-acre site as an office complex. The proposed offices would be adjacent to a new, large apartment complex, single family housing, the new Tallahassee VA Health Care Center, and a Publix. The offices would be accessible to people traveling via Capital Circle SE, and is located between two minor arterials, Blair Stone Road and Orange Avenue. The applicant has committed to building a new access road if this land use and zoning change is accepted by the Board. The proposed new access would be via Orange Avenue, constructing the new road up to the subject property's northwest corner.

The proposed land use amendment was presented to the Board at a workshop on January 23, 2018. The proposed land use amendment was approved to be transmitted to the State Land Planning Agency and other review agencies on February 27, 2018. The public hearing for the adoption of the proposed land use amendment is scheduled for April 10, 2018. The proposed rezoning ordinance and location map are included as Attachment #1.

# **Analysis:**

The subject site is proposed to be rezoned to the Office Residential-2 (OR-2) District, which is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. This proposed rezoning is consistent with the surrounding zoning districts, which permit a mixture of uses.

One of the principal uses of the OR-2 zoning category is non-medical offices and services, including business and government offices and services. The proposed development is consistent with this, as the applicant would like to develop the site with non-medical offices.

If the amendment is approved, buffering requirements would be addressed according to the land development regulations during the site planning process.

Currently, the only entrance to the subject site is through Barcelona Lane, a local road, located off of Capital Circle SE, a principle arterial road. Barcelona Lane is partly maintained by the City, partly maintained by the County, and partly privately maintained. There is an easement to the west of the larger parcel for the future extension of Paul Russell Road, which could

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District.

April 10, 2018

Page 3

potentially be developed into an access road that could connect Orange Avenue to Blair Stone Road. Orange Avenue and Blair Stone Road are both classified as minor arterials. At this time, current access road conditions would not allow development of the site. The applicant is aware of this access limitation and has coordinated with City of Tallahassee Public Infrastructure and Leon County Public Works Departments. The applicant has acknowledged that Barcelona Lane will not serve as the access to the site. The applicant is responsible for providing sufficient access to the site and will work concurrently with site plan development and approval to provide access from the Paul Russell Road extension easement.

This request has been noticed and advertised in accordance with the provisions of the Leon County Code of Laws (Attachment #13).

# **Options:**

- 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 Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District (Attachment #18).
- 2. Conduct the first and only public hearing and do not adopt the proposed ordinance amending the Official Zoning Map to change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District.
- 3. Board direction.

# **Recommendation:**

Option #1.

# Attachments:

- 13. Legal Ad
- 18. Ordinance/Location Map

# LEON COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE- AND TWO-FAMILY RESIDENTIAL DISTRICT (R-3) AND HIGH INTENSITY URBAN ACTIVITY CENTER DISTRICT (AC) TO THE OFFICE RESIDENTIAL 2 (OR-2) ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

SECTION 1. On April 10, 2018, the County Commission approved an Ordinance which adopted Comprehensive Amendment #LMA201805. To implement plan amendment #LMA201805, the property which is the subject of that amendment as shown in Exhibit A attached hereto, must be rezoned. Accordingly, the part or area of Leon County and the same as indicated in Exhibit A is hereby changed from Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC), and hereby designated and established as Office Residential 2 (OR-2) on the official zoning map of Leon County as adopted and established by the Leon County Commission. The official zoning map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to Exhibit A. The property shown as Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC), and hereby designated and Office Residential 2 (OR-2) on the map is attached hereto as Exhibit A.

# LEGAL DESCRIPTION:

31-09-20-639-000-0 AND 31-09-20-636-000-0

LOTS 25, 26, & 27, BOND'S FARMS:

BEGIN AT AN OLD CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, (ALSO BEING THE SOUTHWEST CORNER OF LOT 25 OF BOND'S FARMS, AN UNRECORDED SUBDIVISION), THENCE NORTH 00 DEGREES 22 MINUTES 20 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND THE WEST BOUNDARY OF SAID LOT 25, A DISTANCE OF 65S.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 25, THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE NORTH BOUNDARIES OF LOTS 25, 26, & 27, OF SAID BOND'S FARMS 999.14 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID LOT 27, THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 27 A DISTANCE OF 655.12 FEET TO A 2-INCH IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID LOT 27, (ALSO BEING ON THE SOUTH BOUNDARY OF SAID SECTION 9), THENCE SOUTH 89 DEGREES 55 MINUTES WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 9 AND THE SOUTH BOUNDARIES OF LOTS 25, 26, & 27, A DISTANCE OF 994.38 FEET TO THE POINT OF BEGINNING.

AND ALSO

LOTS 28, 29, & 30, BOND'S FARMS:

COMMENCE AT AN OLD CONCRETE MONUMENT MARKING THE SOUTH—WEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA (ALSO BEING THE SOUTHWEST CORNER OF LOT 25 OF BOND'S FARMS, AN UNRECORDED SUBDIVISION), AND RUN THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, AND THE SOUTH BOUNDARIES OF LOTS 25, 26, & 27, OF SAID BOND'S FARMS A DISTANCE OF 994.38 FEET TO A 2-INCH PIPE MARK—ING THE SOUTHWEST CORNER OF LOT 28 OF SAID BOND'S FARMS FOR A POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 89 DEGREES 48 MINUTES 32 SECONDS EAST ALONG THE SOUTH BOUNDARIES OF LOTS 28, 29, & 30 OF SAID BOND'S FARMS AND A FENCE LINE 996.65 FEET TO AN OLD IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID LOT 30, THENCE NORTH 00 DEGREES 21 MINUTES 18 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 30 AND A FENCE LINE 642.41 FEET, THENCE SOUTH 89 DEGREES 41 MINUTES 35 SECONDS WEST 992.18 FEET TO AN OLD BUGGY AXLE ON THE WEST BOUNDARY OF LOT 28 OF SAID BOND'S FARMS, THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID LOT 28 AND A FENCE LINE 640.41 FEET TO THE POINT OF BEGINNING.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

**SECTION 3.** If any word, phrase, clause, section or portion of this Ordinance shall be

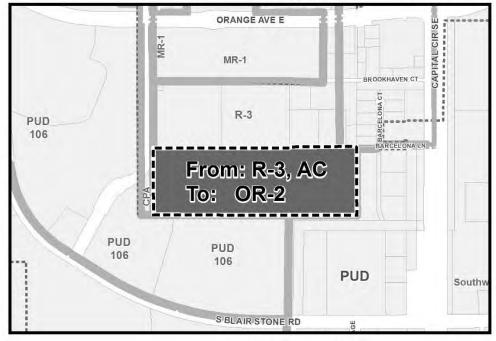
held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4.** The effective date of this ordinance shall be the effective date of comprehensive plan amendment LMA201805.

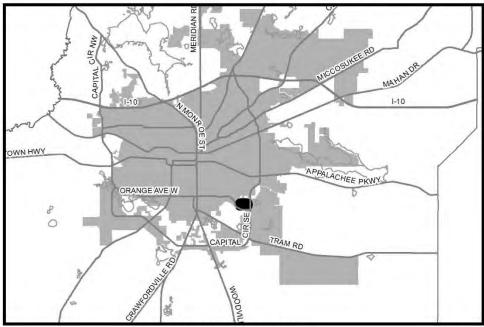
iprenensive plan amendment LiviA201803.	
DULY PASSED AND ADOP	TED by the Board of County Commissioners of
n County, Florida, on this day of _	, 2018.
	LEON COUNTY, FLORIDA
ATTEST:	Nick Maddox, Chairman Board of County Commissioners
Gwendolyn Marshall, Clerk of the Cou & Comptroller, Leon County, Florida	urt
Ву:	
APPROVED AS TO FORM: County Attorney's Office	
Leon County, Florida	
By:Herbert W. A. Thiele, Esq.	
County Attorney	

# Exhibit A Barcelona Lane Rezoning





0 250 500 1,000 Feet



**GENERAL LOCATION MAP** 

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #9** 

# **Leon County Board of County Commissioners**

# Agenda Item #9 April 10, 2018

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

**From:** Herbert W. A. Thiele, County Attorney

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter

12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, adding Article III, Entitled "Criminal History Records Check and Waiting Period for

Purchase of Firearms"

Review and Approval:	Herbert W. A. Thiele, County Attorney
Department/ Division Review:	Herbert W. A. Thiele, County Attorney
Lead Staff/ Project Team:	LaShawn D. Riggans, Deputy County Attorney

# **Statement of Issue:**

As requested by the Board at the March 27, 2018 meeting, this item requests the Board conduct the first and only public hearing to consider an Ordinance (Attachment #1) that will amend Chapter 12 (Offenses - Miscellaneous) of the Leon County Code of Laws to require a criminal history records check and waiting period for the purchase of firearms conducted on property to which the public has the right of access.

# **Fiscal Impact:**

This item has no current fiscal impact.

# **Staff Recommendation:**

Option #3: Board Direction.

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, adding Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" April 10, 2018

Page 2

# **Report and Discussion**

# **Background:**

During the February 27, 2018, regularly scheduled Board meeting, Commissioner Lindley brought back before the Board the idea of closing the gun show "loophole." The Board voted unanimously for staff to bring back an agenda item further discussing the regulation of firearm sales at gun shows and to close the gun show loophole. In 2013, the Commission had previously looked into closing the gun show loophole and directed the County Attorney's Office to bring back a status report to the Board.

In Florida, background checks are **not** required by the state. However, county governments have the authority to require background checks and a 3- to 5-day waiting period for private firearms transfers (holders of concealed carry permits are exempt from any such county requirements). Currently, seven counties, Broward, Hillsborough, Miami-Dade, Palm Beach, Pinellas, Sarasota and Volusia have ordinances requiring background checks and waiting periods for private gun sales.

On March 9, 2018, the Governor signed into law the "Marjory Stoneman Douglas High School Public Safety Act." Section 790.0655, F. S. currently imposes a mandatory waiting period between the "retail" purchase and delivery of a firearm of 3 days, excluding weekends and legal holidays, or expires upon the completion the records check, whichever occurs later. However, as previously stated the 1998 Amendment to the Florida Constitution gives counties the authority to extend the waiting period up to 5 days. Currently, of the counties that require background checks four have enacted a 3 day waiting period (Hillsborough, Pinellas, Sarasota and Volusia), while Broward, Miami-Dade and Palm Beach have opted to enact the 5 day waiting period in which to transfer a firearm.

On March 27, 2018, at a regularly scheduled Leon County Board of County Commissioners meeting, the Board voted unanimously to move forward with scheduling the first and only public hearing on April 10, 2018, to consider a proposed Ordinance (Attachment #1) amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, by adding a new Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" and requiring the waiting period to be five days. The Board directed that language be included within the proposed Ordinance to address the authority of proactive enforcement of the Ordinance by Leon County Code Inspectors. Additionally, the Board requested that there be a "whereas" clause to address the concerns of the Leon County Sheriff surrounding Fourth Amendment implications.

# **Analysis:**

The proposed Ordinance (Attachment #1) will amend Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, by adding a new Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms."

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, adding Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" April 10, 2018

Page 3

As this is constitutional law, it should be noted that Section 790.33, Florida Statutes, has no impact on a county's ability to require a criminal history records check or waiting period in the sale of a firearm within the County when any part of the transaction is conducted on property to which the public has the right of access.

As stated previously, seven Florida counties have ordinances that require background checks for the private sale of firearms when any part of the transaction is conducted on property to which the public has the right of access. This includes, but is not limited to gun shows, flea markets, firearms exhibitions, wholesale and retail stores and garage and estate sales where the private property has been opened to public access.

If the County were to enact an ordinance requiring a background check for the private sale of firearms, conducting background checks on private gun buyers would involve several steps according to Florida Department of Law Enforcement (FDLE). Unlike Federal Firearms License (FFL) dealers, the private sellers regulated by county gun law have no direct access to buyers' criminal histories. Under the proposed ordinance, a private seller would first sign the firearm over into the inventory of a FFL dealer. The dealer would then conduct the background check for the private seller. FDLE for a nominal fee checks the potential purchaser's name in a database that tracks nationwide criminal records, lists of people declared "mentally defective" in court and individuals subject to domestic violence restraining orders. If the buyer is not approved, the dealer must also perform a background check on the seller before returning the gun. If the seller is not approved, the dealer takes control of the weapon.

Additionally, the proposed Ordinance at the request of the Board, requires a 5-day waiting period between the sale of the firearm and the transfer of the firearm to the buyer. This waiting period is applicable to all firearm sales in the County when any part of the transaction is conducted on property to which the public has the right of access. This would also include retail sales conducted through FFL dealers and would effectively change their current 3-day waiting period requirement to 5 days.

Enforcement of any ordinance regulating the sale of any firearm occurring within the boundaries of the County on property to which the public has the right of access, would be enforced by local law enforcement officers and code inspectors within their jurisdiction. Law enforcement under the ordinance would make arrests or issue a Notices to Appear (NTAs) for those individuals not in compliance. Code Inspectors would attend gun shows and if a violation of the Ordinance is witnessed the inspector would immediately contact law enforcement. To help to facilitate compliance any unlicensed seller would be required to prominently display next to any firearms being sold, if any part of the transactions takes place on property to which the public has the right of access the following information: (1) legal name of the seller; (2) the name of the FFL dealer who will be facilitating the transaction for the seller and (3) the license number of the FFL dealer who will be facilitating the transaction of behalf of the seller.

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, adding Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" April 10, 2018

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Additionally, any events in which firearms are permitted to be sold and/or transferred by persons <u>other than</u> FFL dealers would be required to prominently display the ordinance at all entrances of the venue.

Pursuant to Section 125.66(2)(a), Florida Statutes, the Board must conduct one public hearing to consider and adopt the proposed Ordinance. Notice of the public hearing was timely published as required by the statute (Attachment #3).

# **Options:**

- 1. Conduct first and only public hearing and adopt Ordinance to amend Chapter 12 (Offenses Miscellaneous) of the Code of Laws of Leon County, adding Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" (Attachment #1).
- 2. Do not direct conduct first and only public hearing and do not adopt Ordinance to amend Chapter 12 (Offenses Miscellaneous) of the Code of Laws of Leon County, adding Article III, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms."
- 3. Board direction.

# **Recommendation:**

Option #3: Board Direction.

# Attachments:

- 1. Proposed Ordinance (clean version)
- 2. Proposed Ordinance (redline version)
- 3. Public Notice

# 1 ORDINANCE NO. 18-\_\_\_\_

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, OF THE LEON COUNTY **CODE** OF LAWS **ENTITLED** "OFFENSES MISCELLANEOUS," GENERALLY; ADDING A NEW ARTICLE III TO BE ENTITLED "CRIMINAL HISTORY RECORDS CHECK AND WAITING PERIOD FOR PURCHASE OF FIREARMS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR POSTING OF ORDINANCE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING **PROVIDING CONFLICTS: FOR SEVERABILITY**; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1998, an amendment to the Florida Constitution, Article VIII, Section 5(b), was adopted which gave counties the authority to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within the county; and

WHEREAS, the Leon County Board of County Commissioners desire to implement their Constitutional authority to enact an ordinance providing for a criminal history records check and a five day waiting period in connection with the sale of any firearm occurring within the county; and

WHEREAS, this Ordinance is not intended to deprive any person of their Fourth Amendment right against unreasonable searches and seizures; enforcement shall be in accordance and compliance with all local, state, or federal laws.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**SECTION 1.** Chapter 12, of the Code of Laws of Leon County, Florida, is hereby amended by adding an Article III, entitled, Criminal History Records Check and Waiting Period For Purchase of Firearms, which is to read as follows:

# ARTICLE III. CRIMINAL HISTORY RECORDS CHECK AND WAITING PERIOD FOR PURCHASE OF FIREARMS

Sec. 12-81. – Intent and purpose.

It is the intent of this Ordinance to implement countywide the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access unless there is a full five day waiting period and a national criminal history background check of the potential purchaser is conducted. This Ordinance applies to both seller and purchasers of firearms.

- Any violation of Article III. Criminal History Records Check and Waiting Period for
  Purchase of Firearms, presents a serious threat to the public health, safety, or welfare and the
  violation is considered irreparable or irreversible.
- 4 Sec. 12-82. Definitions.

5 The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Antique firearms means any firearm (including any firearm with a matchlock, flintlock, percussion cap, or similar type of ignition system) manufactured in or before 1898; and any replica of any such firearm if such replica (i) is not designed or redesigned for using rimfire or conventional centerfire fixed ammunition, or (ii) uses rimfire or conventional centerfire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade.

Any part of the transaction means any part of the sales transaction, including but not limited to, the offer of sale, negotiations, the agreement to sell, the transfer of consideration, or the transfer or delivery of the firearm.

Business day means a 24-hour day (beginning at 12:01 a.m.), excluding weekends and legal holidays.

Buyer means the person or persons taking delivery of or transferring money or other valuable consideration for a firearm in any sale.

FDLE means the Florida Department of Law Enforcement.

Firearm means any weapon, including a starter gun or handgun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; and destructive device; or any machine gun.

*Handgun* means a firearm capable of being carried and used by one hand, such as a pistol or revolver.

<u>Licensed dealer means a dealer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm dealers.</u>

<u>Licensed importer</u> means an importer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm importers.

<u>Licensed manufacturer</u> means a manufacturer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm manufacturers.

<u>NICS</u> means the National Instant Criminal Background Check System established pursuant to Title 18, United States Code, Section 922.

*Person* includes, but is not limited to, any individual, corporation, company, association, firm partnership, society, or joint stock company.

1 <u>Prominently displayed means standing out so as to be seen easily; conspicuous;</u> 2 particularly noticeable.

Property to which the public has the right of access means any real or personal property to which the public has a right of access, including property owned by either public or private individuals, firms and entities and expressly includes, but is not limited to, flea markets, gun shows, wholesale and retail stores, garage and estate sales and firearms exhibitions.

- Sale means the transfer of money or other valuable consideration for any firearm.
- 8 Seller means the person or persons delivering a firearm in any sale.
- 9 Sec. 12-83. Mandatory five day waiting period.

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There shall be a mandatory five day waiting period, which shall be five full days, 10 excluding weekends and legal holidays, in connection with the sale of firearms occurring within 11 the county when the sale involves a transfer of money or other valuable consideration, and any 12 part of the sale transaction is conducted on property to which the public has the right of access. 13 An uninterrupted, continuous, and cumulative aggregate of 120 hours must elapse between such 14 sale and receipt of the firearm, excluding the hours of weekends and legal holidays. A person 15 who violates the prohibition of this section is guilty of a violation of a county ordinance, 16 17 punishable as provided in F.S. § 125.69 (1), as it may be amended, and the violation shall be 18 prosecuted in the same manner as misdemeanors are prosecuted.

- Sec. 12-84. Mandatory criminal records check.
- (a) No person, whether licensed or unlicensed, shall sell, offer for sale, transfer or deliver any firearm to another person when any part of the transaction is conducted on property to which the public has the right of access within Leon County until all procedures specified under section 790.065, Florida Statutes, have been complied with by a person authorized by that section to conduct a criminal history check of background information as specified in that section, and the approval number set forth by that section has been obtained and documented. In the event section 790.065, Florida Statutes is repealed, no person, whether licensed or unlicensed, shall sell, offer for sale, transfer or deliver any firearm to another person when any part of the transaction is conducted on property to which the public has the right of access until all procedures specified under any other state or federal law which requires a national criminal history information or national criminal history check on potential buyer or transferee of firearms have been complied with by any person authorized by law to conduct the required national criminal history or background records check and any required approval under such state or federal law or rule has been obtained.
- 34 (b) In the case of a seller who is not a licensed importer, licensed manufacturer or licensed dealer:
- 1. Compliance with section 790.065, F.S. or its state or federal successor shall be achieved by the seller requesting that a licensed importer, licensed manufacturer or licensed dealer complete all the requirements of section 790.065, F.S. or its state or federal successor.

1 2 3	2. Licensed importers, manufacturers and dealers may charge a fee of an unlicensed seller as established by the FDLE to cover costs associated with completing the requirements of section 790.065, F.S.
4 5	3. An unlicensed seller must prominently display next to any firearms being sold on property to which the public has the right of access the following information:
6	i. The full legal name of the seller.
7 8 9	ii. The name(s) of the licensed importer, licensed manufacturer, or licensed dealer who will be completing the transaction of behalf of the seller.
10 11 12	iii. The license number of the licensed importer, licensed manufacturer, or licensed dealer who will be completing the transaction of behalf of the seller.
13 14	(c) Sellers who conduct or cause to be conducted criminal history records checks shall maintain records pursuant to Florida Statutes.
15	Sec. 12-85. – Posting of Ordinance.
16 17 18 19 20	Any activity or event in which firearms are permitted to be sold or transferred by persons other than a licensed importer, licensed manufacturer or licensed dealer when any part of the transaction is conducted on property to which the public has the right of access the person hosting or putting on such activity or event must prominently display this Ordinance at all entrances into the activity or event.
21	Sec. 12-86. – Exemptions.
22 23 24 25	(a) This division does not apply to the purchaser of firearms by holders of a Florida concealed weapons or firearms permit or license issued pursuant to general law. However, this exemption shall not relieve such purchasers from compliance with otherwise applicable state or federal law requirements.
26 27	(b) Sales to a licensed importer, licensed manufacturer or licensed dealer shall not be subject to the provisions of this section.
28 29 30 31 32 33	(c) Law enforcement officers, correctional officers or correctional probation officers who are purchasing a handgun(s) for official use and who provide the seller with a certification on agency letterhead, signed by a person in authority within the agency (other than the officer purchasing the handgun) stating that the officer will use the handgun(s) in official duties and that a records check reveals that the purchasing officer has no convictions for misdemeanor crimes of domestic violence.

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1	Sec. 12-87. – Applicability.
2	This ordinance shall be effective in the incorporated as well as unincorporated areas of the county.
4	Sec. 12-88. – Enforcement.
5 6	Law enforcement officers and code inspectors shall enforce the provisions of this section against any person found violating these provisions within their jurisdiction.
7 8 9 10 11	For the purpose of enforcing the provisions contained herein the violator does not have to be provided a reasonable time period to correct the violation and may immediately cited or issued a notice to appear, as any violation of the provisions contained in this Article presents a serious threat to the public health, safety, or welfare, and the violation is irreparable or irreversible.
12	Sec. 12-89. – Penalty.
13 14 15 16 17	Any violation by any person of any requirement or provision of this Article shall be prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, any person violating any requirement or provision of this section shall be punished by a fine not to exceed \$500.00 or by imprisonment in the Leon County Detention Center not to exceed 60 days or by both such fine and imprisonment as provided in F.S. § 125.069, as it may be amended.
18	Secs. 12-90—12-110 Reserved.
19 20 21	<b>SECTION 2. Conflicts.</b> All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.
22 23 24 25	SECTION 3. Severability. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.
26 27	<b>SECTION 4. Effective date.</b> This Ordinance shall have effect upon becoming law.
28 29 30 31	DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida this day of, 2018.
32 33 34 35	LEON COUNTY, FLORIDA
36 37	
38	By:
39 40	Nick Maddox, Chairman Board of County Commissioners

1	ATTESTED BY:
2	GWEN MARSHALL,
3	CLERK OF THE CIRCUIT COURT AND COMPTROLLER
4	LEON COUNTY, FLORIDA
5	
6	
7	By:
8	
9	
10	APPROVED AS TO FORM:
11	COUNTY ATTORNEY'S OFFICE
12	LEON COUNTY, FLORIDA
13	
14	
15	By:
16	HERBERT W. A. THIELE, ESQ.
17	COUNTY ATTORNEY
18	

# ORDINANCE NO. 18-\_\_\_\_

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, OF THE LEON COUNTY **CODE** OF LAWS **ENTITLED** "OFFENSES MISCELLANEOUS," GENERALLY; ADDING A NEW ARTICLE III TO BE ENTITLED "CRIMINAL HISTORY RECORDS CHECK AND WAITING PERIOD FOR PURCHASE OF FIREARMS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR POSTING OF ORDINANCE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING **CONFLICTS: PROVIDING FOR SEVERABILITY**; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1998, an amendment to the Florida Constitution, Article VIII, Section 5(b), was adopted which gave counties the authority to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within the county; and

WHEREAS, the Leon County Board of County Commissioners desire to implement their Constitutional authority to enact an ordinance providing for a criminal history records check and a five day waiting period in connection with the sale of any firearm occurring within the county; and

WHEREAS, this Ordinance is not intended to deprive any person of their Fourth Amendment right against unreasonable searches and seizures; enforcement shall be in accordance and compliance with all local, state, or federal laws.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**SECTION 1.** Chapter 12, of the Code of Laws of Leon County, Florida, is hereby amended by adding an Article III, entitled, Criminal History Records Check and Waiting Period For Purchase of Firearms, which is to read as follows:

# ARTICLE III. CRIMINAL HISTORY RECORDS CHECK AND WAITING PERIOD FOR PURCHASE OF FIREARMS

Sec. 12-81. – Intent and purpose.

It is the intent of this ordinance Ordinance to implement countywide the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access unless there is a full 3—or 5—five day waiting period and a national criminal history background check of the potential purchaser is conducted. This ordinance—Ordinance applies to both seller and purchasers of firearms.

1 Any violation of Article III. Criminal History Records Check and Waiting Period for 2 Purchase of Firearms, presents a serious threat to the public health, safety, or welfare and the violation is considered irreparable or irreversible. 3 4 Sec. 12-82. – Definitions. 5 6 The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different 7 8 meaning: 9 Antique firearms means any firearm (including any firearm with a matchlock, flintlock, percussion cap, or similar type of ignition system) manufactured in or before 1898; and any 10 replica of any such firearm if such replica (i) is not designed or redesigned for using rimfire or 11 conventional centerfire fixed ammunition, or (ii) uses rimfire or conventional centerfire fixed 12 ammunition which is no longer manufactured in the United States and which is not readily 13 available in the ordinary channels of commercial trade. 14 Any part of the transaction means any part of the sales transaction, including but not 15 limited to, the offer of sale, negotiations, the agreement to sell, the transfer of consideration, or 16 the transfer or delivery of the firearm. 17 18 Business day means a 24-hour day (beginning at 12:01 a.m.), excluding weekends and legal holidays. 19 20 Buyer means the person or persons taking delivery of or transferring money or other valuable consideration for a firearm in any sale. 21 22 FDLE means the Florida Department of Law Enforcement. Firearm means any weapon, including a starter gun or handgun, which will or is designed 23 24 to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; and destructive device; or 25 26 any machine gun. 27 Handgun means a firearm capable of being carried and used by one (1)-hand, such as a pistol or revolver. 28 29 Licensed dealer means a dealer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm dealers. 30 31 Licensed importer means an importer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm 32 33 importers.

Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for

Licensed manufacturer means a manufacturer licensed under the provisions of Title 27,

NICS means the National Instant Criminal Background Check System established

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firearm manufacturers.

pursuant to Title 18, United States Code, Section 922.

<u>Person</u> includes, but is not limited to, any individual, corporation, company, association, firm partnership, society, or joint stock company.

<u>Prominently displayed means standing out so as to be seen easily; conspicuous; particularly noticeable.</u>

<u>Property to which the public has the right of access</u> means any real or personal property to which the public has a right of access, including property owned by either public or private individuals, firms and entities and expressly includes, but is not limited to, flea markets, gun shows, wholesale and retail stores, garage and estate sales and firearms exhibitions.

Sale means the transfer of money or other valuable consideration for any firearm.

Seller means the person or persons delivering a firearm in any sale.

# Sec. 12-83. – Mandatory <del>3- to 5-five</del> day waiting period.

 There shall be a mandatory 3—to 5—five day waiting period, which shall be 3—to 5 five full days, excluding weekends and legal holidays, in connection with the sale of firearms occurring within the county when the sale involves a transfer of money or other valuable consideration, and any part of the sale transaction is conducted on property to which the public has the right of access. Some examples of properties to which the public has the right of access include but are not limited to: gun shows, firearm exhibits, wholesale and retail stores, garage and estate sales and flea markets. An uninterrupted, continuous, and cumulative aggregate of XXX—120 hours must elapse between such sale and receipt of the firearm, excluding the hours of weekends and legal holidays. A person who violates the prohibition of this section is guilty of a violation of a county ordinance, punishable as provided in F.S. § 125.69 (1), as it may be amended, and the violation shall be prosecuted in the same manner as misdemeanors are prosecuted.

# Sec. 12-84. – Mandatory criminal records check.

- (a) No person, whether licensed or unlicensed, shall sell, offer for sale, transfer or deliver any firearm to another person when any part of the transaction is conducted on property to which the public has the right of access within Leon County until all procedures specified under section 790.065, Florida Statutes, have been complied with by a person authorized by that section to conduct a criminal history check of background information as specified in that section, and the approval number set forth by that section has been obtained and documented. In the event—section 790.065, Florida Statutes is repealed, no person, whether licensed or unlicensed, shall sell, offer for sale, transfer or deliver any firearm to another person when any part of the transaction is conducted on property to which the public has the right of access until all procedures specified under any other state or federal law which requires a national criminal history information or national criminal history check on potential buyer or transferee of firearms have been complied with by any person authorized by law to conduct the required national criminal history or background records check and any required approval under such state or federal law or rule has been obtained.
- (b) In the case of a seller who is not a licensed importer, licensed manufacturer or licensed dealer:

1	1.7 -Ceompliance with section 790.065, F.S. or its state or federal successor
2	shall be achieved by the seller requesting that a licensed importer, licensed manufacturer or
3	licensed dealer complete all the requirements of section 790.065, F.S. –or its state or federal
4	successor.
5	2. Licensed importers, manufacturers and dealers may charge a fee
6	reasonable fee of an unlicensed seller as established by the FDLE to cover costs associated with
7	completing the requirements of section 790.065, F.S. <del>-</del>
,	completing the requirements of section 7701000 (11011
8	3. An unlicensed seller must prominently display next to any firearms being
9	sold on property to which the public has the right of access the following information:
10	i. The full legal name of the seller.
11	ii. The name(s) of the licensed importer, licensed manufacturer, or
12	licensed dealer who will be completing the transaction of behalf of the seller.
13	the sener.
14	iii. The license number of the licensed importer, licensed manufacturer,
15	or licensed dealer who will be completing the transaction of behalf
16	of the seller.
17	(c) Sellers who conduct or cause to be conducted criminal history records checks
18	shall maintain records pursuant to Florida Statutes.
19	See 12.95 Desting of Ordinance
19	Sec. 12-85. – Posting of Ordinance.
20	Any activity or event in which firearms are permitted to be sold or transferred by persons
21	other than a licensed importer, licensed manufacturer or licensed dealer when any part of the
22	transaction is conducted on property to which the public has the right of access the person
23	hosting or putting on such activity or event must prominently display this Ordinance at all
24	entrances into the activity or event.
25	<u>Sec. 12-86. – Exemptions.</u>
26	(a) This division does not apply to the purchaser of firearms by holders of a Florida
26	(a) This division does not apply to the purchaser of firearms by holders of a Florida
27	concealed weapons or firearms permit or license issued pursuant to general law. However, this
28	exemption shall not relieve such purchasers from compliance with otherwise applicable state or
29	federal law requirements.
30	(b) Sales to a licensed importer, licensed manufacturer or licensed dealer shall not be
31	subject to the provisions of this section.
0_	sucject to the provisions of this section.
32	(c) Law enforcement officers, correctional officers or correctional probation officers
33	who are purchasing a handgun(s) for official use and who provide the seller with a certification
34	on agency letterhead, signed by a person in authority within the agency (other than the officer
35	purchasing the handgun) stating that the officer will use the handgun(s) in official duties and that

1 2	a records check reveals that the purchasing officer has no convictions for misdemeanor crimes of domestic violence.
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5	Sec. 12-87. – Applicability.
6 7	This ordinance shall be effective in the incorporated as well as unincorporated areas of the county.
8	Sec. 12-88. – Enforcement.
9 10	Law enforcement officers and code inspectors shall enforce the provisions of this section against any -person found violating these provisions within their jurisdiction.
11 12 13 14 15	For the purpose of enforcing the provisions contained herein the violator does not have to be provided a reasonable time period to correct the violation and may immediately cited or issued a notice to appear, as any violation of the provisions contained in this Article presents a serious threat to the public health, safety, or welfare, and the violation is irreparable or irreversible.
16	
17	Sec. 12-89. – Penalty.
18 19 20 21 22	Any violation by any person of any requirement or provision of this Article shall be prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, any person violating any requirement or provision of this section shall be punished by a fine not to exceed \$500.00 or by imprisonment in the Leon County Detention Center not to exceed 60 days or by both such fine and imprisonment as provided in F.S. § 125.069, as it may be amended.
23	Secs. 12-90—12-110 Reserved.
24 25 26	<b>SECTION 2. Conflicts.</b> All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.
27 28 29 30 31	SECTION 3. Severability. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.
32 33	<b>SECTION 4. Effective date.</b> This Ordinance shall have effect upon becoming law.
34 35 36	DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida this day of, 2018.

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6			LEON COUNTY, FLORIDA
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9		By:	Nick Maddox, Chairman
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11			<b>Board of County Commissioners</b>
12			
13	ATTESTED BY:		
14	GWEN MARSHALL,		
15	CLERK OF THE CIRCUIT COURT AND	COMPTROLI	LER
16	LEON COUNTY, FLORIDA		
17			
18			
19	By:		
20			
21	ADDDOVED ACTO FORM.		
22	APPROVED AS TO FORM:		
23	COUNTY ATTORNEY'S OFFICE		
24	LEON COUNTY, FLORIDA		
25 26			
	By:		
27 28	HERBERT W. A. THIELE, ESQ.		
28 29	COUNTY ATTORNEY		
	COUNTI ATTORNET		
30			

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, April 10, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, OF THE LEON COUNTY CODE OF LAWS ENTITLED "OFFENSES – MISCELLANEOUS," GENERALLY; ADDING A NEW ARTICLE III TO BE ENTITLED "CRIMINAL HISTORY RECORDS CHECK AND WAITING PERIOD FOR PURCHASE OF FIREARMS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR POSTING OF ORDINANCE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact 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.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse 301 S. Monroe St., 5th Floor Reception Desk Tallahassee, FL 32301

and

Leon County Clerk's Office 315 S. Calhoun Street, Room 750 Tallahassee, Florida 32301

Advertise: March 30, 2018

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #10** 

## **Leon County Board of County Commissioners**

Agenda Item #10 April 10, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing on a Proposed Ordinance Amending the

Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning

District

Review and Approval:	Vincent S. Long, County Administrator					
Department/	Alan Rosenzweig, Deputy County Administrator					
Division Review:	Ken Morris, Assistant County Administrator					
	Benjamin H. Pingree, Director, Planning, Land Management &					
	Community Enhancement					
	Cherie Bryant, Planning Manager					
Lead Staff/	Russell Snyder, Administrator, Land Use Planning					
Project Team:	Jiwuan Haley, Senior Planner, Land Use Division					

## **Statement of Issue:**

This is the first and only public hearing on a proposed ordinance to amend the Official Zoning Map to change the zoning classification of two parcels on the southeast corner of Bull Headley and Bannerman Roads from the Lake Protection (LP) zoning district to the Lake Protection Node (LPN) zoning district. The proposal is consistent with the County's requirements for rezoning and has also been recommended for approval by the Planning Commission. Staff recommends approval of the ordinance.

## **Fiscal Impact:**

This item has no fiscal impact to the County.

## **Staff Recommendation:**

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 Lake Protection (LP) zoning district to the Lake Protection Node (LPN) zoning district (Attachment #1) for the approximately 30.9± acre portion (as depicted in Attachment #1, p.3) of the parcel identified as being eligible for the Bannerman and Bull Headley Road Node of the LP Future Land Use Map (FLUM) category and in Sec. 10-6.660, Exhibit D of the Leon County Development Code (Attachment #3, p. 14).

April 10, 2018 Page 2

## **Report and Discussion**

## **Background:**

The County received an application requesting a change to the Official Zoning Map from the LP zoning district to the LPN zoning district on approximately 30.9± acres of the 101.7± acres that make up the two parcels identified in the application. The subject property is located on the south side of Bannerman Road, approximately 89 feet south of its intersection with Bull Headley Road. Only the portion of the application parcels (approximately 30.9± acres) within the identified Lake Protection Node (LPN) area of the Bannerman and Bull Headley Road intersection are eligible for rezoning to LPN. The remainder of the overall application parcels are not under consideration for rezoning. The rezoning ordinance and map is included as Attachment #1. A current zoning map of the site is included as Attachment #2. A map of the Bannerman and Bull Headley Road Node can be found in Attachment #3 (Exhibit D).

This hearing is a quasi-judicial proceeding. Ex parte communications are prohibited during review of quasi-judicial proceedings. Ex parte communications are oral or written off-the-record communication made to decision-making personnel, without required notice to the parties that is directed to influence or attempt to influence the merits or outcome of a decision. This term does not include procedural, scheduling and status inquiries or other inquiries or requests for information that have no bearing on the merits or outcome of the proceeding.

**Historic Zoning:** The 1990 Historic Zoning Atlas indicates the historic zoning on the property was Agricultural (A-2).

**1992:** The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject property was zoned Lake Protection (LP).

**January 29, 2013:** The Leon County Board of County Commissioners (Board) ratified actions taken at the December 10, 2012 Annual Retreat (Attachment #4). These actions included establishing a new strategic initiative within the Board's Strategic Plan to "develop solutions to promote sustainable growth inside the Lake Protection Zone."

**November 19, 2013:** With the guidance of the Board's Strategic Priorities, staff from Planning, Development Support and Environmental Management (DSEM), and Public Works developed a set of recommendations intended to implement the above referenced strategic initiative, which included the creation of Lake Protection Nodes. At a workshop held on November 19, 2013, the Board discussed these recommendations and directed staff to move forward with these recommendations as part of the Lake Jackson Sustainable Development project (Attachment #5).

April 10, 2018

Page 3

May 26, 2015: At the Joint City-County Adoption Public Hearing, the *Tallahassee-Leon County Comprehensive Plan* was amended to change the Lake Protection (LP) FLUM category to create the Lake Protection Node (LPN) zoning district (Attachment #6). The amendment designated four nodes at intersections within the LP FLUM category, one of which is located at the Bannerman Road and Bull Headley Road intersection.

**July 7, 2015:** In order to implement the above comprehensive plan amendment, the Board approved an amendment to the *Leon County Land Development Code* to create the LPN zoning district, which included maps designating the subject areas where the LPN shall be permitted (Attachment #7). The subject site is included in the Bannerman and Bull Headley Road Node Subject Area (Attachment #3, Exhibit D).

## Planning Commission Discussion

March 6, 2018: The Planning Commission held a public hearing on this item and voted (5-1) to find the application consistent with the Comprehensive Plan and recommend that the Board of County Commissioners adopt the proposed Ordinance. There were seven speakers on the item. Five citizens spoke in opposition to the rezoning. The applicant's agent and attorney spoke in favor of the rezoning and addressed the opponents' statements. Citizens were concerned that the rezoning would result in an increase in traffic on Bannerman Road, pollution of the lakes in Summerbrooke, and would be incompatible with Summerbrooke's single-family development pattern. Citizens also requested that a moratorium be placed on development until the Bannerman Road improvements are completed. The Planning Commission inquired about the ownership of the parcels and if the entirety of the parcels could be rezoned to LPN. Staff informed the Commission that the parcels were under single ownership and only 30.9± acres would be eligible for the Lake Protection Node zoning district. The remainder of the parcel would stay in Lake Protection. There was additional discussion of the potential environmental impacts the development might cause, the site plan review stage of development, and whether the proposed rezoning was consistent with the *Tallahassee-Leon County Comprehensive Plan*.

## **Analysis:**

In accordance with Section 10-6.205(b) 11 (Procedures for Ordinance and Official Zoning Map Amendments) of the *Leon County Code of Ordinances*, the County shall consider the following in determining whether to recommend approval or denial of an application:

April 10, 2018 Page 4

1. Comprehensive Plan. Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?

Yes. The subject property is located in the Lake Protection (LP) Future Land Use Map (FLUM) category. According to Land Use Policy 2.2.18 (Attachment #8), the intent of the LP FLUM category "is to ensure that development within the Lake Jackson basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality." The LP FLUM category allows two zoning districts:

- Lake Protection (LP)
- Lake Protection Node (LPN)

The Lake Protection Node (LPN) zoning district in the Tallahassee-Leon County Comprehensive Plan designates four nodes at intersections within the LP FLUM category, one of which is located at the Bannerman Road and Bull Headley Road intersection. The LPN zoning district was added to the Comprehensive Plan in 2015 in support of the Board's Strategic Initiative to "develop solutions to promote sustainable growth inside the Lake Protection Zone."

As a result, the new LP FLUM zoning category allows for sustainable development patterns within the Lake Protection area. These nodes were located at specific, primary intersections to allow for the creation of compact, mixed-use, and multi-modal neighborhood centers. These nodes are intended to serve the surrounding areas with office, retail, and employment opportunities in a manner that encourages walking and generally improves quality of life for residents. The relatively compact nature of these nodes in combination with heightened storm water standards will ensure the continued protection of Lake Jackson.

Allowable uses within the FLUM category include residential and community and recreational facilities. The LP Future Land Use category allows single-family residential with an allowed residential density of one (1) dwelling unit per two (2) gross acres. To encourage compact and efficient development, two density bonus options are available for properties within the category:

- A residential density of up to two (2) dwelling units per gross acre may be permitted within developments designed as a Clustered Subdivision.
- A residential density of up to eight (8) dwelling units per gross acre may be permitted within the LPN zoning district.

Areas within the LPN zoning, as being sought by the applicant, would allow mixed use and non-residential uses (including, but not limited to, office and commercial uses). Within the requested LPN category, single use, non-residential development is allowed at a maximum intensity of 10,000 square feet (S.F.) per gross acre. Projects containing a vertical mixture of uses, including any combination of office, commercial and residential uses, may receive a

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bonus of 2,500 S.F. per gross acre, for a total of 12,500 S.F. per gross acre. Community and recreational facilities are allowed at a maximum intensity of 10,000 S.F. per gross acre.

The LP FLUM category permits the LPN zoning district generally within a quarter (1/4) mile of the center of four intersections within Leon County; the Bannerman Road and Bull Headley node is one of the four identified intersections within the Comprehensive Plan. The two parcels identified in the application total 101.7± acres. Only a 30.9-acre portion of the parcels is eligible for the rezoning pursuant to the Bannerman and Bull Headley Road Node provisions in the Comprehensive Plan and land development code. Therefore, staff recommends that only the eligible 30.9-acre portion be rezoned.

2. Conformance with the Land Development Regulations. Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size?

Yes. The portion of property recommended for rezoning conforms to the land development requirements of the LPN zoning district. In accordance with Section 10-6.660 of the *Leon County Land Development Code* (Attachment #3), the LPN zoning district is intended to be located in areas within ½ mile of the four designated intersections within the LP FLUM category. Exhibit D of Section 10-6.660 illustrates the portion of the subject parcel where LPN is permitted (approximately 30.9± acres). The proposed rezoning would implement the LPN zoning district created in the 2015 update of the *Tallahassee-Leon County Comprehensive Plan* and *Leon County Land Development Code*.

As noted above, the application identifies two parcels, totaling 101.7± acres, for rezoning to LPN. This would not, however, be consistent with the *Tallahassee-Leon County Comprehensive Plan* and *Leon County Land Development Code*. To ensure consistency with the *Tallahassee-Leon County Comprehensive Plan* and the *Leon County Land Development Code*, staff recommends that only the portion of the parcels (approximately 30.9± acres) identified as being within the Bannerman and Bull Headley Road Node in the Leon County Development Code be rezoned to LPN (Attachment #2).

A residential density of up to eight (8) dwelling units per gross acre may be permitted within the LPN zoning district. Non-residential development allowed within this district is limited to office, retail services, and community facilities with an allowable intensity of 10,000 S.F. per gross acre (vertical mixture of uses may receive a bonus of 2,500 S.F. per gross acre for a total of 12,500 S.F. per gross acre).

A comparison of existing and proposed uses in the LP and LPN zoning districts is provided in Table 1, and a comparison of the allowable density and intensity is contained in Table 2.

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Table 1: Comparison of Existing and Proposed Permitted Uses								
Zoning Dis								
Permitted Uses	LP	LPN						
Active and Passive Recreation Facilities		X						
Passive Recreational Facilities and Boat Ramps	X							
Automotive Retail, Service, and Repair, including Car Wash		X						
Community services in accordance with section 10-6.806 of these regulations	X							
Community facilities related to the permitted principal uses, including libraries, religious facilities, police/fire stations, and elementary, middle, high, and vocational								
schools.		X						
Day care center		X						
Government Offices and Services		X						
Light Infrastructure	X	*						
Live-Work Units		X						
Lodging		X						
Medical and Dental Offices, Services, Laboratories, and Clinics		X						
Nursing Homes and Other Residential Care Facilities		X						
Office		X						
Residential – Any Unit Type		X						
Restaurants, without Drive-in Facilities		X						
Single-Family Detached	X	X						
Retail		X						
Studios for Photography, Music, Art, Drama, and Voice		X						
Retail Commercial		X						

<sup>\*</sup>Light Infrastructure is listed as an Accessory Use in LPN

	T	able 2: Development Intens	sity Allowed by Distri	ict		
Zoning District	Maximum Residential Density and Height	Maximum Non- Residential Building Size	Allowable Non-Residential Intensity for Subject Site (30.9 acres)			
LPN (Proposed)	8 du/acre; Max. Height: 35 feet	10,000 square feet per acre; 12,500 square feet per acre bonus with vertical mixture of uses; Max. Height: 4 stories.	247 dwelling units	309,000 sf of Commercial; 386,250 sf of Commercial with vertical mix use bonus.		
LP (Existing)	1 du / 2 gross acres; Max. Height: 3 stories 0 square feet per acre		16 dwelling units 62 clustered dwelling units	0 sf of Commercial		
		Net Change in Use	+ 231 units/ 185 clustered units	+309,000/386,250 sf of Commercial		

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3. Changed Conditions. Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?

No. The subject site's future land use category and zoning districts have been the same since they were updated by the adoption of the *Tallahassee-Leon County Comprehensive Plan* in 1992. As mentioned above, the proposed rezoning is the implementation of the LPN zoning district, which was created during the 2015 update of the *Tallahassee-Leon County Comprehensive Plan* and *Leon County Land Development Code*.

**4.** Land Use Compatibility. Will the proposal result in any incompatible land uses, considering the type and location of uses involved?

No. As indicated in Table 3, there are single-family homes to the east and west of the subject property. Located on the south is the remainder of the overall parcel, which is currently undeveloped. To the north are single family, commercial and office (Attachment #9). Several residents have raised concerns about the potential incompatibility of allowed commercial uses and multi-family development with adjacent single-family residential neighborhoods.

The intent of the LPN zoning district is to concentrate non-residential uses around major intersections within the LP FLUM category; non-residential uses, except for community and recreational facilities, are not allowed anywhere else within the LP FLUM category. Concentrating non-residential uses into nodes around major intersections creates compact development patterns that maximize infrastructure and minimize environmental impacts; provide retail services and recreation opportunities to nearby residents; create a development pattern that facilitates walking, biking, and the use of transit; and minimize stormwater runoff within the LP FLUM category by limiting the surface area devoted to parking and requiring strict volume control stormwater facilities.

Additionally, to facilitate compatibility with nearby neighborhoods, the LPN zoning district has stringent design standards intended to minimize potential adverse impacts via buffering, screening, and lighting requirements. The LPN district intent states that buffers, transitioning building mass and scale, and careful site design should be used to facilitate compatibility with nearby neighborhoods.

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		Table 3: Surrounding 7	Zoning and Future Land Use	
Area	Zoning	Comments		
Subject Parcel	LP	Lake Protection	Single Family Home	N/A
North	LP/LPN/RP	Lake Protection; Lake Protection Node; Residential Preservation	Single Family Subdivisions and Office Parks	Sable Chase Subdivision; Bull Headley Commercial Subdivision; Bannerman Commercial Subdivision
South	LP/R-1/RP	Lake Protection; Single Family Detached Residential; Residential Preservation	Vacant	Timberland/Undeveloped; Summerbrooke Subdivision
West	LP	Lake Protection	Single Family Homes	Summerbrooke Subdivision
East	LP	Lake Protection	Single Family Homes	N/A

**5. School Considerations.** Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?

School district staff analyzed the zoning change and did not identify any issues associated with the rezoning. The current school impact analysis can be viewed in Attachment #10.

**6.** *Other Matters.* Are there any other matters, which the Commission may deem relevant and appropriate?

No.

## Site and Development Plan Approval Process

Should the Board approve the request for rezoning, the next step requires the developer to submit an application to begin the site and development plan review process as established in the Land Development Code (LDC). The applicant will be required to submit a proposed site plan for the property to include the layout, design, buffering, number of dwelling units, and demonstrate the proposed intensity of the site (i.e. clustering). The development process must address the following:

Traffic: Identify anticipated vehicle trips based on the number of dwelling units and non-residential square footage. Based on the number of vehicle trips the development generates, the developer will be required to make a payment for their proportionate fair share impact to Bannerman Road. The payment will be used towards the construction of

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a future Bannerman Road capital project. The widening of Bannerman Road from Tekesta Drive to Thomasville Road was included in the renewal of the sales tax approved by voters in 2014. Since that time, the development of the node near the intersection of Thomasville Road and Bannerman led to the widening of a small segment of the roadway (1.3 miles) to four lanes. On June 21, 2018, the Blueprint Intergovernmental Agency will consider a five-year capital improvement plan for the implementation of Blueprint 2020 projects which will take into consideration the growth along the Bannerman Road corridor.

- Stormwater: The development will be required to meet additional environmental standards under the Bradfordville Sector Plan and lake protection requirements associated with Lake Jackson. The developer will have to provide mitigation plans for on and off-site stormwater impacts.
- School Concurrency: Leon County Schools will evaluate impacts to the school district based on the specific number of dwelling units proposed for development.
- Public Participation: The site and development plan review process includes public meetings, access to project files via the web (Project Dox) and enables the public to submit written comments to the project for consideration by staff and the developer.
- Final Approval: Depending on the number of proposed dwelling units and total nonresidential square footage included in the developer's application, final approval of the site and development plan is as follows; this only applies to the LPN portion proposed for rezoning:
  - o Staff Approval (Type A): Less than 35 dwelling units and/or less than 20,000 square feet of non-residential construction.
  - o Development Review Committee (DRC): 35 to 74 residential dwelling units and/or 20,000 to 79,999 square feet of non-residential construction.
  - o County Commission: 75 or more dwelling units and/or 80,000 square feet or more of non-residential construction.

## Public Notification & Response:

This request has been noticed and advertised in accordance with the provisions of the *Leon County Code of Ordinances* (Attachment #11). The Planning Department mailed 276 notices to property owners within 1,000 feet of the subject property. To date, the Planning Department has received five undeliverable notices, several phone calls and fourteen written responses in objection to the proposed rezoning (Attachment #12). Citizens have expressed concern with a potential increase in crime, traffic, pollution, noise and a decrease in property values as a result of the proposed increase in density and intensity.

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Per the direction of the Board, as discussed above, these nodes were located at specific, primary intersections to allow for the creation of compact, mixed-use and multi-modal neighborhood centers within the Lake Protection category. Commercial, retail, and other similar neighborhood services are allowed in the nodes but not anywhere else in the Lake Protection area. These nodes are intended to serve the surrounding areas with office, retail, and employment opportunities in a manner that encourages walking, reduces the predominantly automobile-dependent land use pattern in areas designated LP, and encourage more compact development within the Urban Service Area.

On February 20, 2018, staff from the Tallahassee-Leon County Planning and Leon County Management Departments Development Support and Environmental Summerbrooke Homeowner Association (Summerbrooke HOA) Board of Directors' meeting. The homeowners and board members were provided with information on the 1665 Bannerman Road rezoning. Staff's presentation included a brief overview of the Lake Protection Node zoning district, when and why it was adopted by the Leon County Board of County Commissioners and where the Node applies as stated in the Tallahassee-Leon County Comprehensive Plan and illustrated in the LDC. An overview of the rezoning process was also provided. The homeowners in attendance and the Board members were largely concerned about site-plan related issues such as traffic concurrency, environmental analyses and storm water management. Staff explained the differences between the rezoning and site plan processes. There was also opposition to multi-family development on the subject site. It was expressed by the citizens that a multi-family development would not be compatible with the single-family development pattern in Summerbrooke.

Staff was invited back to the Summerbrooke Clubhouse for a meeting with area residents on March 30, 2018 which included representatives from the homeowner associations of nearby communities including Luna Plantation, McBride Hills, Killearn Lakes, and Golden Eagle. Representatives of the Summerbrooke HOA provided a handout of written materials which included excerpts from the Comprehensive Plan, along with traffic and school data, to review in the context of the proposed rezoning (Attachment #13). Staff provided information on procedural matters related to the rezoning and land development processes, explained efforts to steer growth within the Urban Services Area, discussed the application of the Bradfordville Sector Plan and Lake Jackson environmental standards, outlined the technical review requirements for site development plans, and responded to general questions and concerns from the group. Two employees of Leon County Schools also participated in the meeting to address issues related to school capacity. Overall, many of the concerns expressed by homeowners related to the site and development plan review stage, specifically the capacity of existing public infrastructure to support the maximum density allowed for in the proposed rezoning.

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## **Options:**

- 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 Lake Protection (LP) zoning district to the Lake Protection Node (LPN) zoning district (Attachment #1) for the approximately 30.9± acre portion (as depicted in Attachment #1, p.3) of the parcel identified as being eligible for the Bannerman and Bull Headley Road Node of the LP Future Land Use Map (FLUM) category and in Sec. 10-6.660, Exhibit D of the Leon County Development Code (Attachment #3, p. 14).
- 2. Conduct the first and only public hearing and do not adopt the proposed ordinance amending the Official Zoning Map to change the zoning classification from the Lake Protection (LP) zoning district to the Lake Protection Node (LPN) zoning district.
- 3. Board direction.

## **Recommendation:**

Option #1.

## Attachments:

- 1. Ordinance/Location Map
- 2. Zoning Map of Subject Property and Surrounding Area
- 3. Land Development Regulations
- 4. Leon County BOCC Agenda Item, January 29, 2013 Strategic Initiative
- 5. Leon County BOCC Workshop Item, November 19, 2013
- 6. Joint City-County Adoption Public Hearing Item, May 26, 2015 Lake Protection Amendment
- 7. Leon County BOCC Agenda Item, July 7, 2015 Land Development Code Amendment, Lake Protection Node
- 8. Comprehensive Plan Policies
- 9. Future Land Use Map of Subject Property and Surrounding Area
- 10. School Impact Analysis Form
- 11. Legal Ad
- 12. Citizen comments through March 29, 2018
- 13. Materials prepared by representatives of the Summerbrooke HOA for the March 30, 2018 meeting with staff.

## LEON COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE LP LAKE PROTECTION ZONING DISTRICT TO THE LPN LAKE PROTECTION NODE ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

**SECTION 1.** The Official Zoning Map as adopted in Leon County Ordinance No. 92-11

is hereby amended as it pertains to the following described real property:

### LRZ180001: From Lake Protection (LP) to Lake Protection Node (LPN)

Begin at the Northwest corner of the South Half of the Southeast Quarter of the Section 8, Township 2 North, Range 1 East, Leon County, Florida; said point lying on the Easterly boundary of Summerbrooke Phase 10, a subdivision as per map or plat thereof recorded in Plat Book 12, page 41A of the Public Records of Leon County, Florida thence run North 00 degrees 52 minutes 46 seconds West along said Easterly boundary 1,238.05 feet to an iron rod and cap (marked #7160) lying on the Southwesterly right-of-way boundary of Bannerman Road; thence run Southeasterly and Northeasterly along said right-of-way boundary the following (13) thirteen courses: South 73 degrees 56 minutes 11 seconds East 16.21 feet to an iron rod and cap (marked #7160); South 73 degrees 33 minutes 40 seconds East 48.28 feet to an iron rod and cap (marked #7160); South 76 degrees 01 minutes 50 seconds East 50.99 feet to an iron rod and cap (marked #7160); North 16 degrees 14 minutes 11 seconds East 5.00 feet to an iron rod and cap (marked #7160); South 71 degrees 29 minutes 49 seconds East 55.62 feet to an iron rod and cap (marked #7160); South 70 degrees 38 minutes 29 seconds East 42.04 feet to an iron rod and cap (marked #7160); South 70 degrees 35 minutes 37 seconds East 50.83 feet to an iron rod and cap (marked #7160); South 68 degrees 42 minutes 23 seconds East 48.92 feet to an iron rod and cap (marked #7160); South 67 degrees 34 minutes 30 seconds East 53.76 feet to an iron rod and cap (marked #7160); North 22 degrees 25 minutes 30 seconds East 5.11 feet to an iron rod and cap (marked #7160); South 65 degrees 23 minutes 36 seconds East 178.95 feet; to an iron rod and cap (marked #7160) South 60 degrees 42 minutes 42 seconds East 385.78 feet to an iron rod and cap (marked #7160); thence run South 60 degrees 05 minutes 03 seconds East 489.52 feet to an iron rod and cap (marked #7160); thence leaving said right-of-way boundary run South 722.71 feet to an iron rod and cap (marked #7160); thence run West 1,253.25 feet to an iron rod and cap (marked #7160)lying on the Easterly boundary of said Summerbrooke Phase 10; thence run North 00 degrees 52 minutes 46 seconds West along said easterly boundary 99.88 feet to the POINT OF BEGINNING containing 30.91 more or less.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended which provisions shall

prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with said Comprehensive Plan.

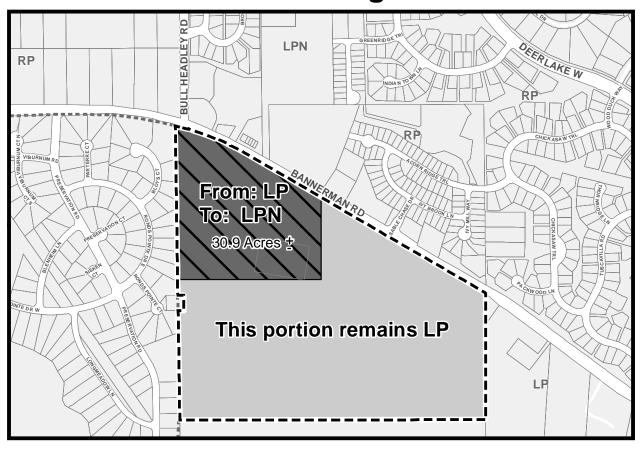
**SECTION 3.** If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4.** This Ordinance shall become effective as provided by law.

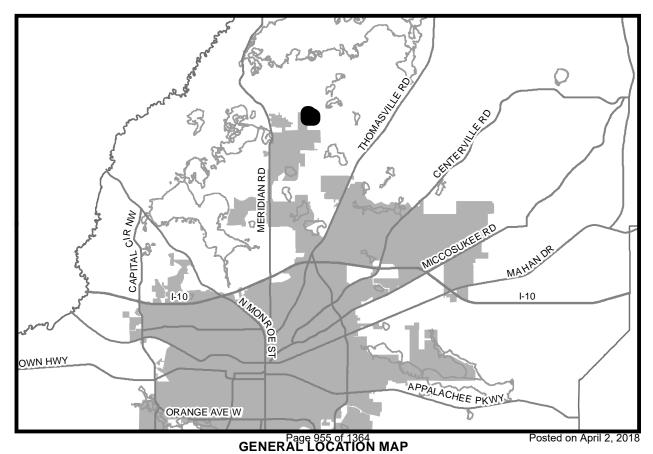
DULY PASSED AND ADOPTED by the	he Board of County Commissioners of
Leon County, Florida, on this day of	, 2018.
	LEON COUNTY, FLORIDA
	Nick Maddox, Chairman Board of County Commissioners
ATTEST: Gwen Marshall, Clerk of the Court and Comptroller, Leon County, Florida	
By:	
APPROVED AS TO FORM: Leon County Attorney's Office	
By: Herbert W. A. Thiele, Esq. County Attorney	

## Bannerman Road LPN Rezoning

LRZ180001

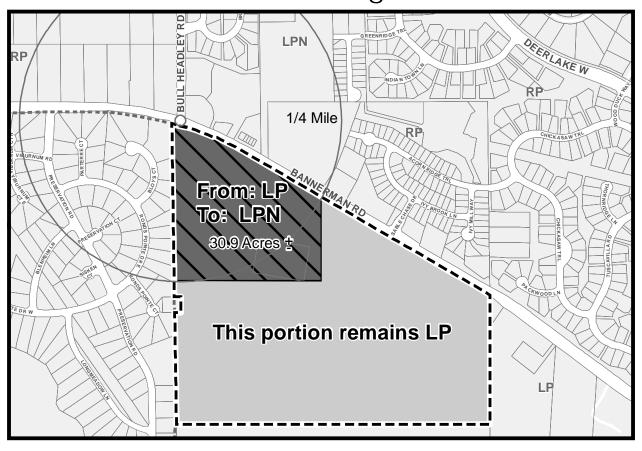


0 250 500 1,000 Feet

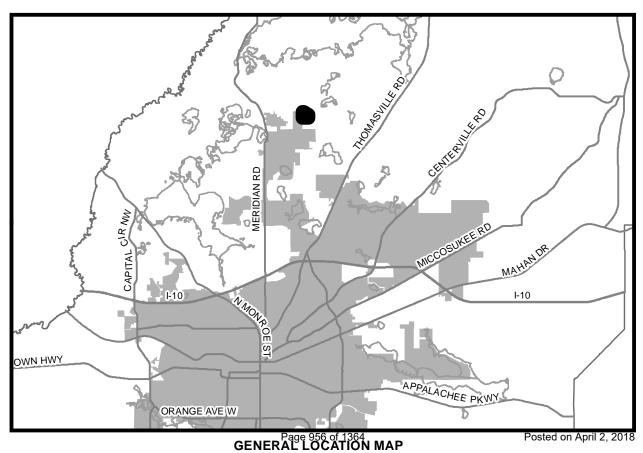


## Bannerman Road LPN Rezoning

LRZ180001



0 250 500 1,000 Feet



## Sec. 10-6.616 Lake Protection

1. District Intent		2. Allowable District Location									
Lake Jackson Basin in a manner that in	otection (LP) zoning district is to allow for the regulation and, where appropriate, limitation of development and redevelopment of land within the nproves water quality within the Lake. The bounds of the category include the Lake Jackson Basin and contributing watersheds and limited to the ed properties and areas south of Interstate 10 (I-10) have been excluded from the boundary.	The district may only be located within areas designated Lake Protection on the Future Land Use Map.									
dwelling units per gross acre, consister on 40 percent of the property, provide	gle-family residential development at one (1) dwelling unit per two (2) gross acres. A Clustered Subdivision option is available that allows two (2) of with environmental and infrastructure constraints. The Clustered Subdivision option allows an increased number of residential units if developed to central water and sewer are available and leaving the remaining 60 percent of the property as contiguous, undisturbed open space in perpetuity. ded to leave large areas of natural open space within the watershed and minimize pollution.										
Board of County Commissioners throu	ommunity services, light infrastructure and passive recreational facilities, including boat ramps, consistent with the applicable provisions of section 10-6.806, may be approved by the oard of County Commissioners through review by the existing Type "C" process. Approval by the Board of County Commissioners shall be based upon findings that the proposed use is onsistent with the purpose and intent stated herein and the proposed development will comply with the provisions of Section 10-4.323(b), as well as all current stormwater regulations.										
stormwater management standards s	mitted within the LP zoning district. However, lawfully established, nonresidential uses within this district that meet all current water quality and set forth in the Comprehensive Plan and the environmental regulations of the County will be considered permitted uses. These sites shall be ed in Section 10-6.660, Lake Protection Node, subject to additional limitations noted herein.										
Urban services are intended for this dis	strict. The density of permitted development may depend upon the availability of such services.										
	PERMITTED, PROHIBITED AND RESTRICTED USES										
3. Principal Uses	4. Prohibited Uses	5. Restricted Uses									
<ol> <li>Single-family detached dwellings.</li> <li>Community services in accordance with section 10-6.806 of these regulations.</li> <li>Passive recreational facilities and boat ramps.</li> <li>Light Infrastructure</li> </ol>	<ul> <li>(1) Commercial, retail, office, and industrial activities</li> <li>(2) Active Recreation, except for boat ramps</li> <li>(3) Golf Courses</li> <li>(4) Manufactured and/or Mobile Home Parks</li> <li>(5) High schools and post-secondary schools are prohibited</li> <li>(6) Heavy infrastructure</li> <li>(7) Campgrounds and recreational vehicle parks</li> <li>(8) Other uses which, in the opinion of the County Administrator or designee, are of a similar nature to those prohibited uses in this district.</li> </ul>	<ul> <li>(1) Single-family attached dwellings shall be allowed in a Clustered Subdivision.</li> <li>(2) Mobile Homes and Standard Design Manufactured Homes may be replaced or may be located within subdivisions platted explicitly for manufactured housing.</li> </ul>									

					DEVELOPMENT STANDARDS				
6. Minimum Lot or Site	Size			7. Minimu	m Building Setbacks	8. Maximum Building Restrictions			
Use Category a. Lot or Site Area b. Lot Width c. Lot Depth			a. Front	a. Front b. Side-Interior Lot c. Side-Corner Lot			a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)	
Conventional Residential									
Single-Family Detached Dwellings	2 acres	80 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	Not applicable	3 stories
Clustered Subdivision							•		
Single-Family Detached Dwellings	5,000 square feet	40 feet	100 feet	15 feet; 10 feet w/ alley- loaded garage	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	15 feet; 10 feet w/ alley- loaded garage	Not applicable	3 stories
Single-Family Attached Dwellings	ngle-Family Attached 3,750 square feet 37.5 feet end unit; 25 80 feet 15 feet; 10		Not applicable	15 feet	15 feet; 10 feet w/ alley- loaded garage	maximum length: 8 units	3 stories		
Existing Non-residential, Non	-conforming Uses								
Lawfully Established Non- Residential Use; refer to additional standards noted in subsection 10	N/A	60 feet	100 feet	25 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

#### 9. Clustered Subdivision.

1. Density and Layout.

The maximum gross density allowed for new residential development in the LP district is one (1) dwelling unit per two (2) gross acres. As an alternative to large-lot developments, a Clustered Subdivision shall be permitted within the Lake Protection zoning district. Clustered Subdivisions shall:

- (a) contain a minimum of 60% open space as a reserve area, comprised of such things as Special Development Zones, preservation and conservation features, undeveloped uplands, passive recreation areas, and stormwater facilities designed as a community amenity;
- (b) Be developed at a maximum density of two (2) dwelling units per gross acre;
- (c) Be served by central water and sewer systems
- 2. Reserve area.

The acreage of the reserve area shall comprise no less than 60 percent of the total parcel; shall be permanently preserved though the creation of a perpetual easement; shall be continuous and contiguous with other portions of the site; shall be contiguous with or proximal to existing or planned public or private greenspace to the greatest extent practicable, and shall be of sufficient size and buffered to ensure the protection of all critical on-site resources that are to be preserved and to accommodate authorized uses.

(a) All preservation areas, Special Development Zones, conservation areas, archaeological sites and view-shed areas within designated protection zones for canopy roads shall be incorporated into the reserve area even if total acreage exceeds the minimum requirement of 60 percent of the total parcel; other open space areas shall be incorporated into the reserve area to the greatest extent practicable.

#### 9. Clustered Subdivision (continued)

- (b) The reserve area shall adjoin any existing or planned adjacent areas of open space, or natural areas that would be potential sites for inclusion as part of a future area of protected open space as depicted in the Greenways Master Plan. In those instances where a Clustered Subdivision will be located adjacent to another existing or planned Clustered Subdivision, each Clustered Subdivision shall be designed so that reserve areas of each are adjacent.
- (c) Reserve area land shall be reserved permanently by easement for natural open space, passive recreation uses (e.g., greenbelts, trails, picnic areas or open fields), stormwater facilities, or other environmental conservation purposes.
- (d) Stormwater management facilities which are otherwise permissible are allowed in the reserve area provided that the facilities are located outside of preservation areas, canopy road protection zones, naturally forested areas, Special Development Zones, and meet either of the applicable following two standards:
  - 1. Wet retention ponds shall have side slopes of 6:1 or flatter with appropriate wetland tree and aquatic plants species that visually integrates the stormwater facility into the overall reserve area.
  - 2. All other retention ponds shall have side slopes of flatter than 4:1 or with appropriate tree and plant species that visually integrates the stormwater facility into the overall reserve area. All such facilities shall be designed as community amenities, with trails, observation decks, or platforms where appropriate,
- (e) All applicants for a Clustered Subdivision shall submit a management plan describing how the reserve area land will be maintained in perpetuity, including provision of a dedicated source of funds approved by the local government, to finance the timely and consistent execution of the plan.

#### 3. Development area.

The development area shall be the area not set aside as reserve area and shall comprise no more than 40% of the total parcel. The development area shall be located on the least environmentally sensitive or otherwise significant portions of the total Clustered Subdivision parcel; be contiguous to the greatest extent practicable; and allow maximum open space to be easily maintained in the reserve area. Design of the development area shall follow the procedural steps set forth below.

- (a) Delineate areas of the site to be reserved due to their significant features and value to the area's continued natural character in accordance with subsection 2 above;
- (b) Determine the number of allowable lots desired;
- (c) Locate potential development sites on the area of the tract not delineated as reserve area, with due consideration for topography, soil suitability for construction, and efficient service by public or central water and sewerage systems;
- (d) Align streets to serve residential sites, with due consideration for topography and connections to existing, planned or potential streets in adjacent areas, and align pedestrian trails if planned; and
- (e) Delineate boundaries of individual residential lots where lot sizes and shapes, block sizes and shapes, and street networks and alignments shall be designed in accordance with accepted planning practices to produce a rational and economical system without undue clearing or grading. The lot arrangement, design and orientation shall be such that all lots will provide satisfactory building sites that are properly related to topography and the character of surrounding development, encourage a range of housing types and sizes, and provide safe and convenient vehicular access to public streets.
- (f) Specific development and locational standards shall be subject to the minimum standards of the underlying land use category and base zoning district and shall be established at the time of development plan submittal.

#### 10. Existing Nonconforming Non-residential Uses.

Existing non-residential uses within the Lake Protection land use category that meet all water quality and stormwater standards for their respective use, as specified within the land development regulations, will be considered permitted uses.

### 11. Sidewalks.

Sidewalks shall be provided in the LP district consistent with the provisions of Sec. 10-7.529. For Clustered Subdivisions, all required sidewalks shall connect to existing and proposed sidewalks to the maximum extent possible. Multi-use trails designed for non-motorized vehicles and pedestrians are also encouraged in the LP district to promote connectivity and to reduce automobile dependency.

#### 12. Stormwater Management.

Refer to Sec. 10-4.301 for water quality treatment and volume control standards associated with development. Whenever possible, Low Impact Development (LID) techniques, as outlined in Section 10-4.308, such as rain gardens and bio-retention swales are encouraged to allow stormwater infiltration to occur as close to the source as possible. A decentralized stormwater management design which disperses stormwater facilities across the site rather than to a centralized treatment facility is encouraged.

#### **GENERAL NOTES:**

- 1. If central sanitary sewer is not available, residential lots shall contain a minimum of 0.50 acres of contiguous buildable area. Nonresidential development and community facilities are limited to a maximum of 900 gallons of wastewater flow per day. Refer to sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
- 2. Residential lots in Clustered Subdivisions less than 60 feet in width shall be alley-loaded.
- 3. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
- 4. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).

#### Sec. 10-6.660 Lake Protection Node

#### 1. District Intent

The Lake Protection Node (LPN) zoning district is intended to:

- 1. Accommodate compact mixed-use development at designated major intersections to provide retail, service and recreation opportunities to nearby residents;
- 2. Provide a development pattern that is transit supportive, based on a high degree of interconnected streets, and a compact layout of uses that addresses streets and sidewalks;
- 3. Create a development pattern that maximizes infrastructure and minimizes environmental impact by concentrating non-residential uses around major intersections:
- 4. Protect community health and safety by minimizing automobile dependency and reducing vehicle miles traveled through design supporting a variety of travel modes;
- 5. Create a community where travel by foot and bicycle is safe, convenient, and comfortable;
- 6. Minimize stormwater runoff by limiting surface area devoted to parking and requiring strict volume control stormwater facilities; and,
- 7. Facilitate compatibility with nearby neighborhoods through buffers, transitioning building mass and scale, and through careful site design.

The LPN District shall permit residential, non-residential, and mixed-use development (including, but not limited to, office and commercial uses) utilizing urban services. Non-residential development allowed within this district is limited to office, retail, services, and community facilities. The LPN district also allows certain community and recreational facilities related to residential uses. Urban services are intended for this district inside the urban service area. The density or intensity of permitted development may depend upon the availability of such services. Existing nonresidential uses within this district that meet all water quality and stormwater treatment standards set forth in the Comprehensive Plan and the environmental regulations of the County will be considered permitted, lawfully established conforming uses.

#### 2. Allowable District Location

- The district may only be located within areas designated Lake Protection on the Future Land Use Map; and,
- . The Lake Protection Node zoning district shall be permitted generally within ¼ mile of the center of the following intersections and as specifically illustrated in Exhibits A, B, C and D of this section:
  - (1) Highway 27 North and Sessions Road
  - (2) Highway 27 North and Fred George Road
  - (3) Highway 27 North and Capital Circle NW/Old Bainbridge Road
  - (4) Bannerman Road and Bull Headley Road, and
- . Within the areas described in (b), the location of the district may be further limited to facilitate compatibility with existing residential areas in the Lake Protection Future Land Use category or to minimize potential adverse environmental impacts on Lake Jackson and its tributaries and other environmental features; and,
- Shall be located in areas served by central sewer and central water.

#### PERMITTED. PROHIBITED. AND RESTRICTED USES 3. Principal Uses 4. Prohibited Uses 5. Restricted Uses 6. Accessory Uses Active and Passive Recreation Facilities (1) Campgrounds and recreational vehicle parks, except Small appliance repair. (1) Any use or structure on Automotive Retail, Service, and Repair, including where legally established and in existence prior to 01a. All repair activity shall occur within an enclosed structure; the same lot with, and Car Wash 01-2010 Pet Day Care. of a nature customarily Banks and Other Financial Institutions (2) Dry Cleaners a. Shall be an accessory use to a veterinary clinic or pet store. incidental (4) Community facilities related to the permitted (3) Gas stations, fuel/oil dealers and liquefied petroleum b. Outside boarding and unsupervised outside activity are subordinate to. the principal uses, including libraries, religious facilities, products prohibited. principal use or (4) Golf Courses police/fire stations, and elementary, middle, high, (3) Shared stormwater management facilities. structure, as and vocational schools. (5) Heavy Equipment Rental a. Shall be designed as an amenity determined by the (5) Daycare Centers (6) Manufactured Home Parks b. Safety fences shall be planted with vegetation equal to the fence County Administrator or Government Offices and Services (7) Motor vehicle tracks height at plant maturity. designee. (7) Live-Work Units c. Shall meet the requirements of Section 10-4.301 of the LDC. (8) Outdoor gun range (2) Light infrastructure (8) Lodging (9) Outdoor storage and/or utility services Medical and Dental Offices, Services, Laboratories, (10) Residential - Mobile Homes and Standard Design and facilities necessary Manufactured Homes to serve permitted uses, (10) Nursing Homes and Other Residential Care Facilities (11) Scrap Material storage or processing as determined by the (11) Office (12) Towing, wrecking, and recovery County Administrator or (12) Residential – Any Unit Type (13) Warehouses and Self-Storage designee. (13) Restaurants, without Drive-in Facilities (14) Welding and machine shops (14) Retail (15) Wholesale Trade (15)Studios for Photography, Music, Art, Dance, and (16) Other uses, which in the opinion of the County Voice Administrator or designee are of a similar and (16) Retail Commercial compatible nature to those uses described in this district.

	DEVELOPMENT STANDARDS											
	7. Density, Intensity and Building Restrictions				8. Lot or Site Area Restrictions			9. Building Setbacks				
Use Category	a. Allowable Densities (dwelling units/ acre)	b. Allowable Intensities (square feet/ acre)	c. Maximum Building Height	a. Minimum Lot Area	b. Lot Width	c. Minimum Lot Depth	a. Front	b. Side Interior	c. Side Corner	d. Rear		
	ı	I	I	SINGL	E USE DEVELOPI	MENT T	1	Min: 0 feet	1	Min:		
Single-Family Detached and Attached Residential	Min: 4 Max:8	None	35 feet	None	None	None	Min: 10 feet Max: 15 feet	Max: 10 feet  Adjoins existing single family subdivisions: 25 feet min.	Min: 10 feet Max: 15 feet	Adjoins existing single family subdivisions 40 feet min.		
Multi-Family Residential	Min: 4 Max:8	None	35 feet	None	None	None	Min: 5 feet Max: 15 feet	Min: 10 feet Max: 15 feet Adjoins RP Future Land Use Category: 40 feet min.	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins existing single family subdivisions: 40 feet min.		
Non-Residential and Community and Recreational Facilities	N/A	10,000 sf/ac Vertical mixture of uses may receive a bonus of 2,500 sf/ac for a total of 12,500 sf/ac	4 stories	N/A	N/A	N/A	Min: 5 feet Max: 15 feet	Min: Zero [abutting buildings] or 10 feet  Max: 15 feet  Adjoins existing single family subdivisions: 40 feet min.	Min: Zero Max: 15 feet	Min: 20 feet Adjoins existing single family subdivisions: 40 feet min.		

	MIXED-USE DEVELOPMENT											
Mixed-Use Development	Min: 4 Max:8	10,000 sf/ac Vertical mixture of uses may receive a bonus of 2,500 sf/ac for a total of 12,500 sf/ac	4 stories	N/A	N/A			Min: 5 feet Max: 15 feet	Min: Zero [abutting buildings]or 10 feet Max: 15 feet Adjoins existing single family subdivisions: 40 feet min.	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins existing single family subdivisions: 40 feet min.	
10. Building Size		•	•	•	•				•	•		
Use Category	a. Maximum Bu	ilding Size					b. N	Maximum buildii	ng floor area per stro	ucture		
Single-Family Detached and Attached Residential	N/A								N/A			
Multi-Family Residential	15,000 sq. ft.					N/A	A					
Non-Residential and Community and Recreational Facilities	Standard: 10,000 sq. ft. Standard: 14,000 sq. ft.											
Mixed-Use Development	Standard: 10,000	sq. ft.				Star	ndard: 30,000 sq.	ft.				

#### 11. Mixed Use Incentive qualifications.

Developments incorporating a vertical mixture of residential and non-residential uses within a single development application or those which retrofit an existing development to include a vertical mixture of residential and non-residential uses, qualify for additional density and intensity provided for mixed-use development, pursuant to the following criteria:

- a. At the completion of all development phases, no less than 20% of the gross floor area within the development is devoted to either residential use or non-residential use;
- b. The development consists of a mixture of uses within a single building or within multiple adjacent buildings, wherein the different uses are located no further than 200 feet apart; and,
- c. The development application must provide a common plan for the development of all included parcels, including shared infrastructure.

### 12. Access Management:

- a. Direct access to an arterial roadway or major collector shall be limited and provided via public right-of-way.
- b. There shall be no more than one public right-of-way connection to an arterial roadway and to each adjacent collector street per each nodal quadrant; until such time as a street system is created to provide access to all parcels adjoining the adjacent arterial roadway or the adjacent collector street, individual properties may obtain access, if needed, on a temporary basis.
- c. Applicants for development shall enter an agreement to cooperate in any future project to consolidate access points or to share access with abutting properties as opportunities arise.

#### 13. Blocks, Frontage, & Sidewalks.

Street design and layout shall support an interconnected street network and pattern of a scale conducive to pedestrian and bicycle use.

- a. **Block Length:** Long side: 600 feet maximum, except where divided by a mid-block pedestrian crossing or alley, in which case, maximum block length may be 850 feet. Short side: Distance may vary between 200 and 400 feet to accommodate environmental and physiographic limitations.
- b. Mid-block Pedestrian Crossings: A publicly accessible pedestrian crossing shall be provided for blocks with a length greater than 600 feet on one or more sides.
- c. Sidewalk width and placement: Frontage sidewalks shall be a minimum of eight feet in width. All other sidewalks shall be no less than five feet in width.
- d. **Pedestrian weather protection:** Where practical, non-residential and mixed-use buildings shall provide weather protection arcade, awning, etc. along the frontage sidewalk extending at least three feet.
- e. **Alternative Surface Material:** Use of distinctive paving texture, type, and color for transitions between neighborhoods and within pedestrian areas is encouraged. Interconnections between neighborhoods should also be distinguished through the use of vertical architectural elements, such as archways, gateways, or bollards.

#### 14. Street Trees.

All development or redevelopment shall incorporate street trees within the right-of-way, preferably between the back of curb and sidewalk.

- a. Street trees shall be planted between 20-30 feet on center, except when a greater distance may be required to avoid conflict with visibility, street lamps, utilities, or safety issues would be compromised with the required location.
- b. A minimum planting strip of six (6) feet shall be provided between the back of curb and sidewalk, except where on-street parking is provided and tree wells or planters are more appropriate.
- c. Tree selection and location shall be approved by the local utility provider and shall be no higher than 20 feet at maturity when located beneath power lines.

#### 15. Parking.

- a. **Location:** Parking shall not be located between the building façade and the right-of-way, and shall be located on-street, internal to the block, or to the rear of structures. Where site constraints necessitate, up to 25% of required parking may be permitted to the side of buildings.
- b. On-street parking: All streets created or expanded in association with development in this district shall be designed to accommodate on-street parking.
- c. **Quantity:** On-site parking shall be limited to a range of 40% to 70% of the general parking standard set forth in Section 10-7.545, Schedule 6-2. On-street parking, provided on adjacent rights-of-way within the LPN zoning district without crossing an arterial or collector street may be counted towards meeting the parking requirement. Shared parking may also count toward the requirement.
- d. Size: Individual off-street surface parking lots shall not exceed 0.75 acre.

#### 16. Building Position.

- a. **Orientation:** The principal building entryway shall be oriented to the street, other than an arterial roadway, and be designed to provide direct pedestrian access from that street. Where buildings are equidistant to two or more streets, the principal entryway may be located on either street. Buildings may be oriented toward the arterial roadway so long as there is a parallel street located between the arterial roadway and the building.
- b. **Encroachments:** Porches, balconies, patios, pedestrian weather protection features and other like architectural features may encroach into 50% of the front setbacks. Seating within the required yard setbacks shall be allowed. Encroachments permanent and temporary shall not result in a constrained pedestrian passageway of less than five feet in width.

#### a. Building Facade Length.

Non-residential and mixed-use building façades along any public street frontage shall not exceed 100 feet, unless vertical structural elements and functional entrance doors divide that façade no less than every 50 feet.

#### b. Transparency.

Adjacent to streets, sidewalks, and publicly accessible parking areas, non-residential and mixed-use buildings shall provide a minimum façade transparency of 50% at pedestrian level – between 2 and 8 feet above finished grade – and residential buildings shall provide a minimum façade transparency of 25% at pedestrian level.

#### c. Building materials.

- i. The following materials are prohibited: corrugated metal, standing seam, or v-crimp metal sheeting exterior walls or wall coverings.
- ii. The use of vinyl siding may not comprise more than 20% of any exterior wall plane.

#### d. Roof types:

- i. All roof types are allowed. The use of gable roofs, cross gable roofs, and dormers are encouraged for buildings of two stories or less.
- ii. Flat roofs shall provide horizontal articulation with a building cap at the top of the building base and/or incorporate the use of parapets.

#### 22. Buffering, fencing, and screening.

- a. **Buffer Zone Standards:** Buffering is not required between uses in the LPN zoning district. Where development abuts existing single-family subdivisions, the landscape buffer standards of Section 10-7.522 shall apply.
- b. Fencing: Chain link fencing visible from public right-of-way or property is prohibited, unless screened by vegetation that covers completely at plant maturity.
- c. **Screening of service connections and facilities:** Outdoor service areas loading docks, trash collection, outdoor storage, mechanical equipment shall be mitigated by the use of screening material consistent with the materials and design treatments of the primary facade of the primary building and/or evergreen landscape plant material.
  - i. Landscape plans shall provide sight lines for natural surveillance between 3 and 8 feet above grade.
  - ii. The service areas shall not be within 50 feet of any adjoining residential property.
  - iii. The service areas shall be screened with vegetation and fences/ masonry walls that are of sufficient height (min. 6') and opacity (min. 50%) to screen from nearby streets and residential areas. Fences or masonry walls shall be constructed with materials that are incorporated in the design of the principal building.
  - iv. Above-ground utility boxes visible from the street shall be screened with landscaping on at least two sides, thereby preserving access for the utility provider.
- d. **Off-street parking–Landscaping**: A minimum 10-feet wide landscaping strip shall line the perimeter of surface parking lots, and shall be landscaped with one canopy tree per 20 linear feet of frontage and a continuous row of shrubbery not to exceed three feet at maturity.
- e. Required Landscaping-Alternative Compliance Methods. Development is encouraged to utilize the site design alternatives set out in Section 10-4.346 and 10-4.350.

#### 23. Lighting:

- a. Intensity limits. Lighting levels at the property line as measured at 6 feet above ground level shall not exceed 0.5 foot-candles. The foot-candle average in on-site parking lots should not exceed 2.0 foot-candles. The recommended maximum uniformity ratio (average: minimum light level) is 4:1.
- b. Light fixture types and location:
  - i. "Shoebox" and "Cobrahead" lights are prohibited.
  - ii. All light fixtures shall be full cut-off type fixtures and direct light internal to the site.
  - iii. Individual light poles and wall mounted light fixtures shall be no taller than 20 feet above grade. Wall mounted light fixtures shall be placed no closer than every 25 feet along the façade. Lighted bollards are encouraged along pedestrian routes.

#### 24. Signage.

All signs shall comply with the County sign code and requirements set out in this section; where conflicts occur, the most restrictive standard applies.

- a. Prohibited Signs: Roof signs, billboard signs, pole signs, signs that rotate or are in motion, including animated signs, are not allowed in this district.
- b. One free-standing monument ground sign of no greater than 80 square feet display area per side, with no more than two sides, may be provided for each tenant. Properties shall be entitled to one ground sign per 500 feet of frontage.
- c. Maximum height of monument signs shall not exceed six feet above grade for single tenant structures and shall not exceed 15 feet above grade for multiple tenant structures.
- d. Monument ground signs shall incorporate the same exterior materials as the principal structure, and should utilize exterior finish of metal, wood, or masonry materials.
- e. Two on-site directional signs, not to exceed 4 square feet each, shall be allowed per tenant. Such signs are intended for navigational purposes and shall be free of logos, advertisements, badges, or slogans.
- f. Sign Illumination:
  - i. Prohibited lighting: Flashing, rotating, pulsing, search, laser, or lights moving in any manner.
  - ii. Ground sign lighting: Ground signs are encouraged to be illuminated with an opaque field and letters of a lighter tone to control glare.
  - iii. Wall sign lighting: Wall mounted signs shall be internally illuminated or externally illuminated with full cut off-type light fixtures directed downward.

#### 25. Stormwater Management Facilities.

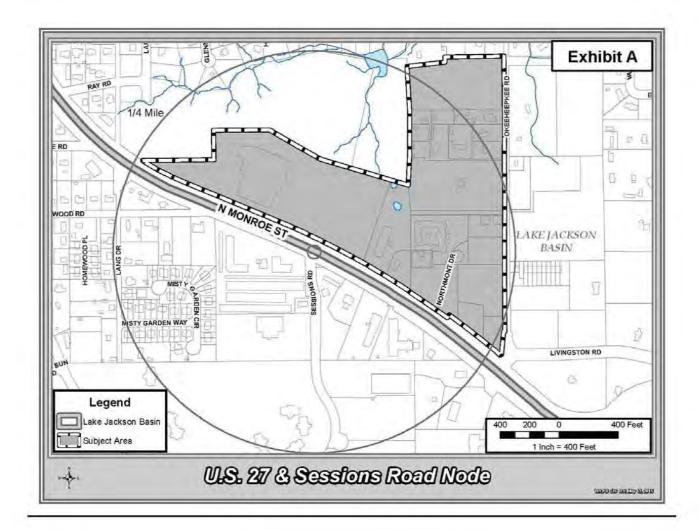
- a. Refer to Sec. 10-4.301 for water quality treatment and volume control standards associated with development.
- b. Whenever possible, Low Impact Development (LID) techniques such as rain gardens and bio-retention swales are encouraged to allow stormwater infiltration to occur as close to the source as possible. A decentralized stormwater management design which disperses stormwater facilities across the site rather than to a centralized treatment facility is encouraged.
- c. Landscape vegetation shall be incorporated around the perimeter of the stormwater facility, which at maturity will visually conceal required fencing.
- d. Landscape plants should be native. A minimum of four different species of trees and shrubs shall be utilized. Stormwater management facilities shall incorporate appropriate tree and plant species that take into account the soil, hydrologic, and other site and facility conditions. Existing vegetation should be incorporated into the facility design where possible.
- e. Existing non-residential uses within the Lake Protection land use category that meet all water quality and stormwater management standards for their respective use, as specified within the land development regulations, will be considered permitted uses.

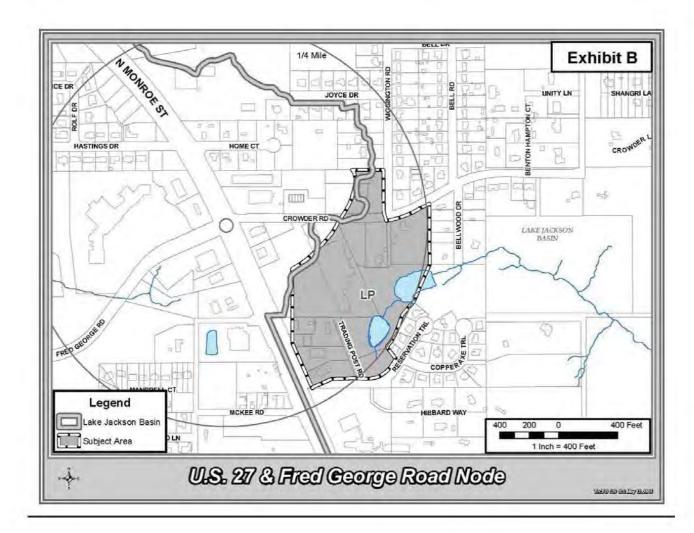
#### 26. Sidewalks.

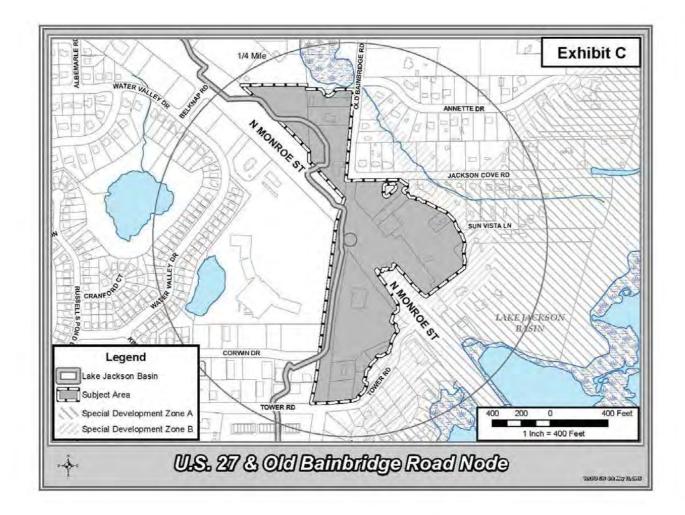
Sidewalks shall be provided in the LPN district consistent with the provisions of Sec. 10-7.529. For clustered subdivision, all required sidewalks shall connect to existing and proposed sidewalks to the maximum extent possible. Multi-use trails designed for non-motorized vehicles and pedestrians are also encouraged in the LPN district to promote connectivity and to reduce automobile dependency.

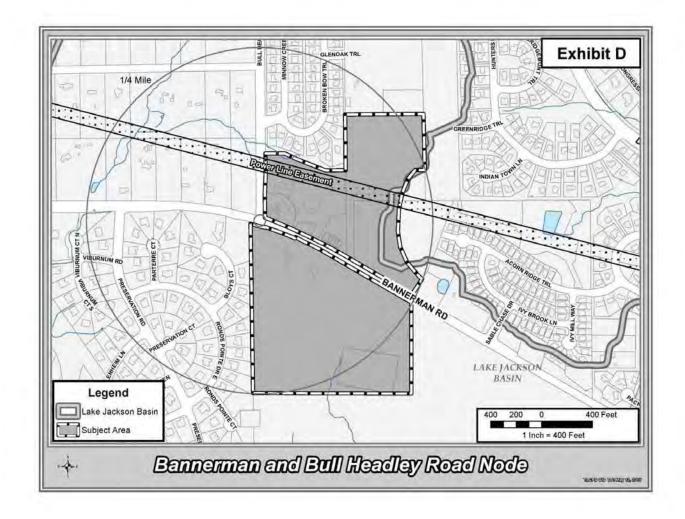
#### **GENERAL NOTES:**

- 1. Central sanitary sewer and water are required within LPN.
- 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
- 3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).
- 4. Development standards. All proposed development shall meet the buffer zone standards (section 10-7.522), and the parking and loading requirements (Subdivision 3 of Division 5 of Article VII).









# **Leon County Board of County Commissioners**

## Cover Sheet for Agenda #27

**January 29, 2013** 

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

From: Vincent S. Long, County Administrator

**Title:** Ratification of Board Actions Taken at the December 10, 2012 Annual Retreat

and Approval of Revised Strategic Plan, FY 2012 and FY 2013

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

## **Fiscal Impact:**

While this item has no fiscal impact, certain proposed Strategic Initiatives may have future financial impacts. The pursuit of such Strategic Initiatives' costs would be considered by the Board in the future. Inclusion of a Strategic Initiative within the Board's Strategic Plan does not commit the Board to future funding.

## **Staff Recommendation:**

Option #1: Ratify actions taken by the Board at the December 10, 2012 Annual Retreat and

approve the revised Strategic Plan for FY 2012 and FY2013.

Title: Ratification of Board Actions Taken at the December 10, 2012 Annual Retreat and Approval of Revised Strategic Plan, FY 2012 and FY 2013 January 29, 2013

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## **Report and Discussion**

## **Background:**

During the FY2011 annual retreat, the Board initiated a two year strategic planning process, which included the Board's identification of the following:

- Vision Statement for the Leon County Community; and
- Four Strategic Priorities, which focused upon the Economy, Environment, Quality of Life and Governance.

The Board formally approved its four Strategic Priorities during its December 13, 2011 Board meeting and those priorities determined the entire direction of Leon County government this last year.

Then, on February 28, 2012, the Board approved 84 Strategic Initiatives, which put those Strategic Priorities into action. In large part, work on those Strategic Priorities will be completed during the two-year planning window.

These actions culminated in the Board's February 28, 2012 approval of its FY 2012 and FY 2013 Strategic Plan.

On October 9, 2012, the Board established the agenda for its December 10, 2012 Board Retreat. The first part of the retreat built upon actions taken by the Board during its December 2011 retreat. As the Board was in the second year of its two-year Strategic Plan, the 2012 retreat provided the Board with an opportunity to review the status of its Strategic Priorities and to update its Strategic Plan.

## **Analysis:**

The 2012 Board retreat was themed "Steering the Course for Leon County's Future" which built upon the prior year efforts which initially charted the course for the County. Throughout the day, the Board engaged in a highly collaborative process to provide policy guidance for the County. Through the Board's efforts, clear direction has been provided to staff through the modified Strategic Priorities and new/modified Strategic Initiatives. This allows staff to proceed with aligning the Board's priorities/initiatives with the optimized resources of the organization. As reflected on a number of other agenda items on the January 29 agenda, staff has already begun to implement some of the new initiatives, as well as, continue to implement previously adopted ones. The background section of these agenda items will reflect both the strategic initiative(s) and strategic priority(s) being addressed. Additionally, staff will provided two updates on the status of the strategic plan, once during the budget process and at the annual retreat.

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During the course of the retreat, the Board also engaged in a meaningful discussion facilitated by John Streitmatter, Principal with Leadership Research Institute. The strategic plan has provided the framework for the County to align the Board's vision and priorities with the optimized resources of the organization. However, even this framework cannot, nor should it, address all the possible issues confronting our community. Issues that do not, and will not, appear in framework – or perhaps in any – written Strategic Plan may arise that could either hinder or assist Leon County's advancement towards that Vision. The facilitated discussion engaged the Board and identified opportunities to enhance the leadership capacity of the Commission in how the Board works together; how the Board works with community partners; how the Board engages with citizens; and how the Board works and engages with staff. Through this effort, the Board is now better positioned to deal with issues that cannot be planned for.

At the retreat, the Commissioners reviewed each of the three components of the FY 2012 and FY 2013 Leon County Strategic Plan, and Commissioners proposed amendments to each component. The following reflects staff's attempt to capture the intent of Commissioners' suggested revisions. Additionally, the proposed revised Strategic Plan is provided, with changes identified in strike through underline format (Attachment #1), and in final format (Attachment #2).

<u>Vision Statement</u>: The most over-arching component of the Strategic Plan is the Board's long-term vision of the Leon County community, which identifies what the future of Leon County should be, in an ideal state. During the retreat, the Commissioners discussed minor revisions to the Vision Statement; however, no formal vote was taken. The proposed, revised Vision Statement follows, in strike through, underline format.

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

#### **Strategic Priorities:**

Strategic Priorities are actionable, high-level areas of focus, which the Board contemplates will move the County forward, in the long-term, to realize the Board's Vision for the Leon County community. Each of the four Strategic Priorities, Economy, Environment, Quality of Life, and Governance is identified with:

- A Title (which is a general area of focus),
- A General Statement (which is a general strategy statement, and speaks to the overall mission of the organization with respect to this general area of focus), and
- **Directional Statements** (to provide focus and additional specificity for each area).

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During the retreat, the Commissioners considered whether or not to amend the Board's Strategic Priorities, and identified minor revision. Again, no formal vote was taken during the retreat. The following reflects the revisions Commissioners discussed, in strike through, underline format.

#### **Strategic Priority - Economy -**

#### Added/New:

(EC7) - <u>Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities.</u>

#### **Strategic Priority - Environment -**

#### Revised:

(EN1) - Protect our water supply, conserve environmentally sensitive lands, and safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution, including: adoption of minimum Countywide environmental standards.

#### **Strategic Priority - Quality of Life -**

#### Revised:

- (Q1) Maintain and enhance our educational and recreational offerings associated with our library, parks and greenway system for our families, visitors and residents.
- (Q3) Maintain and further develop programs and partnerships necessary to support a and promote a healthy healthier community, including: access to health care and community-based human services.
- (Q4) Enhance and support amenities that provide social offerings for residents and visitors of all ages, including: completing the enhancements to and the programming of the Cascades Park amphitheater.

#### Added/New:

- (Q8) Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning.
- (Q9) Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods.

#### <u>Strategic Priority - Governance – </u>

#### Revised:

(G1) - Sustain a culture of transparency, accessibility, accountability, <u>civility</u>, and the highest standards of public service.

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#### **Strategic Initiatives:**

Strategic Initiatives put the Board's Strategic Priorities in action. There was limited discussion among Commissioners regard revisions to the Strategic Initiatives that individual Commissioners identified, and no formal vote was taken during the retreat. Staff attempted to capture Commissioners' intent, as represented in the following revisions in strike through, underline format. Staff seeks the Boards review, as well as further modifications, additions or deletions. One Commissioner proposed removing those Strategic Initiatives that have been completed; however, as this is a two-year plan, staff recommends leaving all approved Strategic Initiatives in the Strategic Plan. At the end of the two-year period, those that have been completed would not be carried over into the new Strategic Plan.

#### **Strategic Initiatives – Economy**

#### Revised:

- (E2) Identify revisions to future land uses, which will eliminate hindrances or expand opportunities to promote and support economic activity
- (EC5) Hold "Operation Thank You!" celebration <u>annually</u> for veterans and service members

#### Added/New:

(EC1, G3, G5) - Develop a proposed economic development component for the Sales Tax extension being considered

(EC7) - Extend the term of Leon County's Local Preference Ordinance (2013)

#### **Strategic Initiatives - Environment**

#### Revised:

(EN4) - Further develop clean - green fleet initiatives, including compressed natural gas

(EN4) – Explore <del>bio gas generation and other</del> renewable energy opportunities at Solid Waste Management Facility

#### Added/New:

- (EN1, EN2, G2) Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (2013)
- (EN1, EN2, G2) Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)
- (EN1) Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County (2013)
- (EN3, Q5, EC6) Expand the community gardens program (2013)

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(EN4) - Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (2013)

Delete:

Evaluate and construct glass aggregate concrete sidewalk

#### **Strategic Initiatives - Quality of Life**

#### Revised:

(Q1, EC1) - Develop Apalachee Facility master plan to accommodate year-round events

#### Added/New:

- (Q1, EC1) In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields
- (Q2) Successfully open the Public Safety Complex
- (Q3) Implement procedures for residents to take full advantage of the NACO Dental Card program
- (Q3) Consider establishing a Domestic Partnership Registry
- (Q6, Q7) Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding
- (Q1, Q5, EC1, EC4) Expand, connect and promote "Trailahassee" and the regional trail system
- (Q7,EC1) Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters
- (Q4) Seek community involvement with the VIVA FLORIDA 500 Time Capsule

#### <u>Strategic Initiatives – Governance</u>

#### Added/New:

(G5) Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (2013)

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- (G5) Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (2013)
- (G5) Periodically convene community leadership meetings to discuss opportunities for improvement (2013)
- (G3) Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (2013)
- (G1, G3) Expand opportunities for increased media and citizen outreach to promote Leon County (2013)
- (G5) Identify opportunities whereby vacant, unutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens (2013)
- (G5) Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (2013)
- (G1) Pursue expansion for whistleblower notification (2013)
- (G5) Consider approval of the local option to increase the Senior Homestead Exemption for qualified seniors (2013)
- (G2) Pursue Sister County relationships with Prince George's County, Maryland and Montgomery County, Maryland (2013)

#### **Options:**

- 1. Ratify actions taken by the Board at the December 10, 2012 Annual Retreat and approve the revised Strategic Plan for FY 2012 and FY2013.
- 2. Do not ratify actions taken by the Board at the December 10, 2012 Annual Retreat and do not approve the revised Strategic Plan for FY 2012 and FY2013.
- 3. Board direction.

#### **Recommendation:**

Option #1.

#### Attachments:

- 1. Proposed revised Strategic Plan, with changes identified in strike through underline format
- 2. Proposed revised Strategic Plan in final format

## WORKSHOP

# Workshop on Proposed Solutions to Promote Sustainable Growth Inside the Lake Protection Zone

Tuesday, November 19, 2013 1:00 – 2:30 p.m.

**Leon County Board of County Commissioners' Chambers Leon County Courthouse, 5<sup>th</sup> Floor** 

This document distributed November 12, 2013

## **Leon County Board of County Commissioners**

**Notes for Workshop** 

## **Leon County Board of County Commissioners**

### **Workshop Cover Sheet**

**November 19, 2013** 

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop on Proposed Solutions to Promote Sustainable Growth Inside the

Lake Protection Zone

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Public Works and Community Development Wayne Tedder, Planning, Land Management and Community Enhancement (PLACE)
Lead Staff/ Project Team:	Cherie Bryant, Interim Planning Manager Brian Wiebler, Principal Planner Stephen Hodges, Senior Planner

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option #1: Accept the following staff recommendations and recommended implementation phases.

- A. Direct staff to develop and bring back a new Lake Protection Node zoning district for the Lake Protection land use category that allows non-residential uses and higher density housing while requiring the Lake Protection stormwater standards.
- B. Direct staff to develop and bring back land development regulation changes requiring site design standards for the new Lake Protection Node zoning district.
- C. Direct staff to identify non-conforming land uses in Lake Protection that cannot be addressed by the new Lake Protection Node zoning district and bring back a plan to address them.
- D. Direct staff to coordinate with the City and bring back a potential common cluster development option for both the incorporated and unincorporated areas within Lake Protection that also incentivizes use of the cluster option.
- E. Direct staff to initiate a comprehensive plan text amendment and Land Development Regulation changes to remove the half-acre restriction in the unincorporated area when sewer is available.
- F. Direct staff to review the existing exemption for sidewalks in Lake Protection and bring back draft land development regulation changes with increased requirements for developments that have the potential for walkability.
- G. Continue implementation of the sense of place planning projects at the Lake Jackson Town Center and the Market District.
- H. Direct staff to initiate a comprehensive plan map amendment to reflect the Overstreet addition to Maclay Gardens as Recreation/Open Space.
- I. Maintain the existing Urban Service Area boundary line to promote infill and nodal development.
- J. Continue to seek funding for the Tallahassee Leon County Greenways Master Plan.
- K. Direct County staff to continue to implement the current two-track permitting system to expedite review and provide reductions in the level of review for projects that implement Smart Growth principles.
- L. Direct staff to include community and stakeholder collaboration in the development of policy changes related to recommendations in this report.

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#### **Report and Discussion**

#### **Background:**

This item is essential to the following FY 2012 & FY 2013 Strategic Initiative that the Board approved at the January 29, 2013 meeting:

■ Implement strategies that protect the environment and promote orderly growth, including: Develop solutions to promote sustainable growth inside the Lake Protection Zone. (2013)

This particular Strategic Initiative aligns with the Board's Strategic Priorities – Environment and Governance:

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution (EN1).
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns (EN2).
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value (G2).

Staff from the Planning Department, Development Support and Environmental Management, and Public Works developed several concepts intended to implement this Initiative. These concepts are explored further in the Analysis section.

#### **Analysis:**

This analysis is divided into the following six sections:

- 1. What is Sustainable Growth?
- 2. What is the Lake Protection Zone?
- 3. Current Residential Density and Uses in Lake Protection
- 4. Impervious Area as a Predictor of Stream Health
- 5. Lake Jackson Special Development Zones
- 6. Staff Recommendations and Implementation Phases

A review of sustainable growth concepts is provided, together with recommendations for incremental policy changes to help align Lake Protection policies. Attachment #1 provides information on the history of the Lake Jackson Basin and institutional responses to the environmental impacts to this significant natural resource.

An important point to consider throughout this analysis is that the current Lake Protection standards restrict development to large lot, residential uses only. However, these standards are not consistent with the Comprehensive Plan directives for the Urban Services Area. Staff will explain this issue further in Section 4 of this Analysis.

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#### 1. What is Sustainable Growth?

The 1987 World Commission on Environment and Development established the most often used definition of sustainable development: "development that meets the needs of the present without compromising the ability of future generations to meet their own needs." While this definition is widely utilized, it is challenging to directly apply to policy decisions. As such, the definition has been the subject of many efforts to develop implementing principles.

Staff selected "Smart Growth" as the body of work and implementing principles to provide a framework for this analysis. The Smart Growth principles were established by the Smart Growth Network in 1996 and were the subject of four publications developed cooperatively with the International City/County Management Association. The Smart Growth Network has a broad partnership base including the National Association of Counties, ICLEI-Local Governments for Sustainability, Institute of Transportation Engineers, American Planning Association, Florida Department of Health, and the National Association of Realtors. Both Leon County and the City of Tallahassee are members of ICLEI.

The Smart Growth principles were selected for this analysis based on the quality of the information available, specific focus on local government, broad support, and consistency with existing Comprehensive Plan and Board direction. Attachment #2 provides information on why communities select Smart Growth (adapted from "This is Smart Growth," published by ICMA and EPA in 2006).

The ten Smart Growth principles identified by the Smart Growth Network include:

- 1. Mix land uses
- 2. Take advantage of compact building design
- 3. Create a range of housing opportunities and choices
- 4. Create walkable neighborhoods
- 5. Foster distinctive, attractive communities with a strong sense of place
- 6. Preserve open space, farmland, natural beauty, and critical environmental areas
- 7. Strengthen and direct development towards existing communities
- 8. Provide a variety of transportation choices
- 9. Make development decisions predictable, fair, and cost effective
- 10. Encourage community and stakeholder collaboration in development decisions

These principles, staff analysis, and the policy examples provided in "Getting to Smart Growth: 100 Policies for Implementation" and "Getting to Smart Growth II: 100 More Policies for Implementation" have been used to provide a response to Board direction to promote sustainable development in Lake Protection.

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#### 2. What is the Lake Protection Zone?

In this report, two different areas are used to discuss Lake Jackson. First is the Lake Protection Future Land Use Map category, as mapped and defined in the Tallahassee-Leon County Comprehensive Plan. The Lake Protection category is approximately 10,000 acres in size and was established as "a protection category that is specific to the well documented scientific concerns regarding the degradation and continuing pollution of Lake Jackson" (Policy 2.2.18 [L]). The second area utilized to discuss Lake Jackson is the approximately 27,000 acre full drainage basin for Lake Jackson. The full drainage basin is used to discuss items such as total impervious area draining to Lake Jackson and the Lake Protection Future Land Use Map category is used to discuss policy recommendations.

The following map provides a visual display of how the smaller Lake Protection category fits inside the larger Lake Jackson drainage basin. The Lake Protection category excludes the more intensely developed areas south of Interstate-10, predominantly inside the City Limits. The category also excludes a large section of the northwest portion of the drainage basin that is outside the Urban Service Area and not currently intended to be scheduled for urban activity.

Lake Jackson and Wetlands

Lake Jackson Lake Jackson Lake Protection FLUM Urban Service Area City Lumits

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Map of Lake Protection Category and Lake Jackson Drainage Basin

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#### 3. Current Residential Density and Uses in Lake Protection

The allowable residential density within Lake Protection is intended to limit development within the drainage basin to large-lot residential zoning. At the time, this was considered the best way to protect water bodies from the impacts of development, especially in more rural areas. However, such low-density residential areas are typically automobile-dependent, which requires impervious surface areas such as roads, driveways, and parking areas that generate higher percapita environmental impacts. Additional impervious areas can be created by the construction of large houses and large fertilized lawns, which can create additional stormwater runoff.

The existing land use pattern within the area designated Lake Protection in the Comprehensive Plan is dominated (in order of acreage) by residential, open space, and vacant lands (Table 1). Only 1.5 percent of Lake Protection is developed with office, retail, and multi-family.

Lake Protection Existing Land Use Data

2012 Existing Land Use	Count	Acreage	Percent
Single Family Detached/Mobile Home	5400	4442.1	42.6%
Open Space Recreation/Parks*	32	2076.0	19.9%
Vacant	665	1716.9	16.5%
Large lot w/ residence**	28	933.6	8.9%
Open Space Common Areas	60	505.7	4.8%
Open Space Resource Protection	75	197.2	1.9%
School*	2	118.4	1.1%
Transportation/Communications/Utilities	24	100.3	1.0%
Religious/Non-profit	23	78.9	0.8%
Office	82	56.0	0.5%
Retail	28	55.5	0.5%
Multi-Family	17	53.2	0.5%
Single Family Attached	281	35.8	0.3%
Two-Family Dwelling	52	21.6	0.2%
Government Operation*	3	13.4	0.1%
Warehouse	12	11.7	0.1%
Open Space Undesignated	8	9.5	0.1%
Motel/Hospital/Clinic	4	6.5	0.1%
TOTAL	6796	10432	100.0%
Water surface in LP area†	44	3197.5	NA

<sup>\*</sup> Also includes acreage in GO, EF, OS categories inside basin area.

<sup>\*\*</sup> Separate from Vacant.

<sup>†</sup> Includes portion of Lake Jackson inside LP; also Lake Hall, Lake Overstreet, Little Lake Jackson, Pints Pond, Spring Pond.

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Based on the existing land use data, it is clear that Policy 2.2.18[L] has met its intention of creating a low-density, large-lot suburban residential pattern for most the developed areas in the Lake Protection category. However, approximately 25 percent of the Lake Protection area is currently either vacant or has potential for redevelopment at a higher density.

The Lake Protection policy allows for one residential unit per two acres. The existing net residential density (residential units / residential acres) is slightly more than one residential unit per one acre. This higher density (twice the allowed amount) is the result of smaller lot development that occurred prior to adoption of the Lake Protection policy.

In contrast, the Comprehensive Plan calls for an Urban Service Area average of no less than two residential units per one acre, which is four times the allowed density in Lake Protection. However, the current Lake Protection policy does not support the larger goal of more compact development in the Urban Service Area. While it may not be feasible to increase the density throughout the Lake Protection category without impacting Lake Jackson, targeted areas based on the Smart Growth principles would help in supporting the larger goals for a compact community that preserves green space and rural lands further from the urban core.

Given that all of the Lake Protection designated lands are within the Urban Services Area, it is logical to consider targeted areas for higher density residential and the inclusion of office and commercial uses. Nevertheless, in order to prevent further degradation of Lake Jackson, increases in impervious surface within the intensely developed sub-basins must be limited or mitigated, while the less intensely developed sub-basins could be monitored to ensure net impervious is essential for establishing a healthy system. Mitigation measures may include offsetting water quality improvements from existing impervious areas, new or strict enforcement of existing development requirements that may require additional buffers, additional or alternative treatment of stormwater and wastewater to reduce nutrients, or other measures; such as, retrofitting of existing areas and redevelopment incentives that focus on stormwater quality treatment.

In sum, the existing homogenous, large-lot development patterns within Lake Protection tend to be automobile- dependent, consume significant quantities of land, and require significant impervious areas on a per-capita basis. Additionally, the constraint upon non-residential uses in Lake Protection, that market forces would tend to foster at nodes consisting of major intersections, forces this development to areas farther away and reachable only by automobile.

Given these issues, it is rational to consider new methods to allow for a more sustainable development pattern in this area that also protects the water quality of Lake Jackson. Targeting areas, based on Smart Growth principles, are intended to help support larger goals for a compact community that preserves green space and rural lands further from the urban core.

#### 4. Impervious Area as a Predictor of Stream Health

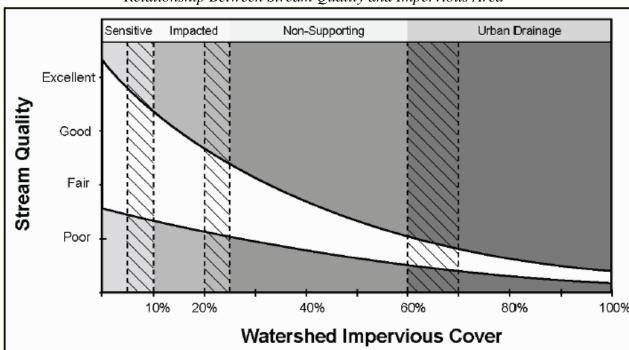
Impervious areas are structures such as pavements and buildings that do not allow rainwater to pass through into the ground. Impervious areas increase the speed and amount of stormwater runoff resulting in impacts to streams. There is a body of research that has established a relationship between the amount of impervious area in a watershed and the receiving stream quality.

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While stream quality may vary based on other factors, such as forest cover, agriculture and road density, there is general agreement that watersheds with impervious areas from 10% to 20% will show clear signs of declining stream health. Staff will continue to utilize this information to help guide recommendations on the scale of any development regulation changes based on Smart Growth principles.

The following chart from the June 2013 U.S. Environmental Protection Agency report "Our Built and Natural Environments: A Technical Review of the Interactions Among Land Use, Transportation, and Environmental Quality" depicts the relationship between stream quality and watershed impervious area.



Relationship Between Stream Quality and Impervious Area

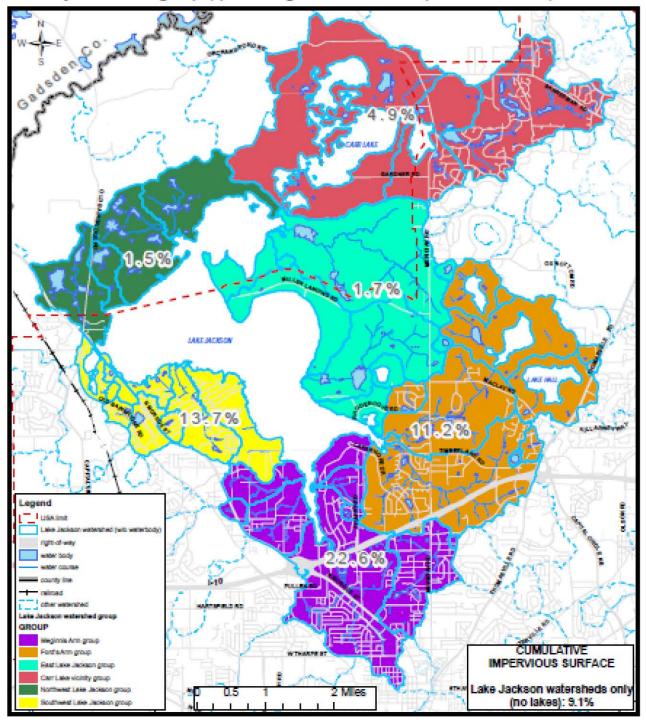
The white cone represents the variability in the response of streams to different levels of impervious area (higher variability in watersheds with a small percentage of impervious area). As the percentage of impervious cover in a watershed increases, stream quality declines. The hatched areas indicate that the transition point between stream quality classes is not a precise percentage or break point (originally published in 2009 by Schueler, Fraley-McNeal, and Cappiella, American Society of Civil Engineers).

The following map provides the percent impervious area in six sub-regions on the Lake Jackson drainage basin. The impervious area in these sub-regions ranges from 1.5% to 22.6%, with the full Lake Jackson basin containing 9.1% impervious area. The higher percentages of impervious area occur south of Interstate-10 in the areas excluded from the Lake Protection category. The lowest impervious areas occur in the northern portions of the basin that are outside of the Urban Service Area.

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## Impervious surface in Lake Jackson drainage basin by watershed groups, percentage covered with impervious surface, 2012



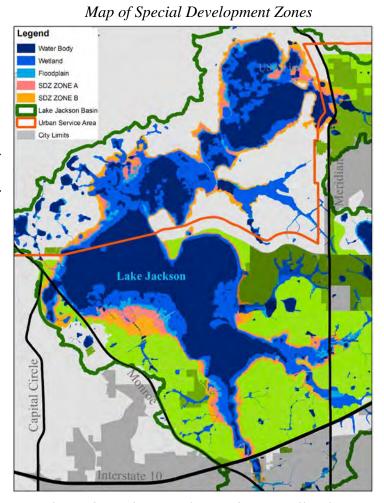
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#### 5. Lake Jackson Special Development Zones

Special Development Zones are buffer areas beyond the wetlands and floodplains that surround Lake Jackson. The Zones are established by Policy 2.2.12 [C] of the Comprehensive Plan to help protect water quality by controlling the amount of land that may be disturbed. The following map demonstrates the relationship between the lake, wetlands, floodplain, and Special Development Zones. Zone A includes all lands below 100 feet in elevation (National Geodetic Vertical Datum) and allows for disturbance of up to 5% or 4,000 square feet of a property. Zone B includes all lands between 100 and 110 feet in elevation and requires that 50% of a site must be left natural.

In 2009, the Board approved a Comprehensive Plan amendment to protect legal development that occurred in these areas prior to establishment of the Special Development Zones. The new policy allows for repair, maintenance, remodeling, or reconstruction of structures within their existing footprint and a 20% expansion of government owned public facilities. The 20% expansion provision allowed for a needed expansion at Canopy Oaks School. During the amendment process, staff also recommended inclusion of an 800-square-foot expansion provision for private development specified that met eligibility criteria and followed expansion standards to protect the environment. The State Land Planning the Agency (then Department of Community Affairs, now the Department of Economic Opportunity) objected to the 800 square-foot expansion portion of the



amendment. On October 13, 2009, the Board unanimously passed a motion to strike the 800 square-foot expansion provision, but to move forward with the original intent of the amendment dealing specifically with Canopy Oaks School.

As the Board previously provided direction to strike the 800 square-foot expansion provision, staff is not making a recommendation to re-initiate this project. However, the information has been provided for background information on previous policy direction and the project could be re-initiated if the Board wishes to provide such direction.

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#### 6. Staff Recommendations and Implementation Phases

The following twelve recommendations (A through L) have been developed by staff to express, and be consistent with, one or more Smart Growth principles. In the description of each concept, staff has provided information on their potential implementation, and listed the Smart Growth principles furthered by the recommendation. Information on potential phasing of the recommendations is included at the end of the section.

Recommendation A: Direct staff to develop and bring back a new Lake Protection Node zoning district for the Lake Protection land use category that allows non-residential uses and higher density housing while requiring the Lake Protection stormwater standards.

This recommendation is based on the Smart Growth principle of allowing mixed land uses to create more vibrant, diverse, and walkable communities. The provision of active living opportunities, where residents and visitors can easily and regularly walk or bicycle to everyday destinations, supports healthy movement and could lower health care costs. Local areas, like Midtown and Market Square, have a mix of commercial, office, and residential uses, and are arguably some of the most attractive areas to shop, live, and invest in locally.

Development concentrated into geographic nodes is a planning tool that is gaining popularity both locally and elsewhere. The concept involves allowing higher development rights around major intersections rather than along commercial strips that stretch miles down either side of roads. Such nodes, through concentrating commercial, office, and higher density residential uses tied together with sidewalks and bicycle lanes and paths can help reduce automobile trips, decrease the need for widened roadways to accommodate these trips, and provide convenient and attractive walking and bicycling connections to adjacent or nearby residential areas.

The 2006 U.S. Environmental Protection Agency report "Protecting Water Resources with Higher-Density Development" focuses on the idea that more compact development can help save more land to protect water resources. The following graphic from the report demonstrates how the same number of homes can be accommodated in less land area when the land per home is reduced. The graphic is simplified to help illustrate the concept. Staff recognizes that the Lake Jackson basin is complex and that significant development already exists in the basin. However, this concept can still be utilized in new policies to guide future development toward designated nodes.

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Protecting Water Resources with Higher-Density Development

Scenario A	Scenario B	Scenario C
10,000 houses on 10,000 acres at a densi- ty of 1 house per acre consume 1 entire watershed.	10,000 houses on 2,500 acres at a density of 4 houses per acre consume ¼ of 1 watershed.	10,000 houses on 1,250 acres at a density of 8 houses per acre consume ½ of 1 watershed.

An emerging urban node (the Lake Jackson Town Center) has been identified by the County at the intersection of U.S. Hwy 27 North and Fred George Road. As part of this recognition, the County in turn constructed the new Lake Jackson Branch Library, and supports the Sense of Place planning initiative for this area. This support includes \$100,000 approved by the Board at its regular June 18, 2013 meeting to implement the plan for the Lake Jackson Town Center Sense of Place Initiative. The funding for this project is currently available in the Fiscal Year 2014 budget.

Other local examples include the Mahan Gateway Nodes as identified on the Comprehensive Plan's Future Land Use Map. These nodes were created based on community concerns that the recently widened Mahan Drive would eventually become lined with a strip of commercial uses similar to West Tennessee Street or Apalachee Parkway.

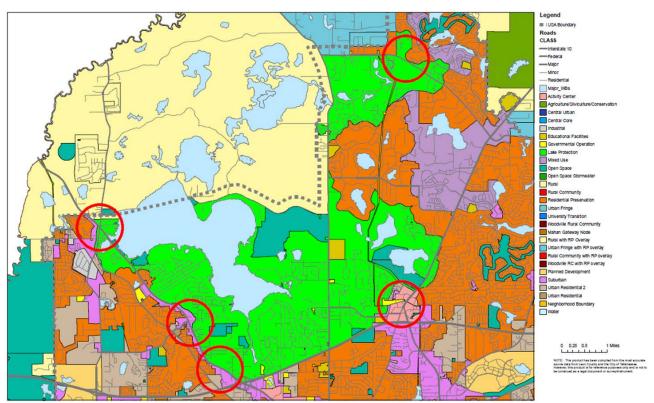
Land uses are significantly limited in Lake Protection. The incorporated area of Lake Protection (within the City Limits) does not presently allow non-residential uses. The unincorporated area allows some non-residential uses (minor office and minor commercial), but only within a Planned Unit Development process that requires Board approval.

The establishment of nodal areas by the application of a new zoning district could be allowed at identified intersections of major roadways similar to that established along Mahan Drive between Capital Circle and Interstate – 10. Potential locations are identified on the following map with <sup>1</sup>/<sub>4</sub>-mile radius circles and may include U.S. Hwy 27 and Capital Circle Northwest, U.S. Hwy 27 and Fred George Road, U.S. Hwy 27 and Sessions Road, the Market Square area, and the intersection of Bannerman and Bull Headley roads.

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#### Potential Lake Protection Node Areas



This new zoning district would specify permitted uses, and urban design and other development standards, including current Lake Protection stormwater standards and requirements and perhaps a cap on total acres in the Lake Jackson Basin that can be placed in the new district. Properties that could be considered for rezoning to new Lake Protection Node would include non-conforming uses, vacant properties whose highest and best use may be commercial or office to serve the surrounding residential areas, and other properties suitable for higher density housing. The extent of these nodal areas would ideally be within a radius of ½ mile of a main intersection, which is a five-minute walk for most people.

This recommendation is also consistent with the following Smart Growth principles:

- Compact building design
- Range of housing opportunities and choices
- Walkable neighborhoods
- Sense of place
- Direct development towards existing communities
- Variety of transportation choices
- Make development decisions predictable, fair, and cost effective

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## Recommendation B: Direct staff to develop and bring back land development regulation changes requiring site design standards for the new Lake Protection Node zoning district.

This recommendation is primarily based on the Smart Growth principle of fostering distinctive, attractive communities with a strong sense of place.

The Planning Department, with strong community input, has developed several "placemaking" initiatives, located at existing and emerging urban nodes, including the Market District area near Thomasville Road and Timberlane Road, the Lake Jackson Town Center near the intersection of U.S. Highway 27 North and Fred George Road, South Monroe Street, Midtown, and Downtown. While these efforts have not been regulatory in nature, they have identified several proposed and ongoing infrastructure improvements and other public and private investments. Several recent Future Land Use map and associated zoning changes have been conducted in one or more of these areas in order to allow additional development and redevelopment. Over a period of time the ongoing "Sense of Place" planning process could be applied to one or more nodal areas within Lake Protection.

Locational and site design standards could guide the development and redevelopment of potential nodal areas into distinctive, attractive, walkable areas with a strong sense of place. By focusing the growth pressure into relatively smaller areas with stringent stormwater treatment standards, those standards could also protect the water quality and habitat values of Lake Jackson. The new standards would be incorporated into the new Lake Protection Node zoning district with concepts similar to the existing Mahan Corridor Node Zoning District and the Mobility District.

This recommendation is consistent with the following Smart Growth principles:

- Compact building design
- Walkable neighborhoods
- Direct development towards existing communities
- Variety of transportation choices
- Make development decisions predictable, fair, and cost effective

## Recommendation C: Direct staff to identify non-conforming land uses in Lake Protection that cannot be addressed by the new Lake Protection Node zoning district and bring back a plan to address them.

This recommendation is based on the Smart Growth principles of strengthening and directing development towards existing communities, mixing land uses, and making development decisions predictable, fair, and cost effective. Incentivizing building and rebuilding within existing developed areas reduces pressures for development of greenfields located away from already established areas, and can reduce the cost of infrastructure.

There are a number of non-conforming land uses throughout the Lake Protection district. Office and retail uses are the most common non-conforming use. A recent land use change from Lake Protection to Suburban for 10 acres in the Market District area addressed an existing non-conformity for 34 parcels. In implementing Recommendation A to develop a Lake Protection Node category, staff would seek to address many of the non-conforming uses by proposing their rezoning to Lake Protection Node.

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Non-conforming uses, located outside of logical node areas, would need to be evaluated for other possible treatments to protect owner investments or transition the use to conform to Lake Protection. Some options may include certificates to document legally established uses, requiring Planned Unit Developments, policy changes to allow specific uses within conditions, or required phase-out of the non-conforming use.

Recommendation D: Direct staff to coordinate with the City and bring back a potential common cluster development option for both the incorporated and unincorporated areas within Lake Protection that also incentivizes use of the cluster option.

This recommendation is based on the Smart Growth principles of compact building design, walkable neighborhoods, preserving open space, farmland, natural beauty, and critical environmental areas, and making development decisions predictable, fair, and cost effective.

Compact building design not only means allowing smaller buildings on a given parcel or lot, but reducing lot sizes, and allowing taller buildings. Compact building design can result in more walkable, diverse communities that also preserve open space, farmland, natural beauty, and critical environmental areas.

The Lake Protection land use category in the Comprehensive Plan (Policy 2.2.18 in the Land Use Element) currently specifies a base density of one residential unit per two acres (~2-acre lot size). This large lot size was used partly based on the idea that lower-density housing equals less impervious surface. However, in practice, large lot sizes often result in large quantities of land being cleared, affecting runoff and natural habitat, and require extensive support infrastructure due to the distance between homes.

To address this issue, and to give landowners and developers some additional alternatives, two cluster options are presently provided for in Policy 2.2.18 [L]. A cluster option is available within the incorporated area that allows a residential density of one unit per gross acre if the resultant development clusters the units on 25% of the property, and maintains the remaining 75% in natural open space.

The cluster option in the unincorporated area of the Lake Protection category allows the development of 40% of the site at a net density of two units per acre on the developed portion of the property. The remaining 60% of the property must remain in natural open space. The minimum lot size under this cluster option is 1/2 acre. Presently, there are only two such cluster subdivisions that have been built in the unincorporated area of Lake Protection.

Staff was unable to identify a currently applicable rationale for two different cluster options given that sewer is available in a significant portion of the vacant, developable land area within Lake Protection, and these areas are all located within the Urban Service Area.

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## Recommendation E: Direct staff to initiate a comprehensive plan text amendment and Land Development Regulation changes to remove the half-acre restriction in the unincorporated area when sewer is available.

This recommendation is based on the Smart Growth principles of compact building design, walkable neighborhoods, and making development decisions predictable, fair, and cost effective.

The environmental issues associated with smaller lot sizes on septic tanks were a factor in the creation of the ½-acre minimum lot size in Lake Protection (and the one-acre minimum lot size within the Lake Jackson SDZ). Several older residential areas were previously allowed to be developed on septic tanks, and many of these areas have lots smaller than 1/2 acres. However, Policy 2.2.18[L] does not address sewer availability, nor are there any incentives or options within this policy for reducing lot size below ½-acre when sewer is available.

## Recommendation F: Direct staff to review the existing exemption for sidewalks in Lake Protection and bring back draft land development regulation changes with increased requirements for developments that have the potential for walkability.

This recommendation is based on the Smart Growth principles of walkable neighborhoods, compact building design, sense of place, and providing a variety of transportation choices. The benefits of walkability include the ability to age in place, lowered transportation costs, improved personal health and fitness, and expanded choices on how to get around.

Walkability is more than just sidewalks, but they are fundamental to being able to walk to a destination within urban areas. At present, Section 10-7.529(3)f of the County's Land Development Code exempts sidewalks in new residential developments within the Lake Protection zoning district. With some limited exceptions, much of the older development patterns within the Lake Protection district are not very walkable. Both the City and the County are retrofitting certain areas of the urban area with sidewalks where feasible and affordable. These include proposed sidewalks within the Lake Protection district along Maclay and Timberlane roads. The recently updated City/County Greenways Master Plan also proposes several multiuse trails that have the strong potential to improve pedestrian and bicycle connectivity in areas of the Lake Protection district. However, true walkability also requires more mixed-use developments with good pedestrian design.

Two land use map and zoning changes were recently made based on the urban node concept, including a change of land use from Residential Preservation to Urban Residential for 15 acres at the intersection of Fred George Road and Old Bainbridge Road, and a change of land use from Lake Protection to Suburban for a previously developed 10-acre area on the north side of Timberlane Road immediately east of Timberland School Road. Such changes are important steps in providing a sufficient number of residents and services in those emerging activity nodes to foster walkability.

The recommended nodal development concept can help create walkable areas by concentrating development in and around nodes and other developed areas, while protecting more environmentally sensitive areas from development. The Lake Jackson Town Center and the Market Square areas are urban nodes that are becoming more walkable by the installation of new sidewalks and other pedestrian infrastructure, as well as additional public investments and new development.

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Staff will seek to address design-related concepts of walkability in Recommendation B. In this recommendation to review the existing sidewalk exemption in Lake Protection, staff will evaluate the potential use of locational standards, such as proximity to a designated node, potential connection to existing or proposed sidewalks or greenways, and sewer availability to determine when sidewalks would be required. Options may include retaining the exemption for isolated residential areas with little or no walkability potential.

### Recommendation G: Continue implementation of the sense of place planning projects at the Lake Jackson Town Center and the Market District.

This recommendation is based on the Smart Growth principles of walkable neighborhoods, creating a sense of place, directing development towards existing communities, and providing a variety of transportation choices.

These sense of place planning initiatives are located in two areas recommended for consideration as Lake Protection nodes. These initiatives are intended to identify proposed and ongoing infrastructure improvements and other public and private investments, and to help "brand" these areas as destinations. The continuation of these projects not only will benefit property owners, residents, and visitors to these areas, but may also provide a model that can be applied to other nodal areas within Lake Protection.

## Recommendation H: Direct staff to initiate a comprehensive plan map amendment to reflect the Overstreet addition to Maclay Gardens as Recreation/Open Space.

This recommendation is based on the Smart Growth principle of preserving open space, farmland, natural beauty, and critical environmental areas.

Preservation of open space, farmland, and critical environmental areas has been a community value in Leon County for decades. The Greenways Program has acquired approximately 7,500 acres of land countywide since the early 1990s. Several environmental land acquisition projects have been completed within the Lake Protection district during this time, including Okeeheepkee Prairie, Jackson View, the Elinor Klapp-Phipps Greenway, the Overstreet greenway addition to Maclay Gardens State Park, and the Timberlane Ravine Greenway.

Within the Lake Protection district, approximately 27 percent of the existing land use is open space protected as parks, greenways, or other common areas. Additionally, Meridian Road is a canopy road with 100 feet on each side protected by local land development code.

Accurately reflecting the protected status of parklands as Open Space on the Future Land Use Map is another practice that aids in planning and provides for a public process prior to any future change of the use. Currently the Overstreet land acquisition to Maclay Gardens State Park is not accurately represented on the Future Land Use Map as Open Space.

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## Recommendation I: Maintain the existing Urban Service Area boundary line to promote infill and nodal development.

This recommendation is based on the following Smart Growth principles:

- Mix land uses
- Compact building design
- Range of housing opportunities and choices
- Walkable neighborhoods
- Sense of place
- Preserve open space, farmland, natural beauty, and critical environmental areas
- Direct development towards existing communities
- Variety of transportation choices
- Make development decisions predictable, fair, and cost effective.

Guiding development through the provision of urban services is an established planning principle that has been locally utilized for more than two decades. The intent of the urban service area is to support development and redevelopment in areas where urban services already exist, and in turn, minimize the costs of extending services far from existing developed areas.

The existing Urban Service Area is a critical tool for strengthening and directing development towards the existing community of Leon County and Tallahassee. The Urban Service Area boundary delineates within the Lake Jackson drainage basin a large area of rural land that helps protect water quality flowing into Lake Jackson and several connected waterbodies. This area is also home to a growing number of organic farms and community gardens.

Urban growth boundaries also help areas of concentrated, mixed development succeed by limiting the ability of cheaper undeveloped land nearby to be developed into single use developments.

## Recommendation J: Continue to seek funding for the Tallahassee – Leon County Greenways Master Plan.

This recommendation is based on the following Smart Growth principles:

- Walkable neighborhoods
- Sense of place
- Preserve open space, farmland, natural beauty, and critical environmental areas
- Variety of transportation choices

Providing a variety of transportation choices is a vital component of sustainable development. These should include mass transit, bicycling, and walking. Automobiles will continue to be a major transportation mode for longer trips. Nevertheless, mix of uses and improved connectivity makes walking and bicycling more realistic transportation options because destinations can be placed at closer distances, and more direct routes can allow pedestrians to reach a given destination.

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The Tallahassee – Leon County Greenways Master Plan includes trail recommendations intended to connect existing residential and other areas to greenways, parks, and other destinations. Funding the proposed trail projects in this Plan will provide additional mobility options, particularly to and from proposed nodal areas.

Recommendation K: Direct County staff to continue to implement the current two-track permitting system to expedite review and provide reductions in the level of review for projects that implement Smart Growth principles.

This recommendation is based on the Smart Growth principle of making development decisions predictable, fair, and cost effective.

Leon County's Department of Development Services and Environmental Management has made significant progress on reducing proposed project review and permitting timelines. Continuing such efforts, specifically for projects that adhere to Smart Growth principles, is a cost effective way to help shape growth.

Recommendation L: Direct staff to include community and stakeholder collaboration in the development of policy changes related to recommendations in this report.

This recommendation is based on the Smart Growth principle of encouraging community and stakeholder collaboration in development.

Allowing more and/or different kinds of growth within Lake Protection, even confined to nodal areas, will likely be controversial among some residents, landowners, and developers, as well as environmental advocates for the Lake. However, this kind of development is increasingly attractive to growing numbers of homebuyers and renters who prefer to live in walkable mixed-use communities.

In order for the principles of smart growth to be acceptable, it is critical that residents, landowners, developers, and other stakeholders, have the opportunity to develop a common understanding of the concepts presented within this agenda item. Therefore, stakeholder collaboration will be an important part of evaluating and shaping any policy changes that are developed.

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#### Proposed Phasing of Recommended Actions

Given the size and complexity of the recommended project concepts, staff recommends the following workplan and schedule for implementation:

#### Phase I (Ongoing Efforts)

Recommendation G: Continue implementation of the sense of place planning projects at the

Lake Jackson Town Center and the Market District.

Recommendation I: Maintain the existing Urban Service Area boundary line to promote

infill and nodal development.

Recommendation J: Continue to seek funding for the Tallahassee – Leon County

Greenways Master Plan

Recommendation K: Continue to implement the current two-track permitting system to

expedite review and provide reductions in the level of review for

projects that implement Smart Growth principles.

#### Phase II (2014-1 Comprehensive Plan Amendment Cycle)

Recommendation E: Direct staff to initiate a comprehensive plan text amendment and Land

Development Regulation changes to remove the half-acre restriction in

the unincorporated area when sewer is available.

Recommendation H: Direct staff to initiate a comprehensive plan map amendment to reflect

the Overstreet addition to Maclay Gardens as Recreation/Open Space.

#### Phase III (Code and Policy Work in 2014)

Recommendation F: Direct staff to review the existing exemption for sidewalks in Lake

Protection and bring back draft land development regulation changes with increased requirements for developments that have the potential

for walkability.

Recommendation B: Direct staff to develop and bring back land development regulation

changes requiring site design standards for the new Lake Protection

Node zoning district.

Recommendation C: Direct staff to identify non-conforming land uses in Lake Protection

that cannot be addressed by the new Lake Protection Node zoning

district and bring back a plan to address them.

#### Phase IV (2015-1 Comprehensive Plan Amendment Cycle)

Recommendation A: Direct staff to develop and bring back a new Lake Protection Node

zoning district for the Lake Protection land use category that allows non-residential uses and higher density housing while requiring the

Lake Protection stormwater standards.

Recommendation D: Direct staff to coordinate with the City and bring back a potential

common cluster development option for both the incorporated and unincorporated areas within Lake Protection that also incentivizes use

of the cluster option.

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#### **Options:**

- 1. Accept the following staff recommendations and recommended implementation phases.
  - A. Direct staff to develop and bring back a new Lake Protection Node zoning district for the Lake Protection land use category that allows non-residential uses and higher density housing while requiring the Lake Protection stormwater standards.
  - B. Direct staff to develop and bring back land development regulation changes requiring site design standards for the new Lake Protection Node zoning district.
  - C. Direct staff to identify non-conforming land uses in Lake Protection that cannot be addressed by the new Lake Protection Node zoning district and bring back a plan to address them.
  - D. Direct staff to coordinate with the City and bring back a potential common cluster development option for both the incorporated and unincorporated areas within Lake Protection that also incentivizes use of the cluster option.
  - E. Direct staff to initiate a comprehensive plan text amendment and Land Development Regulation changes to remove the half-acre restriction in the unincorporated area when sewer is available.
  - F. Direct staff to review the existing exemption for sidewalks in Lake Protection and bring back draft land development regulation changes with increased requirements for developments that have the potential for walkability.
  - G. Continue implementation of the sense of place planning projects at the Lake Jackson Town Center and the Market District.
  - H. Direct staff to initiate a comprehensive plan map amendment to reflect the Overstreet addition to Maclay Gardens as Recreation/Open Space.
  - I. Maintain the existing Urban Service Area boundary line to promote infill and nodal development.
  - J. Continue to seek funding for the Tallahassee Leon County Greenways Master Plan.
  - K. Direct County staff to continue to implement the current two-track permitting system to expedite review and provide reductions in the level of review for projects that implement Smart Growth principles.
  - L. Direct staff to include community and stakeholder collaboration in the development of policy changes related to recommendations in this report.
- 2. Direct staff to re-initiate an amendment to allow for limited expansion of existing legally established private development in the Special Development Zones.
- 3. Accept staff recommendations and recommended implementation phases, with modifications.
- 4. Board direction.

#### **Recommendation:**

Option # 1, A-L.

#### Attachments:

- 1. Lake Jackson History and Institutional Responses to Environmental Impacts
- 2. Why Communities Select Smart Growth

#### Lake Jackson History

The Lake Jackson, Carr Lake, and Mallard Pond ecosystem is a valuable biological, aesthetic and recreational resource of Leon County and the State of Florida. The expansive freshwater marshes and native submerged vegetation provide exceptional fish, waterfowl and wading bird habitat. Lake Jackson has been internationally known for sport fishing and its trophy largemouth bass. In addition, the lake historically has generated several million dollars annually for the Tallahassee and Leon County area.

Lake Jackson is a disappearing lake that drains periodically into the Florida Aquifer through one or more sinkholes, including Porter Sink, which are usually open to the aquifer below and slowly but continuously drain the lake. As long as the balance of water entering the lake from streams, seeps, and sheet flow runoff exceeds the amount draining into the sink and into the aquifer, the water level of the lake is relatively stable. During drought conditions, however, the lake level may drop, and even completely drain.

Over the past three decades, the water quality and ecological condition of Lake Jackson has been impacted by nonpoint source pollution. Prior to 1990, several large subdivisions with small or medium sized lots were created adjacent to the lake north of Interstate-10. These subdivisions were served by septic tanks, and did not include stormwater facilities to treat runoff. The area south of Lake Jackson had also been developed much more intensely, with a mix of commercial, office, residential, and other land uses. This urban and suburban growth within the watershed allowed sediment, fertilizer, wastes, pesticides, herbicides, heavy metals, oil, gasoline and other pollutants to be carried into Lake Jackson by stormwater runoff. In turn, the growth of nuisance plants such as Hydrilla, blue-green algae, and water hyacinth, increased. As these plants proliferated, died and decomposed, a thick layer of organic muck built up in the bottom of the southern portion of the lake, covering the lake's sandy bottom and destroying fish breeding areas. In some locations, the muck was as deep as three feet. Nutrient cycling between the sediment, the vegetation, and the water column resulted in dramatic ecological changes in the southern portion of the lake and a few other areas.

Another significant impact to the lake's water quality came from the construction of Interstate—10. In the early 1970s, Interstate-10 was constructed across northern Florida, traversing the Lake Jackson watershed and contributing large amounts of fine sediments into the lake.

#### Institutional Responses to Lake Jackson Impacts

#### State of Florida Responses

In response to the environmental impacts to this significant natural resource, in 1974 the State of Florida designated the Lake Jackson ecosystem as an Aquatic Preserve for the primary purpose of preserving and maintaining the biological resources in their essentially natural condition. It is the only freshwater lake that is an aquatic preserve in Florida. Chapters 258 and 253, Florida Statutes (F.S) provide the management authority for the Lake Jackson Aquatic Preserve. Chapter

73-534, Laws of Florida, establishes the Lake Jackson Aquatic Preserve and defines the basic management principles. Chapters 18-20 and 18-21, F.A.C. are the two administrative rules directly applicable to the uses of aquatic preserves specifically, and submerged lands in general. The Lake Jackson Aquatic Preserve Management Plan was adopted July 23, 1991, and is currently being updated by the Florida Department of Environmental Protection (DEP). Tallahassee – Leon County Planning Department and Development Support and Environmental Management staff are participating in this planning process through a stakeholder committee.

In addition to being an aquatic preserve, Lake Jackson was designated by the Florida Legislature as a Surface Water Improvement and Management (SWIM) water body, and by DEP as an Outstanding Florida Water (OFW). Section 403.061(27), Florida Statutes, grants DEP the power to establish rules that provide for a special category of waterbodies within the state, to be referred to as "Outstanding Florida Waters," which shall be worthy of special protection because of their natural attributes. Special protections afforded aquatic preserves include restrictions on dredge and fill, construction of seawalls and other structures and facilities, and the transfer of lands and easements. Management plans are required of aquatic preserves which guide the public use of these waterbodies and their lands, and provide resource protections.

#### Regional and Local Government Responses

As the ecological health of the lake declined throughout the 1970s, 1980s, and 1990s, the Northwest Florida Water Management District (NWFWMD), other state agencies, Leon County and the City of Tallahassee, through the state's SWIM program, created and implemented a series of solutions. In 1983, NWFWMD, with federal and state funding, constructed an experimental stormwater treatment facility near Interstate-10 to treat runoff from the southern portion of the watershed, which is characterized by a mix of residential, office, commercial, and other intense land uses. Another facility was constructed on the opposite side of Interstate-10 to treat even more of this runoff as it entered McGinniss Arm. Leon County and the City of Tallahassee, in cooperation with other governmental entities, have constructed at least five regional stormwater treatment facilities, and will construct one or more planned facilities such as the Lexington Road pond adjacent to Meridian Road.

Perhaps the most significant SWIM project conducted to date was the removal of accumulated nutrient-rich sediment and muck from the bottom of Lake Jackson. In 1999, after the lake drained completely, nearly 400,000 cubic yards of muck were removed from Meginniss and Fords arms during Phase I. From January 2000 to March 2001, approximately 1.6 million cubic yards of sediment were removed during Phase II from areas farther out into the southern portion of the lake as well as from some additional areas near the northern and western shores. This restoration project, along with new stormwater facilities and other activities, has significantly improved the water quality and ecological functions of the lake.

Other responses to the degradation of Lake Jackson include the continuing retrofitting of the Lake's drainage system from urban areas by the construction of regional stormwater facilities such as the Lexington Road pond. This project is currently being designed by the County's Public Works Department.

In addition to specific stormwater facilities and lake restoration projects, local government has also responded by developing policies addressing Lake Jackson in the Comprehensive Plan and local land development codes.

The primary goal of land use and stormwater mitigation planning at the local government level within the Lake Jackson watershed is the protection of the lake from stormwater runoff pollution. To that end, Policy 2.2.18 established the Lake Protection (LP) land use category in the Land Use Element of the Comprehensive Plan.. This category was developed in the early 1990s in response to the well documented scientific concerns regarding the degradation and continuing pollution of Lake Jackson. It includes the lake basin boundary adjusted to include contributing watersheds but excluding existing, more intensely developed areas south of Interstate 10.

Furthermore, Policy 2.2.12 in the Conservation Element establishes the Lake Jackson Special Development Zone (SDZ). Section 10-4.323 of the Leon County Land Development Regulations establishes in detail the boundary, designation, restrictions, and limitations within the Lake Jackson SDZ.

Finally, Objective 2.3 and Policies 2.3.1 through 2.3.5 in the Conservation Element address Lake Jackson by limiting on-site sewage disposal systems, lot sizes for residential developments on septic tanks, creating natural vegetation zones around the lake, and retrofitting developed areas in the Lake Jackson basin that do not meet the stormwater standards required by the Comprehensive Plan and implementing land development codes.

### WHY SMART GROWTH?

Health, schools, taxes, traffic, the environment, economic growth, fairness, opportunity—many of the things we care about—are all affected by development decisions. From the length of our daily commute to the price of a new home to the safety of our neighborhoods-what, where, and how we build have major impacts on our personal lives, our com munities, and our nation.

Growth presents a tremendous opportunity for progress. Communities around the country are looking for ways to get the most out of new development and to maximize their investments. Frustrated by development that requires residents to drive long distances between jobs and homes, many communities are challenging rules that make it impossible to put workplaces, homes, and services closer together. Many communities are questioning the fiscal wisdom of neglecting existing infrastructure while expanding new sewers, roads, and services into the fringe. And in many communities where development has improved daily life, the economy, and the environment, smart growth principles have been key to that success.

Growth is "smart" when it gives us great communities, with more choices and personal freedom, good return on public investment, greater opportunity across the community, a thriving natural environment, and a legacy we can be proud to leave our children and grandchildren.

When communities choose smart growth strategies, they can create new neighborhoods and maintain existing ones that are attractive, convenient, safe, and healthy. They can foster design that encourages social, civic, and physical activity. They can protect the environment while stimulating economic growth. Most of all, we can create more choices for residents, workers, visitors, children, families, single people, and older adults-choices in where to live, how to get around, and how to interact with the people around them. When communities do this kind of planning, they preserve the best of their past while creating a bright future for generations to come.

Adapted from the PDF "This is Smart Growth," published by ICMA and EPA in 2006.

http://www.smartgrowth.org/why.php

## Attached is Item #13 Agenda Packet

- 1. Item 13 Joint City-County Commissions 2015-1 Adoption Public Hearing
- 2. Additional Coordination Item Approval of Revisions to Future Comprehensive Plan Amendment Cycle Meeting Schedules (Attachment #11)
- 3. Additional Coordination Item Acceptance of the Status Report on the Tallahassee-Leon County Comprehensive Plan Future Land Use Element Revision Scope and Schedule (Attachment #12)

Meeting of Tuesday, May 26, 2015

This document distributed May 19, 2015.

### Joint City-County 2015-1 Comprehensive Plan Amendment Cycle Adoption Public Hearing

### 2015-1 Comprehensive Plan Amendment Cycle

#### Cover Sheet for Agenda #13

May 26, 2015

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

Mayor and City Commissioners

From: Vincent S. Long, County Administrator

Anita Favors Thompson, City Manager

Title: Joint City/County Adoption Hearing on Cycle 2015-1 Comprehensive Plan

Amendments

Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director, PLACE Cherie Bryant, Planning Manager
Lead Staff/	Barry Wilcox, Division Manager
Project Team:	Megan Doherty, Principal Planner

#### **Statement of Issue:**

This item provides information on the four proposed amendments to the Tallahassee-Leon County Comprehensive Plan in the 2015-1 cycle. The purpose of the Joint Adoption Public Hearing is to allow the elected officials for both the City and County to receive public comments at this second and final public hearing and vote on adoption of the proposed amendments.

Additionally, this item provides an update on the strategic initiative to protect the rural character of our Rural Land use category, which was adopted at the 2014/2015 Leon County Board of County Commissioners Strategic Planning Retreat.

#### **Recommendation:**

Option #1: Conduct the public hearing on Cycle 2015-1 Comprehensive Plan Amendments

and adopt proposed map amendment and three text amendments to the Tallahassee-Leon County Comprehensive Plan and submit to the Florida

Department of Economic Opportunity.

Title: Joint City/County Adoption Hearing on Cycle 2015-1 Comprehensive Plan Amendments

May 26, 2015

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#### **Discussion**

This is the second and final adoption public hearing for the 2015-1 amendments. The full schedule for the 2015-1 cycle is as follows. This packet includes the agenda, updated staff reports and attachments, and public comments received for all 2015-1 amendments through May 14, 2015.

#### Full 2015-1 Amendment Schedule:

Tull 2013-1 Amendment Schedule.				
Application Deadline	September 26, 2014			
First Public Open House	November 20, 2014			
Local Planning Agency Workshop	January 15, 2015			
Second Public Open House	January 15, 2015			
Local Planning Agency Public Hearing	February 3, 2015			
<ul> <li>PCT150103 DRI Thresholds for the Urban CBD</li> </ul>				
<ul> <li>PCT150104 Sustainable Development in Lake Prot</li> </ul>	ection			
County Commission Workshop	February 10, 2015			
City Commission Workshop CANCELLED	February 11, 2015			
Third Open House				
<ul> <li>PCM150101 TALCOR Midtown</li> </ul>	February 19, 2015			
Local Planning Agency Workshop	February 24, 2015			
<ul> <li>PCM150101 TALCOR Midtown</li> </ul>				
Local Planning Agency Public Hearing	March 3, 2015			
<ul> <li>PCM150101 TALCOR Midtown</li> </ul>				
Joint City-County Commission Workshop	March 10, 2015			
Local Planning Agency Workshop	March 30, 2015			
<ul> <li>PCT150105 Commercial Uses in Rural Future Land Use Category</li> </ul>				
Local Planning Agency Public Hearing	April 6, 2015			
<ul> <li>PCT150105 Commercial Uses in Rural Future Land Use Category</li> </ul>				
Joint City-County Transmittal Public Hearing	April 14, 2015			
Joint City County Adoption Public Hearing	May 26, 2015			

#### Board of County Commission Strategic Initiative Update

At its December 8, 2014 Annual Retreat, the Board focused on Leon County's FY2012 – FY2016 Strategic Plan by reviewing progress made with respect to its current Strategic Initiatives and identifying new initiatives for the upcoming year, all of which support and advance its Strategic Priorities.

This item is essential to the following revised FY2012 – FY2016 Strategic Initiatives that the Board approved at its January 27, 2017 meeting:

- Implement strategies that preserve neighborhoods and create connectedness and livability, including:
  - o Protect the rural character of our Rural Land Use category. (2015)

This particular Strategic Initiative aligns with the Board's Strategic Priority, Quality of Life:

- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services (Q6 2012).
- Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing connectedness and livability through supporting human scale infrastructure and development, including: enhancing connectedness and livability through supporting human scale infrastructure

Title: Joint City/County Adoption Hearing on Cycle 2015-1 Comprehensive Plan Amendments

May 26, 2015

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#### **Analysis:**

Since initiation of Amendment PCT150105: Commercial Uses in Rural at the December 9, 2014 Board meeting, Planning staff has worked together with the Keep it Rural Coalition (KIRC) and Leon County Development Services and Environmental Management (DSEM) to draft policy language for the Rural future land use category within the Land Use Element establishing a clear intent for the Rural areas and refining the appropriate uses within these areas. Approval of Amendment PCT150105: "Commercial Uses in Rural" provides Planning staff direction to move forward with completing the FY 2012 – FY 2016 Strategic Initiative to protect the rural character of these areas through adoption of the proposed text amendment to the Rural land use category.

#### **Options:**

- 1. Conduct the public hearing on Cycle 2015-1 Comprehensive Plan Amendments and adopt proposed map amendment and three text amendments to the Tallahassee-Leon County Comprehensive Plan and submit to the Florida Department of Economic Opportunity.
- 2. Conduct the public hearing on Cycle 2015-1 Comprehensive Plan Amendments and do not adopt proposed map amendment and three text amendments to the Tallahassee-Leon County Comprehensive Plan.

#### **Recommendation:**

Option #1.

#### Attachments:

- 1. Agenda-Joint City-County Commissions Cycle 2015-1 Adoption Hearing
- 2. 2015-1 Summary Recommendations Matrix
- 3. PCM150101 TALCOR Midtown Staff Report
- 4. PCT150103 DRI Thresholds for the Urban CBD Staff Report
- 5. PCT150104 Sustainable Development in Lake Protection Staff Report
- 6. PCT150105 Commercial Uses in Rural Future Land Use Category Staff Report
- 7. Public Comments received through May 15, 2015
- 8. Board of County Commissioners Cycle 2015-1 Plan Amendment Ordinance
- 9. Tallahassee City Commission Cycle 2015-1 Cycle 2015-1 Plan Amendment Ordinance
- 10. City of Tallahassee Rezoning Item: First of Two Public Hearing on Ordinance No. 15-Z-19 amending the Official Zoning Map from the Residential Preservation-2 (RP-2) Zoning District to the R-4 Urban Residential (R-4) Zoning District.

# JOINT CITY-COUNTY COMMISSIONS 2015-1 ADOPTION PUBLIC HEARING AGENDA MAY 26, 2015 6:00 PM

# Fifth Floor, Leon County Courthouse, 301 South Monroe Street

- 1. 2015-1 Comprehensive Plan Amendment Cycle Public Hearing
  - A. Introductory Comments by Staff
  - B. Public Comments on Consent Agenda
  - C. Consent Agenda: Consistent with recommendations from the Board of County Commissioners and the Tallahassee City Commission at the April 14, 2015 Transmittal Public Hearing:
    - 1. PCM150101: TALCOR Midtown (Attachment #3)
    - 2. PCT150103: DRI Thresholds for the Urban Central Business District (Attachment #4)
    - 3. PCT150104: Sustainable Development in Lake Protection (Attachment #5)
    - 4. PCT150105: Commercial Uses in Rural (Attachment #6)

**Staff Recommendation:** Adoption of the amendments as approved for Transmittal to the State Planning Agency on April 14, 2015.

- **D.** County Adoption of Cycle 2015-1 Plan Amendment Ordinance (Attachment #8)
- E. City Adoption of Cycle 2015-1 Plan Amendment Ordinance (Attachment #9)
- F. Public Comments on Rezoning Items
- **G. City Rezoning Public Hearing** (Attachment #10)
  - 1. First of Two Public Hearing on Ordinance No. 15-Z-19: Proposed Amendment to the Official Zoning Map to Change the Zoning Classification from the Residential Preservation- 2 (RP-2) Zoning District to the R-4 Urban Residential (R-4) Zoning District
- H. Closure of Second and Final Public Hearing for the 2015-1 Comprehensive Plan Amendment Cycle
- **2.** Additional Discussion Item: Approval of Revisions to Future Comprehensive Plan Amendment Cycle Meeting Schedules to Remove Individual Commission Workshops (Attachment #11)
- **3.** Additional Discussion Item: Acceptance of the Status Report on the Tallahassee-Leon County Comprehensive Plan Future Land Use Element Revision Scope and Schedule (Attachment #12)

# 4. Adjournment

If you have a disability requiring accommodations, please contact the Tallahassee-Leon County Planning Department. The Planning Department telephone number is (850) 891-6400. The telephone number of the Florida Relay TDD Service is # 1-800-955-8771.

"Please be advised that if a person decided to appeal any decision made by the Planning Commission/Local Planning Agency 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 proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The Planning Commission/Local Planning Agency does not provide or prepare such a record (Section 286.0105 F.S.)."

**TEXT AMENDMENT #: PCT150104** 

**APPLICANT: Tallahassee – Leon County Planning Department** 

TEXT / POLICY I.D.: Policy 2.2.18 of the Land Use Element

**DATE:** February 27, 2015

Preliminary Staff Recommendation: Approve Amendment PCT150104

#### A. SUMMARY:

This proposed policy amendment (see Attachment #1) was submitted by the Planning Department as authorized by the Leon County Board of County Commissioners at a workshop on November 19, 2013. It is part of the Lake Jackson Sustainable Development project. This project was developed by the Planning Department to implement the Board's strategic initiative to "develop solutions to promote sustainable growth inside the Lake Protection Zone."

The proposed amendment accomplishes several goals:

- 1. It generally updates and revises Land Use Element policy 2.2.18 [L] "Lake Protection" to improve readability, remove areas of ambiguity, and defer standards more appropriate for the Land Development Code to that document. Specific revisions include the creation of headings and subheadings, the identification of implementation (zoning) districts correlated to the Lake Protection category, the creation of a "Special Conditions" section containing development standards specific to the category, and general grammatical changes.
- 2. It enables the creation of a Lake Protection Node (LPN) zoning district. Per the board's direction, this new zoning category will allow for sustainable development patterns within the Lake Protection area. These nodes will be located at specific, primary intersections and will allow for the creation of compact, mixed-use, and multi-modal neighborhoods centers. These nodes are intended to serve the surrounding areas with office, retail, and employment opportunities in a manner that encourages walking and generally improves quality of life for residents. The relatively compact nature of these nodes in combination with heightened stormwater standards will ensure the continued protection of Lake Jackson.
- 3. It outlines an improved clustering option intended to encourage more sustainable residential development within the Lake Protection area. The proposed revisions create consistency between the County and City clustering standards and encourage compact, fiscally efficient, and environmentally protective development patterns.

#### B. REASONS FOR RECOMMENDATION FOR APPROVAL:

- 1. The proposed Lake Protection Node Zoning District (LPN) will allow limited residential, non-residential, and mixed-use development within targeted nodal areas where central sewer is available. This will also provide more walkability, reduce automotive trips, and increase stormwater treatment standards for all development and redevelopment in areas designated as LPN.
- 2. By providing a common residential cluster development option, the proposed amendment provides additional incentives for the development of cluster subdivisions. In comparison to conventional, large-lot developments, these subdivisions will provide for larger areas of permanently preserved open space, reduced reliance on private septic systems, and a broader range of housing options.
- 3. The proposed amendment is consistent with direction provided to the Planning Department by the Leon County Board of County Commissioners at a workshop held on November 19, 2013 and the overall intent of the Lake Protection future land use category.

#### C. PROPOSED POLICY CHANGE:

See Attachment #1.

#### D. APPLICANT'S REASON FOR THE AMENDMENT:

This amendment is intended to implement a strategic initiative within the Board's Strategic Plan to "develop solutions to promote sustainable growth inside the Lake Protection Zone."

#### E. STAFF ANALYSIS

#### **Project History**

At its regular meeting on January 29, 2013, the Leon County Board of County Commissioners (Board) ratified actions taken at the December 10, 2012 Annual Retreat. These actions included establishing a new strategic initiative within the Board's Strategic Plan to "develop solutions to promote sustainable growth inside the Lake Protection Zone." This new initiative implements the following Strategic Priorities:

Strategic Priority - Environment - To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings.

• Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution (EN1).

• Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns (EN2).

Strategic Priority - Governance - To be a model local government which our citizens trust and to which other local governments aspire.

• Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value (G2).

With the guidance of these Strategic Priorities, staff from Planning, Development Support and Environmental Management (DSEM), and Public Works developed a set of recommendations intended to implement this strategic initiative. At a workshop held on November 19, 2013, the Board discussed these recommendations and directed staff to move forward with these recommendations as part of the Lake Jackson Sustainable Development project. The proposed amendment is part of these recommendations.

In addition to the proposed amendment, other amendments recently adopted by the Board have been related to the Lake Jackson Sustainable Development project. These include a comprehensive plan text amendment and land development regulation change to remove the half-acre lot size restriction in the unincorporated area when sewer is available, and a comprehensive plan map amendment to change the land use designation of the Overstreet addition to Maclay Gardens from Lake Protection to Recreation/Open Space.

# **Lake Protection History**

The Lake Protection future land use category has been in the Comprehensive Plan since the Plan's inception in 1992. It was created in response to concerns regarding water quality in Lake Jackson. It is important to note that Lake Jackson has been designation both an Outstanding Florida Waterway and Aquatic Preserve by the Florida Department of Environmental Protection (FDEP).

At the time the Plan was being written, the Lake had been recently impacted by development within its watershed, including the construction of Interstate 10 and the large scale commercial developments along North Monroe Street (U.S. Highway 27). This development degraded the water quality of Lake Jackson by allowing large quantities of untreated stormwater, containing organic sediment and undesirable nutrients, to flow freely into the lake.

In response to these impacts, the Lake Protection land use category was created to better regulate development within the Lake Jackson drainage basin. The Lake Protection land use category consists of all property within the Lake Jackson basin, except for some areas developed prior to the adoption of the Plan. It currently has two correlated zoning districts: Lake Protection (LP) and Planned Unit Development (PUD). The LP zoning district for the development of residential uses at a maximum density of one (1) unit per two (2) acres with clustering options that vary by jurisdiction (City/County). Minor office and commercial uses within the Lake Protection category are permitted only in the unincorporated areas of the category through the Planned Unit Development (PUD). Other commercial and office uses, as well as industrial uses, are prohibited.

# Proposed Amendment

As previously stated, the proposed amendment generally updates and revises the Lake Protection Land Use category. It enables the creation of a Lake Protection Node (LPN) zoning district intended to allow for compact, mixed-use, and multi-modal neighborhood centers and outlines an improved clustering option intended to encourage more sustainable residential development within the Lake Protection area. A summary of the proposed LPN district and revised cluster option is provided below.

#### Lake Protection Node Zoning (LPN) District

The Lake Protection Node (LPN) zoning district is intended to allow residential, non-residential and mixed-use development, including, but not limited to, office uses, commercial uses, and a broad range of housing types. Community services, including (but not limited to) schools, parks, police and fire stations, and religious facilities, shall also be permitted within areas designated LPN.

The Lake Protection Node zoning district option shall be allowed within ¼ mile of the center of the following intersections:

- Highway 27 North and Sessions Road;
- Highway 27 North and Fred George Road;
- Highway 27 North and Capital Circle NW/Old Bainbridge Road; and
- Bannerman Road and Bull Headley Road.

These nodes were chosen due to their location at major intersections and the degree of historical, non-residential development previously in existence. Their identification and treatment as nodes will allow them to develop in a more sustainable and efficient manner and expand their ability to serve surrounding neighborhoods.

The concentration of development around specific nodes is a planning tool gaining popularity both locally and throughout the country. The concept is predicated upon traditional, walkable development patterns and provides significant environmental and quality of life improvements over auto-oriented or "strip" development. By concentrating commercial, office, and higher density residential uses in compact, walkable centers, nodes can reduce automobile trips, decrease the need for costly and environmentally impactful roadway improvements, and provide convenient and attractive shopping and employment options to adjacent or nearby residential areas.

Specific details on the locations, range of uses, urban design, infrastructure, and other requirements will be provided within the LPN zoning district in the land development code.

# Cluster Option

Two residential cluster development options are presently provided for in Policy 2.2.18 [L]. Within the incorporated area of the Lake Protection category, clustered residential development is permitted at a maximum density of one (1) unit per gross. Up to 25% of the subject site may be developed and the remaining 75% must be set aside as permanently preserved open space.

Within the unincorporated area, clustered residential development is permitted on 40% of the subject site with the remaining 60% being be set aside as permanently preserved open space. This development may occur at a maximum density of two (2) units per acre, but it is important to note that density calculations are limited to the 40% of the site considered for development and not the gross acreage of the site. This unique method of density calculation (no other category in the plan uses such) is confusing to many, reduces the overall number of units permitted, and may actually result in fewer property owners and developers selecting the cluster option.

Historically, neither of the aforementioned cluster options has been used often. Only three clustered subdivisions have been built within the Lake Protection area since the inception of the Comprehensive Plan, one in incorporated area and two in the unincorporated area.

The new, common cluster option will allow a density of two (2) dwelling units per gross acre and requires connection to central water and sewer systems. Consistent with the County's previous standard, development is permitted on 40% of the subject site with the remaining 60% being set aside as permanently preserved open space. Preserved open space areas are to be comprised of conservation features, Special Development Zones (where they exist), and undeveloped uplands. These areas may be used for active and passive recreation, and stormwater facilities, provided they are unfenced and designed as a community amenity.

As with the Node concept, clustered subdivisions are a popular planning tool gaining acceptance throughout the country. They have many benefits over conventional, large-lot development, including an ability to preserve large, contiguous swaths of open space, reduce impervious surface, and reduce infrastructure requirements and costs.

In summary, the proposed common residential cluster development option is intended to:

- 1. make clustered subdivisions a more attractive development option;
- 2. increase pervious, natural open space and reduce reliance upon private septic systems in the Lake Protection area; and,
- 3. provide consistency between city and county policies and regulations.

#### Public Review

Planning Department staff has met numerous times with County staff and several groups during the development of this proposed amendment. These groups include:

- 1. Friends of Lake Jackson
- 2. Sustainable Tallahassee
- 3. The Greater Tallahassee Chamber of Commerce
- 4. Network of Entrepreneurs & Business Advocates

For those groups who responded to Planning Department outreach activities, their comments were considered and incorporated into the proposed policy language where appropriate.

#### F. STAFF REPORT UPDATE:

Below is a summary of actions that have taken place subsequent to the publication of the original staff report.

# Local Planning Agency Review

Since the publication of the original staff report on January 8, 2015, an additional community workshop and a Local Planning Agency (LPA) Workshop have been held. In addition, correspondence was received from local property owners and representatives from the Friends of Lake Jackson.

Below is a generalized list of questions and concerns presented by citizens and LPA commissioners. Each of the items is followed by a staff response to the respective issue(s).

#### Please provide a map depicting the general location of the four Lake Protection Nodes.

Staff Response: Attachments 2-6 depict the location of the nodes at both a basin wide and local scale. Included in the local exhibits are the proposed 1/4 mile radius nodes, roadways, future land uses, the Lake Jackson basin boundary, Special Development Zones (SDZ), building footprints, and non-conforming uses.

> *In addition, an exhibit depicting the location of known non-conforming uses* basin wide has been included as attachment 7. This exhibit was created to illustrate the relationship between non-conforming uses and the proposed nodes.

# Does the proposed amendment allow for increased development inside the Lake **Jackson Special Development Zones?**

Staff Response: No. The proposed amendment in no way changes the policies and regulations governing Special Development Zones (SDZ). Additional

language

has been placed in the proposed revision to further clarify the relationship between the SDZs and the Lake Protection Nodes. Language regarding residential clusters, as they relate to SDZs, was removed during the policy re-write as it was redundant and identical to language contained in policy 2.1.10(L).

# Does the proposed amendment allow for more development inside the Lake Protection category?

Staff Response: There is not a simple "yes" or "no" answer to this question. Staff was directed, via the Board's Strategic Initiative, to identify methods for sustainably accommodating growth in the Lake Protection category. The proposed amendment seeks to create compact, mixed-use, and multimodal nodes at four primary intersections within the category and encourage clustering of residential development. While it is difficult (if not impossible) to quantify the amount of total development permitted under the current

policy and proposed amendment, once can compare the resulting development patterns from a qualitative standpoint.

The existing policy allows for residential development at a density of one (1) dwelling unit per two (2) acres. A clustering option with a density bonus does exist, but is so undesirable that it has only been used three (3) times in 25 years. Non-residential development can occur anywhere within the category provided it meets locational criteria for access and is processed as a Planned Unit Development (PUD). Popular literature and relevant research regarding smart growth and sustainable development would categorize these regulations as "suburban sprawl". They result in a development pattern that consumes significant quantities of land, is almost completely auto-dependent, and is highly inefficient in its utilization of public infrastructure.

Consistent with literature published by the Smart Growth Network (see Attachment #8, Section 1), the proposed amendment incentivizes more sustainable development patterns by directing non-residential development into compact, mixed-use, and multimodal nodes. These nodes were specifically chosen due to their location at major intersections, proximity to infrastructure, and existing development patterns.

Each of the nodes contains existing properties suitable for redevelopment and "greenfield" parcels which can be developed in a more sustainable manner. Higher density residential (8 du/ac) is also proposed for these nodes. This residential development is an essential to creating a mixture of uses and supporting existing and future transit service.

Outside of the Lake Protection Nodes, the residential cluster option has been revised to further incentivize its use. Clustering of residential has considerable benefits over traditional, large lot development. Clustered subdivisions preserve significantly more open space, require less infrastructure, and can result in a greater diversity of housing options.

# Does the proposed amendment eliminate the requirement that stormwater for nonsingle family and non-vested uses shall be retained on site?

Staff Response: Yes, and replaces it with a requirement that ALL development within the *Lake Protection category meet higher stormwater treatment standards.* Non-single family development currently comprises less than 4% of the Lake Protection category. Of the 171 parcels containing non-single family uses, only 17 have stormwater facilities meeting the current Lake Jackson treatment standard.

> Planning staff has worked closely with DSEM and Public Works to develop a volume-control standard that far exceeds the State of Florida's Outstanding Florida Waters (OFW) treatment standard. As previously mentioned this new stormwater treatment standard shall apply to all development within the Lake Protection Category and includes incentives for redevelopment of properties that may have little if any

treatment currently. This standard, like all others, shall be included the water quality treatment standard section of the County and City's land development codes. A draft of the new Lake Jackson Proposed Stormwater Standard is included as Attachment #9.

#### Local Planning Agency Recommendations

A Local Planning Agency (LPA) hearing on this matter was held on February 3, 2015. The LPA unanimously approved the proposed amendment with the following conditions:

- Revise first paragraph of Intent section to recognize impaired status of Lake Jackson
- Revise second paragraph of Intent section to state that areas outside the USA may not be designated LP
- Exclude existing, residential subdivisions from the nodes
- Include the proposed stormwater standard in the Comprehensive Plan

#### Water Resources Committee Recommendations

The Leon County Citizens Advisory Water Resources Committee (WRC) reviewed the proposed amendment at its regular meeting on March 2, 2015. The Committee voted unanimously to support the proposed amendment, contingent upon the inclusion of the LPA revisions. They also recommended the inclusion of additional language addressing nutrient loading in the revised stormwater standard. This recommendation has three parts:

- 1. Leon County should require new stormwater facilities within the Lake Protection area to incorporate practices and designs to minimize nutrient loading to surface and ground water,
- 2. Leon County should monitor nutrient levels from these stormwater facilities within the Lake Protection area to ensure that these facilities are treating nutrients as designed, and
- 3. The Board should consider additional changes to Policy 2.2.18 [L] to address nutrient levels affecting Lake Jackson from development within the Lake Protection policy if the proposed stormwater treatment standard within PCT150104 is found to be inadequate in addressing nutrient loading to Lake Jackson.

The committee issued a letter outlining their actions and containing their recommendations and revisions. This letter has been included as Attachment #10.

# Science Advisory Committee Recommendations

The Leon County Science Advisory Committee (SAC) reviewed the proposed amendment at its regular meeting on March 6, 2015. The SAC unanimously voted to support the following recommendations:

1. The SAC accepted the proposed volume control regulation presented by staff for land development regulation (LDR) and recommended that the following language also be included in the comprehensive plan: "Runoff volumes within the Lake Jackson Basin in

excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm, except that if multiple development sites are located within the basin, the excess volume may be discharged from individual sites to an approved regional retention facility located within the basin.

- 2. Change the intent section of the proposed policy to recognize that although the state of Lake Jackson has improved over the past few years the nutrient levels are still high and the Lake is still impaired.
- 3. Propose continuous monitoring of stormwater ponds built under the new standard to ensure they meet the original design standards.

The first and second recommendations are similar to those made by the LPA and the WRC. The third recommendation is similar to one of the additional recommendations made by the WRC. The committee issued a letter outlining their actions and containing their recommendations and revisions. This letter has been included as Attachment #11.

#### Deletion of Policy 2.1.10 (L)

During review of the proposed amendments, it was determined that Land Use Element Policy 2.1.10 was inconsistent with both the overall intent of the Lake Protection clustering provision as well as other policies and regulations governing Special Development Zones (SDZ). Given these inconsistencies, Policy 2.1.10 (L) is proposed for deletion (see Attachment #12).

The policy, which specifically addresses the clustering of residential development in the Lake Jackson Special Development Zone, reads as follows:

Cluster of residential development in areas designated for Lake Protection Land Use shall be permitted only on those portions of parcel not located within the Lake Jackson Special Development Zone and lying below one hundred ten (110) feet NGVD nor determined to be severely limited by environmental constraints. Such constraints may be determined by on-site environmental analysis, building or soil limitation ratings in the Leon County Soil Survey, or other natural resource inventory determined appropriate by the local government.

Policy 2.2.12 of the comprehensive plan's Conservation Element outlines criteria for the establishment and implementation of SDZs. More specifically, the policy states:

Special development zones with accompanying criteria shall be established and implemented through the LDRs for the following lakes:

Lake Jackson - Zone A = below elevation 100 feet NGVD (criteria) 5% or 4,000 sq. ft. may be disturbed

Zone B = between 100 feet NGVD and 110 feet NGVD (criteria) 50% of the site must be left natural.

Preserve shoreline vegetation in its natural state for minimum of 50 linear feet landward of the ordinary high water line. Allow essential access. Government initiated stormwater facilities for retrofit purposes may utilize a greater portion of the SDZ if applicable criteria (Policy 2.1.9[C]) are met.

While Policy 2.2.12 (C) allows for impacts of 5% and 50% to Zones A and B, respectively, Policy 2.2.10 (L) precludes any impacts if the property is developed as a clustered residential subdivision. This inconsistency effectively disincentivizes clustering of residential development within the Lake Protection category and is therefore inconsistent with the intent of the categories' clustering provisions which explicitly seeks to incentivize such development.

#### **G. CONCLUSION:**

Based on the above analysis, Planning Department staff recommends approval of the amendment request for the following reasons:

- 1. The proposed Lake Protection Node Zoning District (LPN) will allow limited residential, non-residential, and mixed-use development within targeted nodal areas where central sewer is available. This will also provide more walkability, reduce automotive trips, and increase stormwater treatment standards for all development and redevelopment in areas designated as LPN.
- 2. By providing a common residential cluster development option, the proposed amendment provides additional incentives for the development of cluster subdivisions. In comparison to conventional, large-lot developments, these subdivisions will provide for larger areas of permanently preserved open space, reduced reliance on private septic systems, and a broader range of housing options.
- 3. The proposed amendment is consistent with direction provided to the Planning Department by the Leon County Board of County Commissioners at a workshop held on November 19, 2013 and the overall intent of the Lake Protection future land use category.

#### H. ATTACHMENTS:

Attachment #1: Proposed Changes to Lake Protection Future Land Use Category (UPDATED)

Attachment #2: Proposed Nodal Areas

Attachment #3: U.S. 27 & Fred George Road Node

Attachment #4: U.S. 27 & Sessions Road Node

Attachment #5: U.S. 27 & Old Bainbridge Road Node

Attachment #6: Bannerman Road & Bull Headly Road Node

Attachment #7: Nonconforming Parcels in Lake Protection

Attachment #8: Workshop on Proposed Solution to Promote Sustainable Growth inside the

Lake Protection Zone – November 19, 2013

Attachment #9: Proposed Lake Jackson Stormwater Standard

Attachment #10: WRC Letter Attachment #11: SAC Letter

Attachment #12: Proposed Deletion of Policy 2.1.10 (L)

#### Policy 2.2.18: [L]

**LAKE PROTECTION** (Rev. Effective 12/22/95; Revision Effective 7/26/06; Renumbered 3/14/07)

#### **Intent**

Lake Jackson, designated both an Outstanding Florida Water (OFW) and Aquatic Preserve, is one of the most unique waterways in Florida. Historically, the lake has suffered from water quality issues associated with rapid urbanization and large-scale roadway projects. Lake Jackson's water quality has improved since adoption of the Comprehensive Plan, due in large part to the adoption of stringent stormwater treatment standards and the implementation of capital projects; however, nutrient levels in the Lake remain elevated and the Lake continues to be designated "Impaired" by the Florida Department of Environmental Protection.

The intent of the Lake Protection category is to ensure that development within the Lake Jackson basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality. The Lake Protection category is the basis for regulation and, where appropriate, limitation of development and redevelopment of land within the Lake Jackson Basin. The bounds of this category are to be the Lake Jackson basin boundary adjusted to include contributing watersheds but excluding existing, more intensely developed areas south of Interstate 10 and areas outside the Urban Service Area.

#### **Allowable Uses, Densities, and Intensities**

established County procedures instead of the PUD process.

#### Residential

The Lake Protection category shall allow for residential uses at a base density of one (1) dwelling unit per two (2) gross acres. To encourage compact and efficient development, two density bonus options are available for properties within the category:

1. A residential density of up to two (2) dwelling units per gross acre may be permitted within developments designed as a Clustered Subdivision.

<sup>1</sup> (Leon County) Any development affecting real property located in whole or in part within the Lake Protection Future Land Use Map category west of US 27 North for which an initial Planned Unit Development Concept or Final Development Plan was approved before January 1, 2005 shall be vested for all uses, intensities and densities set forth in the PUD Concept Plan Ordinance. Said PUD shall be entitled to rely on the closed basin exemption previously set forth in this section if the Commission determined prior to January 1, 2005 that the PUD met the requirements for such closed basin exceptions and that such determination has not been overturned by a court of competent jurisdiction at the time vested rights are sought under this provision. If a court of competent jurisdiction invalidates such a PUD due to reasons unrelated to whether the property met the requirements for the closed basin exception, any new or modified PUD application relating to the same real property shall be vested for the uses, intensities and densities of the previously approved PUD. All development within said certified closed basins approved pursuant to this provision shall be approved through the PUD amendment process, except that in unincorporated Leon County a one-into-two residential lot split exemption shall be processed according to the

5/12/2015

2. A residential density of up to eight (8) dwelling units per gross acre may be permitted within the Lake Protection Node (LPN) zoning district.

#### Mixed-use & Non-residential

Non-residential and mixed-use development (including, but not limited to, office and commercial uses) within the Lake Protection category may only be permitted within areas designated with the Lake Protection Node (LPN) zoning district. Within this district, single use, non-residential development shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per gross acre. Projects containing a vertical mixture of uses, including any combination of office, commercial and residential uses, may receive a bonus of 2,500 s.f. per gross acre, for a total of 12,500 s.f. per gross acre.

#### **Community and Recreational Facilities**

Community services, light infrastructure, and recreational uses shall be permitted within the Lake Protection (LP) and Lake Protection Node (LPN) zoning districts. Facilities associated with these uses shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per gross acre.

#### **Special Conditions**

The following special conditions shall apply to the Lake Protection Future Land Use category:

- 1. The Lake Protection Node zoning district shall only be permitted at the following intersections:
  - Highway 27 North and Sessions Road
  - Highway 27 North and Capital Circle NW/Old Bainbridge Road
  - Highway 27 North and Fred George Road
  - Bannerman Road and Bull Headley Road

The exact extent of these Nodes shall be specified in the City of Tallahassee and Leon County land development regulations, but generally shall not extend beyond ¼ mile from the respective intersection and shall not include areas within a Special Development Zone (SDZ) or existing single-family subdivisions.

- 2. As an alternative to large-lot developments, Clustered Subdivisions shall be permitted within the Lake Protection zoning district. Clustered Subdivisions shall:
  - Contain a minimum of 60% contiguous open space preserved in perpetuity and comprised of such things as preservation and conservation features, Special Development Zones, undeveloped uplands, passive recreation areas, and storm water facilities designed as a community amenity;
  - Be developed at a maximum density of two (2) dwelling units per gross acre;
     and,
  - Be served by central water and sewer systems.

- 3. A volume control based stormwater treatment standard shall be required for all development and redevelopment within the Lake Protection land use category. This standard shall ensure that runoff volumes in excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm. To encourage redevelopment in the Lake Protection category, a partial credit may be applied toward existing impervious surface on previously developed sites.
- 4. Additional development standards deemed necessary to protect Lake Jackson from further degradation and/or improve existing water quality may be included in the land development code.
- 1.5. Existing, lawfully established, non-residential uses within the Lake Protection land use category that are compatible with surrounding uses and meet all water quality standards for the Lake Jackson Basin shall be considered permitted uses.

This is a protection category that is specific to the well documented scientific concerns regarding the degradation and continuing pollution of Lake Jackson. The category is based on the lake basin boundary adjusted to include contributing watersheds but to exclude existing, more intensely developed areas south of Interstate 10. Consistent with the purpose of this category, Lake Protection densities and intensities shall be applied to undeveloped areas within the Lake Jackson drainage basin when such properties are developed.

The Lake Protection category allows residential uses of one unit per two acres1. An option to develop at a density of one unit per gross acre is available within the City as long as the resultant development clusters the units on 25% of the property and maintains the remaining 75% in natural open space. In the unincorporated portions of the Lake Protection category clustering is allowed on 40% of the site at a net density of two (2) units per acre on the developed portion of the property. The remaining 60% of the property must remain in natural open space. The cluster options are intended to preserve green space within this land use category and be designed to minimize non-point pollution from the site. Cluster of residential development in areas designated for Lake Protection land use shall be permitted only on those portions of parcels not located within the Lake Jackson Special Development Zone and lying below one hundred ten (110) feet NGVD, and for higher elevations not determined to be severely limited by environmental constraints. Such constraints may be determined by on site environmental analysis, building or soil limitation ratings in the Leon County Soil Survey, other natural resource inventory determined appropriate by the local government. Industrial, office and commercial uses are prohibited in the Lake Protection category within the city limits. In the unincorporated areas of the Lake Protection category, minor office and minor commercial uses may be approved through the PUD process only if development retains its resultant stormwater on site. All industrial, commercial and office uses other than minor are prohibited in the unincorporated areas of the Lake Protection category as well. Urban services are intended for this category inside the Urban Service Area.

Attachment #6
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Page 4 of 4

Additional requirements based on scientific studies and deemed necessary to protect the lake from further degradation, as well as improve existing water quality, will be included in the land development code. Existing non residential uses within the Lake Protection land use category that meet all water quality standards required in the comprehensive plan by the time frames required in the plan, will be considered permitted uses.

Within the Lake Protection Category, stormwater for non-single family and non-vested uses shall be retained on site.

Attachment #6 **Attachment #2: Proposed Nodal Areas** Pater Phent #5 Page 15 of 51 Legend Lake Jackson Basin Major Waterbody Activity Center Agriculture/Silviculture/Conservation **Educational Facilities** Governmental Operation Lake Protection Mixed Use Open Space Open Space Stormwater Residential Preservation Urban Fringe Rural with RP Overlay Urban Fringe with RP overlay Lake Jackson Basin Planned Development Suburban Urban Residential 2 Urban Residential Lake Jackson

Attachment #6 Attachment #3: U.S. 27 & Fred George Road Node Rage Prent #5 Page 16 of 51 Legend NEUCHATEL Drainage Basin Building SPINNAKER Nonconforming Parcels in Nodes  $\Box$ **Property Boundary** Major Waterbody Watercourse LAKE JACKSON ZONE A LAKE JACKSON ZONE B Lake Protection 2 - - -Residential Preservation Urban Residential 2 Urban Residential HOME CROWDER 101055488551411 GEORGE 00000 DB MANDRELL HIBBARD 

Attachment #6 Attachment #4: U.S. 27 & Sessions Road Node Rage Parent #5 Page 17 of 51 Legend WATERLINE MGRESS Drainage Basin Buildina Nonconforming Parcels in Nodes **1** Property Boundary Major Waterbody KAMI CREEK G G RAY LAKE JACKSON ZONE A LAKE JACKSON ZONE B ELWEIT Governmental Operation Lake Protection Residential Preservation COTTAGE GROVE Suburban Urban Residential 2 60g VICKERS SESSIONS ď LIVINGSTON 3 LAKE MUNSON GRAVES SAN DAMIAN Page 1027 of 1364 on April 2, 2018

Attachment #6 Attachment #5: U.S. 27 & Old Bainbridge Road Node Rage 24 enf #5 Page 18 of 51 Legend DITT ROBINSON Node Drainage Basin Building BRIYAINT MARJORIE TURNBULL Nonconforming Parcels in Nodes LD BAIN Property Boundary GROVE VALLEY Major Waterbody 3 Watercourse LAKE JACKSON ZONE A LAKE JACKSON ZONE B Governmental Operation Lake Protection Open Space Rural Residential Preservation Suburban JACKSON COVE 8000 B WANT PASSELLE FOND RED AND SA KINGFISHER CORWIN Lake Jackson 0 Posted on April 2, 2018 Page 1028 of 1364

Attachment #6: Bannerman Road & Bull Headley Road Nod age 19 of 51 Legend GENOAK I DE Node Drainage Basin 5 Buildina Nonconforming Parcels in Nodes IAMONIA Property Boundary Major Waterbody Watercourse ROBIN KAY LAKE JACKSON ZONE A LAKE JACKSON ZONE B Governmental Operation T Residential Preservation Urban Fringe with RP overlay PROY JUNION HOCK III E THE TRUE TO SERVICE TO 2 TRON'S PU 中国世世 Page 1029 of 1364 Posted on April 2, 2018

Attachment #6

Attachment #6 **Attachment #8: Nonconforming Parcels in Lake Protection** Rate Rand #5 Page 20 of 51 Legend Bannerman Road Lake Jackson Basin Nonconforming Parcels in Basin Major Waterbodies Lake Protection ke Jackson Basin Old Bainbridge Road U.S. 319 Lake Jackson Rage 1030 of 1364

#### Lake Jackson Water Quality Treatment Standard

#### Existing LDR Text:

10-4.301(4) Additional stormwater retention standards for the Lake Jackson Drainage Basin. Non-single-family residential uses which are approved for development (as specified in the comprehensive plan) subsequent to March 15, 1992, shall retain post-development stormwater on-site for all storm events up to and including the 50-year 24-hour duration storm. The retained volume shall be recovered in accordance with subsection (3)(b) above.

#### Proposed Comp Plan and LDR Text:

Additional stormwater retention standards for the Lake Jackson Drainage Basin.

(i) Runoff volumes within the Lake Jackson Basin in excess of the predevelopment runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm, except that if multiple development sites are located within the basin, the excess volume may be discharged from individual sites to an approved regional retention facility located within the basin. Recovery of the retention volume shall comply with one of the following:

Option (1): One-half the required pond volume shall be recovered within seven days, and the full volume shall be recovered within 30 days.

Option (2): On the basis of a subsurface geotechnical analysis demonstrate the functionality of the retention facility through a continuous hydrologic simulation. The analysis shall clearly demonstrate that the increase in runoff volume above the predevelopment condition is retained within the stormwater facility. The continuous hydrologic simulation can be accomplished by developing a stage/storage/infiltration relationship based on the proposed retention facility configuration and reported design infiltration rate. This relationship can be used to model the retention facility over an extended period of rainfall.

(ii) Stormwater treatment for all proposed Redevelopment within the Lake Jackson Basin shall be achieved via volume control in accordance with subsection (4)(i) above, with a 50% credit applied towards existing impervious surface (predevelopment condition to include 50% of the existing impervious surface during the pre-post excess runoff calculations).

# STATEMENT OF THE LEON COUNTY COUNTY-WIDE WATER RESOURCES CITIZENS ADVISORY COMMITTEE

The Leon County Board of County Commissioners specifically charged the County-Wide Water Resources Citizens Advisory Committee with the responsibility to recommend policies that would strengthen the linkage between water resources and land use. Based on this charge, the Committee reviewed Cycle 2015-1 Proposed Comprehensive Plan Amendment PCT150104 (Sustainable Development in Lake Protection) at its meeting on March 2, 2015, and has the following recommendations:

The Committee voted unanimously on March 2, 2015 to recommend that the Leon County Board of County Commissioners adopt the staff recommendation to approve Amendment PCM150104 with the following stipulations:

- 1. Revise the intent section of the proposed policy change to recognize the continuing State-designated impaired status of Lake Jackson,
- 2. Revise the proposed policy change to clearly state that the boundary of the Lake Protection area excludes any areas outside the Urban Services Area,
- 3. Incorporate the proposed specific volume control stormwater standard into the proposed amendment, and
- 4. Protect existing, residential subdivisions by excluding them from the proposed nodes.

An additional concern of the Committee is the threat to the water quality and ecosystem of Lake Jackson from excess nutrients associated with increased development. The Committee has the following recommendations:

- 1. Leon County should require new stormwater facilities within the Lake Protection area to incorporate practices and designs to minimize nutrient loading to surface and ground water,
- 2. Leon County should monitor nutrient levels from these stormwater facilities within the Lake Protection area to ensure that these facilities are treating nutrients as designed, and
- 3. The Board should consider additional changes to Policy 2.2.18 [L] to address nutrient levels affecting Lake Jackson from development within the Lake Protection policy if the proposed stormwater treatment standard within PCT150104 is found to be inadequate in addressing nutrient loading to Lake Jackson.

I HEREBY CERTIFY that the above statements were duly approved by the Leon County Countywide Water Resources Citizens Advisory Committee at its meetings on March 2, 2015.

Mr. Robert Scanlon, Chair

Dr. Jim Cavanagh

Dr. Jennifer Cherrier

Mr. John Folks

Mr. Eric Friall

Mr. Lee Killinger

Mr. John Labie

Mr. Robert Scanlon

cc: Leon County Board of County Commissioners Vincent S. Long, County Administrator

#### March 9, 2015

# SCIENCE ADVISORY COMMENTS ON THE COMPREHENSIVE PLAN TEXT AMENDMENT #PCT150104

The Science Advisory Committee (SAC) has reviewed the above text amendment for Land Use Element policy 2.2.18 {L} "Lake Protection". The following recommendations are offered for the Board of County Commissioner's consideration:

- 1. The SAC accepted the proposed volume control regulation presented by staff for land development regulation (LDR) and recommended that the following language also be included in the comprehensive plan: "Runoff volumes within the Lake Jackson Basin in excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm, except that if multiple development sites are located within the basin, the excess volume may be discharged from individual sites to an approved regional retention facility located within the basin.
- 2. Change to the intent section of the proposed policy to recognize that although the state of Lake Jackson has improved over the past few years the nutrient levels are still high and the Lake is still impaired.
- 3. Propose continuous monitoring of stormwater ponds built under the new standard to ensure they meet the original design standards.

The SAC is unanimous in these recommendations.

Respectfully submitted on behalf of the SAC,

Vincent Salters, SAC Vice-Chairman

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# Policy 2.2.10: [L] (Effective 12/10/91) (Deletion Effective 5/26/2015)

#### **Reserved**

Cluster of residential development in areas designated for Lake Protection Land Use shall be permitted only on those portions of parcel not located within the Lake Jackson Special Development Zone and lying below one hundred ten (110) feet NGVD nor determined to be severely limited by environmental constraints. Such constraints may be determined by on site environmental analysis, building or soil limitation ratings in the Leon County Soil Survey, or other natural resource inventory determined appropriate by the local government.



# **Leon County Board of County Commissioners**

# Cover Sheet for Agenda #27

July 7, 2015

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

From: Vincent S. Long, County Administrator

**Title:** Second and Final Public Hearing to Adopt a Proposed Ordinance Revising the

Leon County Land Development Code to Amend the Lake Protection Zoning

District

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:	Ryan Culpepper, Director, Development Services

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option #1: Conduct the second and final Public Hearing and adopt a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District (Attachment #1), including the revised Exhibit "D" (Attachment #2).

Option #2: Direct staff to proceed with the review of additional development standards for community services and recreational facilities, as well as design standards for signage and lighting for the Lake Protection district.

Page 2

#### **Report and Discussion**

# **Background:**

The proposed Ordinance to amend the Lake Protection zoning district (Sec. 10-6.616, Land Development Code) is in response to direction by the Board, as well as response to proposed amendments to the Lake Protection Future Land Use (FLU) Category (Attachment #1). Revisions to the Lake Protection (LP) zoning district were initially considered by the Board during a workshop on November 19, 2013. During this workshop, the Board requested staff to consider recommendations intended to encourage sustainable development in the LP FLU category. In addition, the Board directed staff to review the existing exemption for sidewalks in LP and to bring back a draft Ordinance to address the requirements for developments that have the potential for "walkability." Additional amendments to the General Layout and Design Standards of Chapter 10 are necessary in order to fully implement the changes to the Lake Protection zoning district.

This proposed Ordinance is essential to the following revised FY2012-2016 Strategic Initiative that the Board approved at their January 27, 2015 meeting:

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

This particular Strategic Initiative aligns with the Board's Strategic Priorities - Environment and Governance:

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (EN1, rev. 2013)
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2, 2012)
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2, 2012)

# **Analysis:**

Lake Protection (Sec. 10-6.616)

The proposed amendments to the LP zoning district correspond to the proposed amendments to the LP FLU category. The proposed Comprehensive Plan amendment to the LP FLU (PCT150104) was reviewed by the Local Planning Agency at a workshop on February 3, 2015, and at a Public Hearing on April 6, 2015. The proposed Comprehensive Plan amendment received approval for transmittal at a Joint City-County Transmittal Public Hearing on April 14, 2015, and was adopted at a Joint City-County Adoption Public Hearing on May 26, 2015; therefore, a corresponding amendment to the LP zoning district of the LDC is required.

The LP category has been in existence since the inception of the Comprehensive Plan in 1990. The category was created in response to concerns regarding water quality in Lake Jackson. At the time, the lake had been negatively impacted by development within its watershed, including the construction of I-10 and large-scale developments along North Monroe Street (Hwy 27). These developments contributed to the degradation of the water quality in Lake Jackson by allowing untreated stormwater to flow freely into the lake.

The LP district was designed to more effectively regulate development within the Lake Jackson basin. The LP district allows traditional residential development of one dwelling unit per two acres, while allowing a Clustered Subdivision option wherein residential development is clustered on 40 percent of the site, leaving the remaining 60 percent in a natural state. Non-residential uses (minor office and commercial) are permitted; however, those uses require a Planned Unit Development rezoning. Other more intense office and commercial uses, along with industrial uses, are prohibited.

The proposed amendment modifies Sec. 10-6.616 to be consistent with the proposed amendments to the LP FLU category. The changes proposed to the district are as follows:

- Update the formatting of the district standards;
- Clarify the density for cluster development (1 dwelling unit per 2 gross acres);
- Prohibit non-residential development (excluding existing, lawfully established uses);
- Allow stormwater facilities to be included in the 60% set-aside required under the Clustered Subdivision option (provided the facility is designed as an amenity); and
- Provide specific development standards for existing non-conforming, non-residential uses.

The format of the current zoning district regulations is relatively old and outdated. In addition, a number of uses were inherited from previous zoning codes, which may or may not be applicable in today's market. These uses are also categorized using the Standard Industrial Code (SIC), which is an outdated classification code. The proposed revisions to Sec. 10-6.616 include updating the format to be consistent with previously updated zoning districts of the LDC, specifically the Mahan Corridor zoning districts. The updated format also improves readability, as well as identifies specifically prohibited uses. Additionally, the use of the SIC classification has been removed in place of a more updated and generalized list of uses.

The current LP regulations note residential density for cluster developments at a net density of two units per acre on the developed portion of the property. This form of density calculation is inconsistent with other forms of clustering or conservation subdivisions in the LDC. The more common form of calculating density utilizes the entire property, or gross acreage. By utilizing the gross acreage, more dense residential development (on central water and sewer) would potentially be allowed in cluster subdivisions, furthering the intent to provide cluster subdivisions as a more attractive option. The cluster option is intended to reduce impervious surface area, provide more natural open space, and reduce the reliance on private septic systems.

Currently, non-residential development is allowed at certain intersections within the LP zoning district, with the intent to prevent strip commercialization and provide locational certainty in non-residential development. The amendments to the LP FLU category will allow for the creation of a new zoning district, specifically intended for higher intensity and density development. This new district, Lake Protection Node (LPN), will be located at four major intersections within the LP FLU category (Attachment #2). As a result, new non-residential development will not be allowed in the amended LP zoning district and these uses will be directed to the LPN.

Under the current LP district standards, all infrastructure, including stormwater management facilities (SWMF), are limited to the 40% development area within cluster subdivisions. This further reduces the area available for residential development and is contrary to the district intent. The proposed revisions to the LP district would allow SWMFs to be included in the 60% natural area, provided the facilities are designed as a community amenity. In addition, these natural areas could be utilized for active and passive recreation.

Areas along North Monroe Street have been previously developed with non-residential uses, a number of which pre-date the adoption of the LP zoning district. Existing, lawfully established non-residential development that meets all water quality standards will be afforded a legal non-conforming status and will have specific development/redevelopment standards. However, it should be noted that a number of these sites are severely limited in redevelopment options as a result of the current stormwater standards. As a result, staff is working on a separate amendment to the stormwater standards for properties located in the LP district that may enable more flexibility for these existing sites. These new stormwater standards are discussed in more detail in a separate agenda item.

# <u>Lake Protection Node District (Sec. 10-6.660)</u>

This new zoning district also is in response to the Board's Strategic Initiative to promote sustainable growth in the Lake Protection Zone, and is provided for in Comprehensive Plan amendment PCT150104. This nodal concept will establish a development pattern at primary intersections, allowing for intense and compact mixed-use developments that provide the surrounding area with opportunities for office, retail, and employment opportunities, as well as encourage pedestrian mobility. There are four major intersection locations that have been identified as being eligible for LPN zoning:

- 1. Highway 27 North/Capital Circle Northwest
- 2. Fred George Road/Highway 27 North
- 3. Sessions Road/Highway 27 North
- 4. Bull Headley Road/Bannerman Road

The extent of the nodes are more specifically illustrated in Exhibits "A", "B", "C" and "D" of Section 10-6.660 of the Ordinance. These nodes were selected as a result of the existence of non-conforming, non-residential development on site and being located at major intersections with proximity to infrastructure. These nodes would potentially allow many existing non-residential developments to attain conforming status and allow flexibility in redevelopment. By providing a more compact development, these nodes will encourage more pedestrian friendly developments, while potentially reducing vehicular trips.

The LPN district will generally allow up to eight dwelling units per acre and potentially a density bonus of up to 16 dwelling units per acre, if developed as a master plan. For developments including a vertical mixture of uses, non-residential intensity may be increased by 2,500 square feet per acre. Consistent with the LP zoning district, all development within the LPN district will be required to comply with the stormwater standards of Article IV of the LDC. Additionally, the district will identify a list of specifically prohibited uses. These prohibited uses, such as, but not limited to, golf courses, salvage yards, and warehouses, are incompatible with the node concept and do not further the intent of the district to promote traditional, walkable development patterns.

#### Sidewalks (Sec. 10-7.529)

The role of sidewalks in sustainable development is critical. Walkable neighborhoods reduce vehicle trips, which cut greenhouse gases and other emissions, and benefits residents by increasing opportunities for exercise, reducing their need to use fuel, and allowing them to spend more time near their home. Another advantage of walkable communities is that they facilitate interactions with neighbors, which in turn creates social capital and safer communities.

Several objectives and policies in the Comprehensive Plan promote pedestrian access and mobility for new development in order to reduce vehicular trips on the external street system and provide pedestrian interconnectivity between developments. These policies are located in the Land Use, Transportation and Education Elements of the Comprehensive Plan. However, the implementation of these requirements has created various issues since 2004, particularly within the LP zoning district. This is due mainly to the difficulty in implementing the provision of sidewalks in the LP areas because of the relatively low density of one dwelling unit per two acres, the presence of established neighborhoods in LP where sidewalks were never built, and the relative lack of walkable destinations near many residential areas.

In response to these issues, the County's LDC has been modified several times over the last decade to address sidewalks in LP and other zoning districts. Modifications have included adopting more precise sidewalk requirements for new developments, and establishing criteria and procedures for payment of fee in-lieu of constructing sidewalks; clarification of the sidewalk requirements for two-lot subdivisions of non-vacant residential property; and a one-time exemption for any proposed non-residential development consisting of 1,000 square feet or less.

At their regular meeting on January 29, 2008, the Board adopted the following exemption for new residential development in the LP zoning district: "Sidewalks shall not be required in association with new residential development within the Lake Protection zoning district." This exemption was based on the two-acre minimum residential lot size applicable in LP, as well as the Comprehensive Plan's goal of limiting total impervious area in the LP district as a primary method of protecting Lake Jackson. However, staff also stated in a status report on sidewalks provided to the Board on November 10, 2009, that the impervious surface area associated with sidewalks is negligible, or at most *de minimus*, in terms of stormwater runoff impacts.

Currently, the LDC does not require the installation of sidewalks for new residential development proposed within the LP zoning district. However, the LDC does require the installation of sidewalks for new residential development in all other zoning districts within the Urban Service Area. Furthermore, additional sidewalk requirements may apply to multi-family residential, non-residential, or institutional development for sidewalks connecting the street system to the interior of the development and between adjacent buildings and uses.

In order to foster more sustainable development within the LP land use category, staff recommends that the current exemption on sidewalks in LP be modified to require sidewalks in association with new residential development within the LP zoning district. More specifically, a development would be subject to the provision of sidewalks if one or more of the following criteria apply:

- 1) the development utilizes the residential cluster option; or
- 2) the development is required to connect to a central sewer service; or
- 3) there are existing or planned sidewalk facilities adjacent to the development site; or
- 4) the development is adjacent to a zoning district that requires sidewalks.

The proposed Ordinance will enhance the sidewalk requirements for developments that have the potential for walkability, including clustered development and areas designated as LPN, while also allowing an exemption for proposed developments that do not have this potential.

#### DSEM Citizen's User Group Recommendations

Staff provided the proposed amendments to the DSEM Citizen's User Group, hereinafter referred to as "User Group," for review and recommendations at their April 23, 2015 meeting. They requested more detail regarding the location and mapping of the LPN district; however, staff has not completed the methodology for mapping the district at this time. Based upon this clarification from staff, the User Group recommended approval of the proposed Ordinance, but did have concerns regarding the implementation of the LPN district; specifically, how the district would be mapped and how density would be determined on parcels bifurcated with the LPN district.

Staff has since revised the Ordinance to include exhibits illustrating the extent of the Lake Protection Node at each of the four intersections. In addition, density of bifurcated parcels will be determined based on the acreage of the portion of a parcel within the LPN, as illustrated in the referenced exhibits.

#### Comprehensive Plan Consistency Determination

The Planning Department has reviewed the proposed Ordinance and has provided a memorandum finding that the proposed Ordinance is consistent with the Comprehensive Plan (Attachment #3).

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# Planning Commission Recommendation

The Planning Commission conducted a Public Hearing on June 2, 2015 to consider the proposed Ordinance. On May 31 and June 2, 2015, prior to the Planning Commission's Public Hearing, staff received comments from the Friends of Lake Jackson that included recommended revisions and clarifications to the proposed Ordinance. The recommended revisions noted were primarily minor errors in the document. Ultimately, the Planning Commission found the proposed Ordinance consistent with the Comprehensive Plan and recommended the Board approve the proposed Ordinance, provided the following eight recommended revisions were addressed in the Ordinance:

- 1. Remove of the word "conforming" from the fourth paragraph of the District Intent of Lake Protection;
- 2. Move Campgrounds and Recreational Vehicle Parks from the list of Restricted Uses to Prohibited Uses in Lake Protection;
- 3. Revise the title of the LPN district, currently identified as "Lake Protection Node Zoning District," and remove the words "Zoning District;"
- 4. Revise subsection 2.b. of the LPN district to remove the word "only" and replace with "generally;"
- 5. Revise the list of Prohibited Uses in the LPN district to include motor vehicle tracks and outdoor gun ranges;
- 6. Revise the use category title in subsection 7 of the LPN district from "non-residential and community facilities" to "non-residential and community <u>and recreational</u> facilities";
- 7. Revise General Note #4 of the LPN district to remove "commercial site location standards (section 10-6.619)" from the sentence;
- 8. Revise Exhibit "D" of the LPN district located at Bull Headley and Bannerman Roads to extend the northern boundary of the properties eligible for LPN rezoning to include the majority of the property identified by Parcel Identification #14-08-20-407-003-0 and illustrated Attachment #2.

Staff supports the Planning Commission's recommendations numbered 1-7 as outlined. These revisions have been incorporated into the proposed Ordinance. Recommendation 8 will be incorporated into the proposed Ordinance upon Board's approval of the revised Exhibit "D."

Additionally, the Planning Commission considered and discussed a proposed revision from Pam Hall who requested that development standards be included for community services and recreational facilities within the Lake Protection district. She also requested that design standards be included for lighting and signage for the Lake Protection district. The Planning Commission recommended that these more substantial revisions be brought back at a later date as an amendment to the Lake Protection zoning district.

As a result, staff is requesting Board approval to proceed with the review of including additional standards for community services and recreational facilities, as well as design standards for lighting and signage within the Lake Protection district. Should the Board direct staff to move forward with drafting these revisions, staff would continue to work with Mrs. Hall and the Friends of Lake Jackson to draft the appropriate language. The request to include these additional standards would require consideration by the DSEM Citizen's User Group as well as a consistency review by the Planning Commission at a Public Hearing and ultimate consideration by the Board at two Public Hearings.

# Public Notification

The Public Hearing has been publicly noticed, consistent with the requirements of Florida Statutes (Attachment #4).

# **Options:**

- 1. Conduct the second and final Public Hearing and adopt a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District (Attachment #1), including the revised Exhibit "D" (Attachment #2).
- 2. Direct staff to proceed with the review of additional development standards for community services and recreational facilities, as well as design standards for signage and lighting for the Lake Protection district.
- 3. Conduct the second and final Public Hearing and do not adopt a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District.
- 4. Board direction.

#### **Recommendation:**

Options #1 and #2.

#### Attachments:

- 1. Proposed Ordinance
- 2. Recommended Revision to Exhibit "D"
- 3. Consistency Memorandum from the Planning Department dated May 15, 2015
- 4. Public Notice

I. Land Use

Museums Water Treatment Plants
Postal Facilities Water Wells

\*Includes services and uses provided by private entities that are commonly located at commercial service airports.

# Policy 2.2.17: [L]

UNIVERSITY TRANSITION (REV. EFF. 12/14/04; REV. EFF. 7/26/06; RENUMBERED 3/14/07; REV. EFF. 1/7/10)

The University Transition land use category may only be applied through amendment to the Future Land Use Map to lands located generally within the rectangle created by the Florida State University main campus and Florida A & M University, Tallahassee Community College/Lively Technical Institute campuses and Innovation Park. Specifically, lands lying west of South Adams Street, South of West Tennessee Street, north of Orange Avenue and adjoining Innovation Park and Tallahassee Community College to the east. It is intended to be a compact land use category that provides higher density residential opportunities near the campuses, serving both to provide opportunities for student housing near the universities and to protect existing residential neighborhoods located away from the campuses from student housing encroachment. However, it is not intended that this category be applied in a manner that would encourage or facilitate the premature conversion of existing viable single-family residential neighborhoods. The category is intended to transition from present industrial and lower density residential uses to those more compatible with vibrant urban areas and shall remain within a compact area located in close proximity land owned by the universities and existing areas designated as University Transition.

Higher density residential redevelopment of up to 50 DU/AC is allowed to provide housing for students and close in housing opportunities to the downtown for professionals. Retail commercial limited to a smaller scale classification to provide essential services to immediate residents and ancillary needs of universities such as book stores and photo copying establishments may be permitted. State and private offices properly designed and scaled to surrounding uses may be permitted as well as central parking facilities, artistic studios and workshops. Restaurants, movie theaters, lounges and other entertainment commercial uses shall be permitted as commercial. Development regulations which allow flexibility in their design and operation to permit such uses as outdoor cafe and gardens shall be incorporated into zoning code. Pedestrian pathways and access systems shall be designed to connect universities, downtown, civic/arts center, and residential and commercial areas to cut down on dependence of automobile travel. Design controls shall be employed to provide land use compatibility by offsetting potential negative impacts.

The areas within the Gaines Street Revitalization Plan Study Area will have up to 100 DU/AC.

# Policy 2.2.18: [L]

LAKE PROTECTION

(REV. EFF. 12/22/95; REV. EFF. 7/26/06; RENUMBERED 3/14/07; REV. EFF. 7/14/14; REV. EFF. 7/6/15)

#### INTENT

Lake Jackson, designated both an Outstanding Florida Water (OFW) and Aquatic Preserve, is one of the most unique waterways in Florida. Historically, the lake has suffered from water quality issues associated with rapid urbanization and

large-scale roadway projects. Lake Jackson's water quality has improved since adoption of the Comprehensive Plan, due in large part to the adoption of stringent stormwater treatment standards and the implementation of capital projects; however, nutrient levels in the Lake remain elevated and the Lake continues to be designated "Impaired" by the Florida Department of Environmental Protection.

The intent of the Lake Protection category is to ensure that development within the Lake Jackson basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality. The Lake Protection category is the basis for regulation and, where appropriate, limitation of development and redevelopment of land within the Lake Jackson Basin. The bounds of this category are to be the Lake Jackson basin boundary adjusted to include contributing watersheds but excluding existing, more intensely developed areas south of Interstate 10 and areas outside the Urban Service Area.

### ALLOWABLE USES, DENSITIES, AND INTENSITIES

### 1. Residential

The Lake Protection category shall allow for residential uses at a base density of one (1) dwelling unit per two (2) gross acres. To encourage compact and efficient development, two

density bonus options are available for properties within the category:

- i) A residential density of up to two (2) dwelling units per gross acre may be permitted within developments designed as a Clustered Subdivision.
- ii) A residential density of up to eight (8) dwelling units per gross acre may be permitted within the Lake Protection Node (LPN) zoning district.

### 2. Mixed-use & Non-residential

Non-residential and mixed-use development (including, but not limited to, office and commercial uses) within the Lake Protection category may only be permitted within areas designated with the Lake Protection Node (LPN) zoning district. Within this district, single use, non-residential development shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per gross acre. Projects containing a vertical mixture of uses, including any combination of office, commercial and residential uses, may receive a bonus of 2,500 s.f. per gross acre, for a total of 12,500 s.f. per gross acre.

### 3. Community and Recreational Facilities

Community services, light infrastructure, and recreational uses shall be permitted within the Lake Protection (LP) and Lake Protection Node (LPN) zoning districts. Facilities

unrelated to whether the property met the requirements for the closed basin exception, any new or modified PUD application relating to the same real property shall be vested for the uses, intensities and densities of the previously approved PUD. All development within said certified closed basins approved pursuant to this provision shall be approved through the PUD amendment process, except that in unincorporated Leon County a one-into-two residential lot split exemption shall be processed according to the established County procedures instead of the PUD process.

<sup>&</sup>lt;sup>1</sup> (Leon County) Any development affecting real property located in whole or in part within the Lake Protection Future Land Use Map category west of US 27 North for which an initial Planned Unit Development Concept or Final Development Plan was approved before January 1, 2005 shall be vested for all uses, intensities and densities set forth in the PUD Concept Plan Ordinance. Said PUD shall be entitled to rely on the closed basin exemption previously set forth in this section if the Commission determined prior to January 1, 2005 that the PUD met the requirements for such closed basin exceptions and that such determination has not been overturned by a court of competent jurisdiction at the time vested rights are sought under this provision. If a court of competent jurisdiction invalidates such a PUD due to reasons

associated with these uses shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per gross acre.

### SPECIAL CONDITIONS

The following special conditions shall apply to the Lake Protection Future Land Use category:

- 1. The Lake Protection Node zoning district shall only be permitted at the following intersections:
  - Highway 27 North and Sessions Road
  - Highway 27 North and Capital Circle NW/Old Bainbridge Road
  - Highway 27 North and Fred George Road
  - Bannerman Road and Bull Headley Road

The exact extent of these Nodes shall be specified in the City of Tallahassee and Leon County land development regulations, but generally shall not extend beyond ¼ mile from the respective intersection and shall not include areas within a Special Development Zone (SDZ) or existing single-family subdivisions.

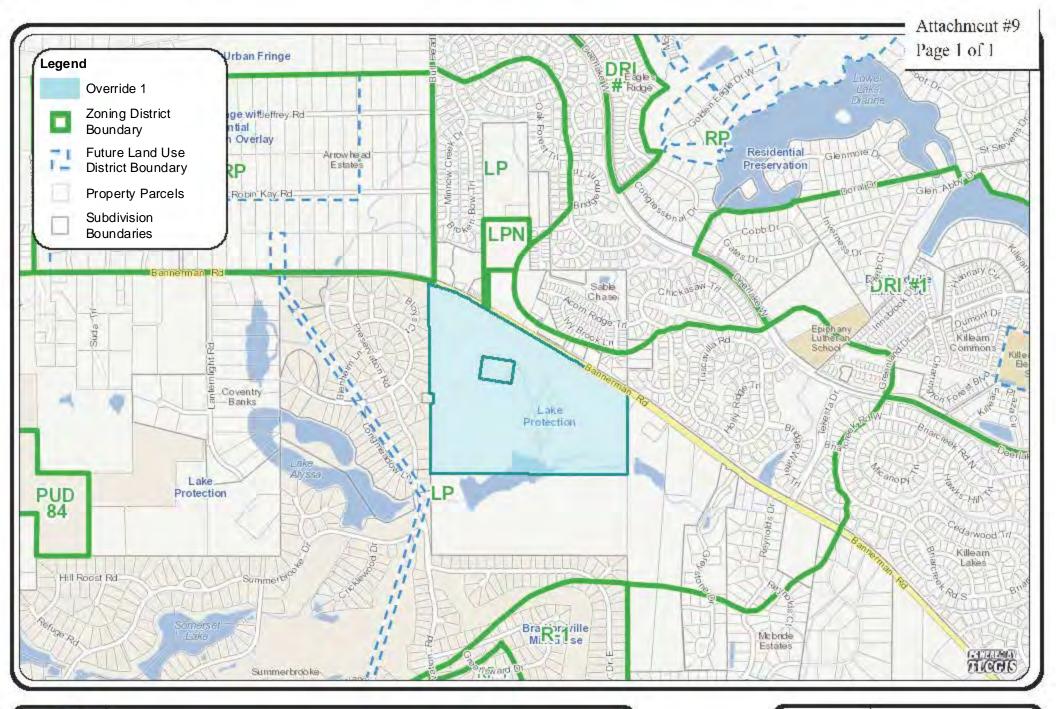
- 2. As an alternative to large-lot developments, Clustered Subdivisions shall be permitted within the Lake Protection zoning district. Clustered Subdivisions shall:
  - Contain a minimum of 60% contiguous open space preserved in perpetuity and comprised of such things as preservation and conservation features, Special Development Zones, undeveloped uplands, passive recreation areas, and storm water facilities designed as a community amenity;
  - Be developed at a maximum density of two (2) dwelling units per gross acre; and,
  - Be served by central water and sewer systems.

- 3. A volume control based stormwater treatment standard shall be required for all development and redevelopment within the Lake Protection land use category. This standard shall ensure that runoff volumes in excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm. To encourage redevelopment in the Lake Protection category, a partial credit may be applied toward existing impervious surface on previously developed sites.
- 4. Additional development standards deemed necessary to protect Lake Jackson from further degradation and/or improve existing water quality may be included in the land development code.
- 5. Existing, lawfully established, non-residential uses within the Lake Protection land use category that are compatible with surrounding uses and meet all water quality standards for the Lake Jackson Basin shall be considered permitted uses.

### Policy 2.2.19: [L]

LAKE TALQUIN-RECREATION/URBAN FRINGE\* (Rev. Eff. 8/17/92; Rev. Eff. 7/26/06; RENUMBERED 3/14/07)

This is a category that is specific to the eastern shore area of Lake Talquin north of State Highway 20. This area has unique characteristics in that it has developed to a large extent with weekend or vacation homes along the lake. This category is intended to allow one unit per three acres or one unit per acre if the development is clustered on 25% of the site. This is intended to protect environmentally sensitive areas until the critical areas study is completed.





### **Land Information Map**

### **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.



Scale:

Not To Scale:

Date Drawn:

Tallahassee/Leon County GIS Management Information Services Leon County Courthouse 301 S. Monroe St, P3 Level Tallahassee, Fl. 32301

Poste 650/600/675202018
February 16, 2018 | http://www.tlogic.com http://www.tlcgis.org

## **SCHOOL IMPACT ANALYSIS FORM**

Agent Name: Greenman-Pedersen, Inc.	· ·				
Applicant Name: Cawthon Family Properties, LLC					
Address: 2504 Hariman Circle Tallahassee, FL 32308	Telephone: 668-5211 Fax:				
raliariassee, FL 32300	Fax: Email:				
	Lilian.				
① Location of the proposed Comprehensive Plan A	mendment or Rezoning:				
Tax ID #: 14-08-20-408-0000 & 14-08-20-409-0000 (30.9 +/- ac)  Property address: 1665 Bannerman Road  Related Application(s):					
② Type of requested change (check one):					
<ul> <li>□ Comprehensive plan land use amendment that permits residential development.</li> <li>□ Rezoning that permits residential development.</li> <li>□ Nonresidential land use amendment adjacent to existing residential development.</li> <li>□ Nonresidential rezoning adjacent to existing residential development. *</li> </ul>					
③ Proposed change in Future Land Use or Zoning	classification:				
Comprehensive plan land use From:	To:				
Zoning From: <u>Lake Protection (LP)</u> To: <u>Lake Protection</u>	otection Node (LPN)				
Planning Department staff use only:					
Maximum potential number of dwelling units per	mitted by the request:				
Number of dwelling units: 8 du per acre max 247 Units Type(s) of dwelling units: single-family detached, single family attached, multi-family residential and mixed-use development.					
Leon County Schools staff use only:					
School concurrency service areas (attendance zones) in which property is located. School Board approved at the February 27, 2018 meeting.					
Elementary: Hawks Rise Mi	ddle: Deerlake High: Chiles				
Present capacity148	_364 126				
Post Development capacity100	_ 343				

Calculations based on maximum possible students-single family<1000 base square feet

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.





# Notice of an Amendment to the Official Zoning Map

Notice is hereby given that the Leon County Board of County Commissioners will conduct a public hearing on Tuesday, April 10, 2018, at 6 pm, at the County Commission Chambers, 5th Floor, Leon County Courthouse, Tallahassee, Florida to consider adoption of an ordinance entitled to wit:

### 1665 BANNERMAN ROAD LPN ORDINANCE NO. 18-

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE LP LAKE PROTECTION ZONING DISTRICT TO THE LPN LAKE PROTECTION NODE ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Board of County Commissioners proposes to adopt an ordinance changing the zoning on the properties indicated on the above map which lies in unincorporated Leon County. The application is on file at the Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center and may be reviewed between 8:00 A.M. and 5:00 P.M. For further information please call 891-6400.

You are hereby notified in accordance with Chapter 286.0105, Florida Statutes, should you decide to appeal any decision made by the Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearing reference to above, you may need to ensure that verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is based.

DisplayCountyAd041018







### NOTICE OF PROPOSED REZONING AND A CHANGE IN THE USE OF LAND

The Tallahassee-Leon County Planning Department has received an application for REZONING for the property identified on the reverse side of this notice. If this rezoning application is approved, it will change the uses and/or development intensities allowed on the subject parcel(s). This rezoning will not change the future land use plan map designation for the subject properties.

Project Name: 1665 Bannerman Road (LRZ180001)

Property Tax ID#: 14-08-20-408-0000 and 14-08-20-409-0000

Project Location: The subject property is located on the south side of Bannerman Road,

approximately 89.4 feet south of its intersection with Bull Headley Road.

Project Area: 101.65± acres

Project Description: From: Lake Protection (LP) Low density residential, passive and active

recreation, community services, minor offices, and minor commercial

To: Lake Protection Node (LPN) residential, non-residential, and mixeduse development utilizing urban services. Non-residential development

allowed within this district is limited to office, retail, services, and community facilities. The LPN district also allows certain community

and recreational facilities related to residential uses.

Applicant: Greenman-Pedersen, Inc.

The Tallahassee-Leon County Planning Commission will hold a public hearing on this request on March 6, 2018 at 6:00 P.M. in the Conference Room, 2nd floor, Frenchtown Renaissance Center. The purpose of this hearing is for the Planning Commission to receive public input on the application and to render and forward a recommendation on the application to the City or County Commission as applicable. Speakers are requested to limit their presentations on the proposed rezoning to 3 minutes. For a City project, persons with standing may file a petition for quasi-judicial proceedings within fifteen (15) calendar days from the date on which the decision is rendered, in accordance with the bylaws of the Planning Commission and the City of Tallahassee Land Development Code (for a decision on a City of Tallahassee Type C application, persons with standing may file a petition for quasi-judicial proceedings within 30 days from the date the decision is rendered). For a County project, persons with standing may file a petition for quasi-judicial proceedings within fifteen (15) calendar days of the date of publication of notice of the Planning Commission Public Hearing on the application in the Tallahassee Democrat, in accordance with the bylaws of the Planning Commission and the Leon County Land Development Code. To be valid, a petition for formal proceedings must satisfy the requirements of the Planning Commission bylaws and must be timely filed. Copies of the bylaws are available from the Planning Department, 3rd floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida at a reasonable cost. Further information regarding formal proceedings is available from the Planning Commission Clerk, Planning Department, at (850) 891-6400.

The Board of County Commissioners is tentatively scheduled to hold a public hearing on this request on April 10, 2018 at 6:00 P.M. in the County Commission Chambers, 5th floor, Leon County Courthouse. The Board of County Commissioners will render a decision on the rezoning application at the public hearing unless a subsequent time certain is set by the Board of County Commissioners. These meetings are open to the public and public input will be accepted. Please monitor the date of the hearing at <a href="http://cms.leoncountyfl.gov/coadmin/agenda/">http://cms.leoncountyfl.gov/coadmin/agenda/</a> as the actual date is subject to change.

You are hereby notified in accordance with Chapter 286.0105, Florida Statutes, that should you decide to appeal any decision made by the Planning Commission and Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearings referred to above, you may need to ensure that a verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is to be based.

The Florida Land Use and Environmental Dispute Resolution Act provides an opportunity for an owner of property who believes that a development order is unreasonable or unfairly burdens the use of his real property to apply for a special master proceeding. Owners of real property contiguous to the site will be provided a copy of any such request for a special master proceeding filed with the Planning Department. Any substantially affected party who submits oral or written testimony of a substantive nature which states with particularity objections to or support for any development order at issue may also receive a copy of any request filed under the Florida Land Use and Environmental Dispute Resolution Act by filing a written request for such copy with Planning Commission Clerk, Planning Department, 3<sup>rd</sup> floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, FL 32301.

hearing. The phone number for the Planning Department is (850) 891-6400. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

If you have specific concerns that you may wish to have considered addressing factors that are unique to this area of the County, you may wish to submit written comments in response to this notice. These written comments will be presented to the Planning Commission and Board of County Commissioners.

The form below is for your convenience and may be returned to <u>Jiwuan Haley</u>, Tallahassee-Leon County Planning Department, 3<sup>rd</sup> floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida 32301. The fax number for the Planning Department is (850) 891-6404. The Planning Department phone number is (850) 891-6400.

PLANNING DEPARTM	ENT					
(LRZ180001)						
I/We as owner(s) of Lot _	, Block	of the Sim	MERBROOK	E		
or street address: 8107			(Subdivision)		ation to	
be considered by the Plan	ning Commission/Boa	ard of County Com	missioners: $\pm$	DO NOT	WISH	
TO GRANT A 1	REZONING OF	1665 BAN	VERMAN R	O BECA	USE THIS	Garage Tra
WILL BRING MON	E TAPFFIL TO	O THE AMER	IN AN	ALREADY	VERY (DI	VEESTED
MEA STILL DWI NHILE DECNE	Y TWO LANE	TRAFFIC,	MONE NOIS	E, POLL	UTION, AL	10 CRIME
SIGNED: WHILE	1 Balloter	W VALUE	S FOR EXIS	TING C	DUNERS	
BERT DIBANTOI	OMED -					

Bannerman Road LPN Rezoning

0 250 500 1,000 Feet





### NOTICE OF PROPOSED REZONING AND A CHANGE IN THE USE OF LAND

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Project Name: 1665 Bannerman Road (LRZ180001)

Property Tax ID#: 14-08-20-408-0000 and 14-08-20-409-0000

Project Location: The subject property is located on the south side of Bannerman Road,

approximately 89.4 feet south of its intersection with Bull Headley Road.

Project Area: 101.65± acres

Project Description: From: Lake Protection (LP) Low density residential, passive and active

recreation, community services, minor offices, and minor commercial

To: Lake Protection Node (LPN) residential, non-residential, and mixeduse development utilizing urban services. Non-residential development

allowed within this district is limited to office, retail, services, and community facilities. The LPN district also allows certain community

and recreational facilities related to residential uses.

Applicant: Greenman-Pedersen, Inc.

The Tallahassee-Leon County Planning Commission will hold a public hearing on this request on March 6, 2018 at 6:00 P.M. in the Conference Room, 2nd floor, Frenchtown Renaissance Center. The purpose of this hearing is for the Planning Commission to receive public input on the application and to render and forward a recommendation on the application to the City or County Commission as applicable. Speakers are requested to limit their presentations on the proposed rezoning to 3 minutes. For a City project, persons with standing may file a petition for quasi-judicial proceedings within fifteen (15) calendar days from the date on which the decision is rendered, in accordance with the bylaws of the Planning Commission and the City of Tallahassee Land Development Code (for a decision on a City of Tallahassee Type C application, persons with standing may file a petition for quasi-judicial proceedings within 30 days from the date the decision is rendered). For a County project, persons with standing may file a petition for quasi-judicial proceedings within fifteen (15) calendar days of the date of publication of notice of the Planning Commission Public Hearing on the application in the Tallahassee Democrat, in accordance with the bylaws of the Planning Commission and the Leon County Land Development Code. To be valid, a petition for formal proceedings must satisfy the requirements of the Planning Commission bylaws and must be timely filed. Copies of the bylaws are available from the Planning Department, 3rd floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida at a reasonable cost. Further information regarding formal proceedings is available from the Planning Commission Clerk, Planning Department, at (850) 891-6400.

The Board of County Commissioners is tentatively scheduled to hold a public hearing on this request on April 10, 2018 at 6:00 P.M. in the County Commission Chambers, 5<sup>th</sup> floor, Leon County Courthouse. The Board of County Commissioners will render a decision on the rezoning application at the public hearing unless a subsequent time certain is set by the Board of County Commissioners. These meetings are open to the public and public input will be accepted. Please monitor the date of the hearing at <a href="http://cms.leoncountyfl.gov/coadmin/agenda/">http://cms.leoncountyfl.gov/coadmin/agenda/</a> as the actual date is subject to change.

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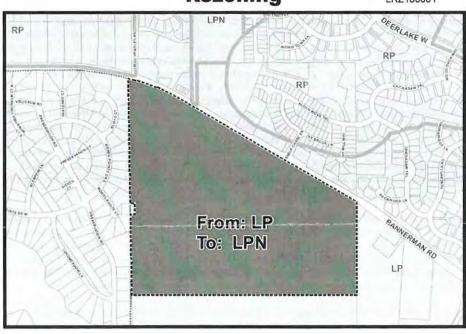
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# PLANNING DEPARTMENT (LRZ180001)

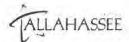
	(LRZ180001)
	I/We as owner(s) of Lot, Block of the SABLE CHASE
	or street address: 8309 IVY MILL WAY (Subdivision) wish the following information to
	be considered by the Planning Commission/Board of County Commissioners:
	CONSIDER KEEPING THE LP ZONING IN PLACE.
	TRAFFIC HAS BECOME AS ERIOUS, CONCERN ON
1	BANKER MAN ROAD, ZONE SHOULD BE NO DIFFERENT
	SIGNED: 1 1 A THAN IMPORTE AREA WITH
A	- ETHORNE IN LOW CENTRECISE.
1	2 FEB 2018 General Location Map

Bannerman Road LPN Rezoning

LRZ180001



0 250 500 1,000 Feet





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1665 Bannerman Road (LRZ180001)

Property Tax ID#:

14-08-20-408-0000 and 14-08-20-409-0000

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Project Area:

30.9± acres

Project Description: From: Lake Protection (LP) Low density residential, passive and active

recreation, community services, minor offices, and minor commercial

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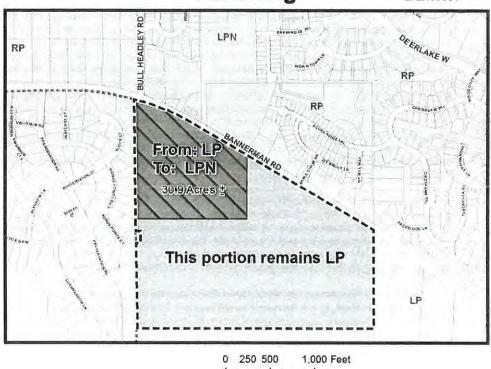
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PLANNING DEPARTMENT (LRZ180001)	
I/We as owner(s) of Lot 18, Block D of the Salte or street address: 1865 Acorn Ridge Trail be considered by the Planning Commission/Board of County Commis	(Subdivision)
be considered by the Planning Commission/Board of County Commis	sioners:
SIGNED: 13	
General Location Map	

**Bannerman Road LPN** Rezoning

LRZ180001



Leon County Planning Commission/Department c/o Jiwuan Haley 435 N. Macomb Street, 3<sup>rd</sup> Floor Tallahassee, FL 32301

re: Revised Notice: Project Name: 1665 Bannerman Road (LRZ1800001)

To Whom It May Concern (c/o Jiwuan Haley):

It is of great concern, as a resident of the area that will be directly impacted, that this zoning change not be granted at this time, considering the lack of action on behalf of the County in response to other recent development decisions.

In recent years, the County has approved a toll road to be built at one end of Bannerman Road (thereby increasing County revenues), as well as a significant addition to the existing commercial infrastructure located at the opposite end of Bannerman Road (also resulting in an increase in County revenues). As a consolation to those in the area and as a response to the predicted increase in roadway motor vehicle usage, residents were informed that Bannerman Road would be enhanced to accommodate the influx in traffic.

Those predictions have come true and, unfortunately, it would appear this plan for **responsible growth** has been scrapped. Plans were developed and options proposed, but no action was taken. There is no visible activity to signify that there exists any intent to act on behalf of the County. With no additional lanes (or, alternative options of adding turn lanes) to alleviate the excess of traffic, above and beyond previously experienced, the congestion on this increasingly pass-through roadway has dramatically increased.

As such, without action by the County in response to the existing conditions, it would be advised to refuse the further development of the area, which would only further disregard and act to the detriment of the needs and desires of the community the Board of County Commissioners is elected and tasked to serve – clearly indicating a counter-preference in favor of the coffers of the County.

There is certainly agreement on room for growth and development along Bannerman Road, but not at the further expense of the value and sustainability of the community.

Thank you for your consideration of these comments.

Regards,

Benjamin Browning

Lot 18, Block D, of the Sable Chase Subdivision





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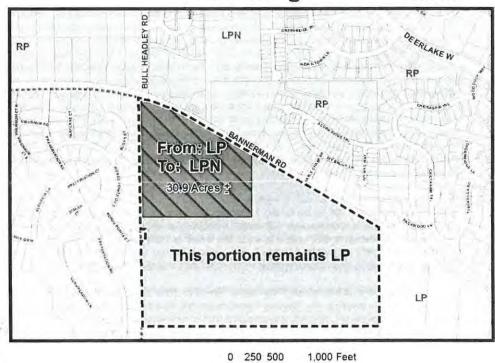
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### PLANNING DEPARTMENT

(LRZ180001)
I/We as owner(s) of Lot 3, Block A of the Chastain Manor (Subdivision)
or street address: 8 744 Green ridge Lane wish the following information to
be considered by the Planning Commission/Board of County Commissioners:
building Out here, It's too crowded,
+00 many houses, I like looking but my
Windows and seeing GREEN TREES-, GTOP
SIGNED: Medel Sent this of Dusting 1
60 build at the port
General Location Map

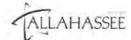
# Bannerman Road LPN Rezoning

LRZ180001



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PLANNING DEPARTMENT

(LRZ180001)

I/We as owner(s) of Lot \_\_\_\_\_, Block

of the Summerbro

or street address: 8077 Long meadow & r wish the following information to be considered by the Planning Commission/Board of County Commissioners:

Wilhout Willering of Barnerman Rd

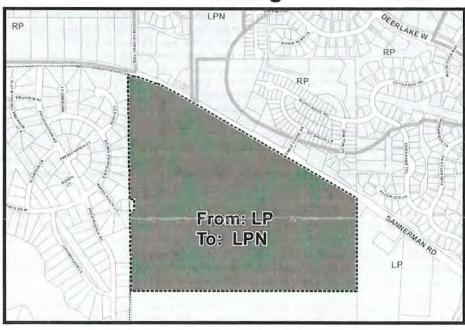
meller

SIGNED:

**General Location Map** 

Bannerman Road LPN Rezoning

LRZ180001



0 250 500 1,000 Feet

SOID LED S3 & 4: 21

### Perrine, Beth

From: Ldsmom02@gmail.com

Sent: Sunday, February 25, 2018 6:56 PM

**To:** Perrine, Beth **Cc:** Calhoun, Sherri

Subject: Citizen Comments Submission from Talgov.com for Tallahassee-Leon County Planning Commission

### Citizen Comments Submission from Talgov.com for Tallahassee-Leon County Planning Commission

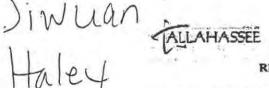
Name: Michelle J. Newman

Address: 6015 Quail Ridge Drive

City: Tallahassee State: Florida Zip: 32312

Email Address: Ldsmom02@gmail.com

Comments: Please be advised that those of us living in the area of Bull Headley and Bannerman are not interested in having more businesses at this intersection. Neither are we interested in the constant development of high density housing without any change to infrastructure. If you aren't going to build more schools NOW or widen meridian NOW then don't change the zoning. And we don't need anymore mattress shops or dentists either. You can't keep the current new strip malls filled. No one wants this. Don't be as corrupt as those who allowed the Brookside Development to go through.





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Greenman-Pedersen, Inc.

The Tallahassee-Leon County Planning Commission will hold a public hearing on this request on March 6, 2018 at 6:00 P.M. in the Conference Room, 2rd floor, Prenchtown Renalissance Center. The purpose of this hearing is for the Planning Commission to receive public input on the application and to render and forward a recommendation on the application to the City or County Commission as applicable. Speakers are requested to limit their presentations on the proposed rezoning to 3 minutes. For a City project, persons with standing may file a perition for quasi-judicial proceedings within fifteen (15) calendar days from the date on which the decision is rendered, in accordance with the bylaws of the Planning Commission and the City of Tallabassee Land Development Code (for a decision on a City of Tallahassice Type C application, persons with standing mity file a petition for quasi-judicial proceedings within 30 days from the date the decision is rendered). For a County project, persons with standing may file a petition for quasi-judicial proceedings within fifteen (15) calendar days of the date of publication of notice of the Planning Commission Public Hearing on the application in the Tallahassee Democrat, in accordance with the bylaws of the Planning Commission and the Leon County Land Development Code, To be valid, a petition for formal proceedings must satisfy the requirements of the Planning Commission bylaws and must be timely filed. Copies of the bylaws are available from the Planning Department, 3<sup>nd</sup> floor, Prenchown Remaissance Center, 435 N. Macomb Street, Tallabassoe, Florido at a reasonable cost. Further information regarding formal proceedings is available from the Planning Commission Clerk, Plemning Department, at (850) 891-6400.

The Board of County Commissioners is tentatively scheduled to hold a public hearing on this request on April 10, 2018 st 6:00 P.M. in the County Commission Chambers, 5th floor, Leon County Courthouse. The Board of County Commissioners will render a decision on the rezoning application at the public hearing unless a subsequent time certain is set by the Board of County Commissioners. These meetings are open to the public and public input will be accepted. Please monitor the date of the hearing at http://cros.leoncounty/D.gov/coadmin/agenda/ as the actual date is subject to change

You are hereby notified in accordance with Chapter 286.0105. Florida Statutes, that should you decide to appeal any decision made by the Planning Commission and Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearings referred to above. you may need to ensure that a verbatim record of the proceedings is made. Such a record shall include the lestimony and evidence upon which the appeal is to be based.

The Florida Land Use and Environmental Dispute Resolution Act provides an opportunity for an owner of property who believes that a development order is unreasonable or unfairly burdens the use of his real property to apply for a special master proceeding. Owners of real property contiguous to the site will be provided a copy of any such request for a special master proceeding filed with the Planning Department. Any substantially affected party who submits oral or written testimony of a substantive nature which states with particularity objections to or support for any development order at issue may also receive a copy of any request filed under the Florida Land Use and Environmental Dispute Resolution Act by filing a written request for such copy with Planning Commission Clerk. Planning Department, 3rd floor, Frenchtown Renaissance Conter, 435 N. Macomb Street, Tallahassec, FL 32301.

If you have a disability requiring accommodations, please call the Tallakasiee-Leon County Planning Department at least forty-eight (48) hours (excluding weekends and holidays) prior to the heaving. The phone number for the Planning Department is (850) 891-6400. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

If you have specific concerns that you may wish to have considered addressing factors that are unique to this area of the County, you may wish to submit written comments in response to this notice. These written comments will be presented to the Planning Commission and Board of County Commissioners.

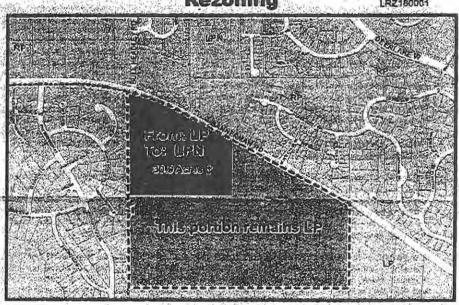
The form below is for your convenience and may be returned to <u>Jiwan Haley</u>. Tallahossee-Leon County Planning Department, 3<sup>rd</sup> floor, Frenchtown Renaissance Center, 435 N. Macorib Street, Tallahassee, Florida 32301. The fax number for the Planning Department is (850) 891-6408. The Planning Department phone number is (850) 891-6400.

PLANNING DEPARTMENT

(LRZ180001) The ne comer(R) of Lot wish the following information to - Bannerman Rd

> Bannerman Road LPN Rezoning

LRZ180001



250 500 1,000 Feet

### Perrine, Beth

From: Bryant, Cherie (Planning)

**Sent:** Monday, March 05, 2018 1:40 PM

**To:** Perrine, Beth; Snyder, Russell; Haley, Jiwuan

**Subject:** FW: Bannerman Road LPN

Please make sure the Planning Commissioners see this, as requested, and include it in the record. A few more on the way.

From: Bryan Desloge [mailto:DeslogeB@leoncountyfl.gov]

Sent: Monday, March 05, 2018 11:38 AM

To: frank.pugh

Cc: Long, Vince; McDevitt, David; Bryant, Cherie (Planning); Tedder, Wayne

Subject: Re: Bannerman Road LPN

Frank, it is not yet in front of the County Commission so I have no jurisdiction over it. It's my understanding the rezoning request will be heard before the Planning Commission tomorrow at 6:00 p.m. I'm forwarding your email to Planning Department Director with the request that she insure the Planning Commission members see your email and that it be included as a part of the public record. Thanks for thinking of me. Hope you enjoyed the weekend and that all is well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> "frank.pugh" < <a href="mailto:rank.pugh@comcast.net">frank.pugh@comcast.net</a> 3/5/2018 10:05 AM >>>

Mr. Desloge, please consider deferring or delaying approval for the Bannerman Road LPN rezoning until the developers disclose the intended use of the property to the public. I believe that we should have a say in what specifically goes into or adjacent to our neighborhood.

Sent from my Verizon, Samsung Galaxy smartphone

### Perrine, Beth

**From:** Bryant, Cherie (Planning)

**Sent:** Monday, March 05, 2018 1:41 PM

**To:** Perrine, Beth; Snyder, Russell; Haley, Jiwuan **Subject:** FW: Bannerman Road LPN Rezoning

**From:** Bryan Desloge [mailto:DeslogeB@leoncountyfl.gov]

Sent: Friday, March 02, 2018 12:17 PM

To: fbdd@comcast.net

Cc: Long, Vince; McDevitt, David; Rosenzweig, Alan; Bryant, Cherie (Planning)

Subject: Re: Bannerman Road LPN Rezoning

Fred, I believe this is before the Zoning Board at this time and has not yet come to the County Commission. I'm forwarding your email to our Growth Management Department with the request that your email be entered as a part of the public records. Thanks for the feedback.

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> "Fbredrick B. Dunphy" <<u>fbdd@comcast.net</u>> 3/2/2018 11:47 AM >>> Dear Commissioners,

I am a resident of SummerBrooke in the City of Tallahassee. I am concerned about the proposed rezoning of a 30+ acre plot of land with frontage on Bannerman Road (Project name: 1665 Bannerman Road – LRZ180001).

As a resident in the area that is adjacent to this project I have concerns about the environmental impact on our residential community. These concerns are increased traffic flow on Bannerman Road, increased light pollution, possible high density residential construction, the impact on the lakes in SummerBrooke (I live on Long Leaf Pond) and the effect in the Golf Club at SummerBrooke which now is enjoying a resurgence in condition and usage.

I wanted to let you know that as a resident of Leon County and a home owner in SummerBrooke, I oppose this change in Zoning from Lake Protection to Lake Protection Node. It seems to me that the designation of Lake Protection is just that, to

protect lakes and a diminution of the zoning will certainly result in less protection of our lakes.

I urge you to continue to protect the lakes of SummerBrooke as well as numerous other lakes in the vicinity. Thank you for your consideration in this matter. If I can be of further assistance please do not hesitate to contact me.

Sincerely,

Fred Dunphy 1201 Wax Wing Court Tallahassee, FL 32312 (850) 894-8444

### Perrine, Beth

**From:** Bryant, Cherie (Planning)

**Sent:** Monday, March 05, 2018 1:41 PM

**To:** Perrine, Beth; Snyder, Russell; Haley, Jiwuan

**Subject:** FW: Rezoning of Bannerman Road

**From:** Bryan Desloge [mailto:DeslogeB@leoncountyfl.gov]

Sent: Monday, March 05, 2018 11:16 AM

To: Long, Vince; McDevitt, David; Morris, Ken; Rosenzweig, Alan; Bryant, Cherie (Planning); Tedder, Wayne;

beneshj@yahoo.com

Subject: Re: Rezoning of Bannerman Road

Thank you for contacting me about this project, Janet, but it is not yet before the County Commission. It's my understanding that it is being discussed by the Planning Commission. We have no jurisdiction at this time, but I'm forwarding your email to their attention with the request that it be entered into the public record for all to see. When and if it does come to the County, I'll take your comments into consideration in my deliberations. Hope you enjoyed the weekend and that all is well with you. Have a good day.

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Janet Benesh <beneshi@yahoo.com> 3/4/2018 11:47 AM >>>

- There wasn't a site plan included so it's unknown what type of development will be proposed and what impact there will be on the adjacent properties if it is rezoned.
- Increased traffic and concerns that a connection into SummerBrooke will be made.
- Runoff from development could impact the lakes negatively.
- The impact additional development will have on local schools, parks and the community.

### Commissioner Desloge,

Above are my concerns as a Summerbrooke resident for the hearing on the proposed rezoning application submitted by Greenmen-Pedersen Inc. Any retail and or residential plans for this land portion will be detrimental to the overall congested areas already along Bannerman road. Rush hour traffic, roads only partially four lane, school population already exceeding their limits provide reason enough for a rejection of this proposed new rezoning and any potential development plans. The existing growth of retail establishments on Bannerman and the new large residential developments on Ox Bottom will overwhelm the Northeast soon enough. More retail and residential plans need to stop and rejecting the zoning proposal will go a long way in helping that happen.

Please accept these comments for the Planning Commission and the Board of County Commissioners,

Thank you very much.

Sincerely,

Jan Benesh 428 Summerbrooke Dr Tallahassee, Fl 32312

### Perrine, Beth

**From:** Bryant, Cherie (Planning)

**Sent:** Monday, March 05, 2018 1:41 PM

**To:** Perrine, Beth; Snyder, Russell; Haley, Jiwuan

**Subject:** FW: 1665 Bannerman Road

**From:** Bryan Desloge [mailto:DeslogeB@leoncountyfl.gov]

Sent: Monday, March 05, 2018 11:27 AM

To: pnlangdon@comcast.net

Cc: Long, Vince; McDevitt, David; Morris, Ken; Rosenzweig, Alan; Bryant, Cherie (Planning); Tedder, Wayne

Subject: Re: 1665 Bannerman Road

Phillip, it is not yet in front of the County Commission so I have no jurisdiction over it. It's my understanding the rezoning request will be heard before the Planning Commission tomorrow at 6:00 p.m. I'm forwarding your email to Planning Department Director with the request that she insure the Planning Commission members see your email and that it be included as a part of the public record. Thanks for thinking of me. Hope you enjoyed the weekend and that all is well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Phillip Langdon <<u>pnlangdon@comcast.net</u>> 3/5/2018 9:41 AM >>> Mr. Desloge,

My name is Phillip Langdon and I recently moved into SummerBrooke about 1 year ago and am very concerned about this proposal to rezone the property on Bannerman Road.

My number one concern is the traffic on Bannerman Road. Bannerman is already very busy throughout the day and I believe intentionally adding even more cars to Bannerman Road would be a mistake. If you have not driven down this road during rush hour I encourage you to take a ride at 7:00 am or 5:00 pm to see what we already deal with every day. If this rezoning takes place and the 31 acres turns into an apartment complex with another 350+ homes you are adding another 1,000+ cars to this road with no answer for the congestion in the near future.

I know there has not been a site plan proposed so we do not know what would go in there, but with the new zoning such things as a car wash, grocery store, auto parts store and a large restaurant are all possible with the rezoning. This area is not suited for the area and properties and I would ask what you would do if they proposed something of this sort in your backyard.

Another thing that I'm not sure was completely thought about was the runoff from the new construction. We have 2 lakes, one of them on the said property with a connection to a SummerBrooke. These lakes are thriving in our community. We have ducks and geese that come to our lakes and an abundance of fish that are very healthy. If you add new construction with chemicals and pollution, we will loose that environment that our community cherishes.

Lastly, has anyone done a study about how full the schools are in the area? Would adding a large amount children to the current school zone add even more stress to the schools in this area?

I moved to this part of town because there were not large multifamily complexes and this new rezoning threatens the quaint lifestyle that the people of SummerBrooke have come to love. Please think of this as if it were your backyard and stop this rezoning.

This node is obviously misplaced and honestly I believe there was not adequate thought or research done.

Thank you for listening,

Phillip Langdon PA-C, MPAS Tallahassee Memorial Healthcare Bixler Emergency Department

### Haley, Jiwuan

From: Marcia Collins <ezj9904@att.net>
Sent: Tuesday, March 06, 2018 10:35 AM

**To:** Haley, Jiwuan

**Subject:** Proposed Rezoning and Change in Land Use

I am the owner of 8742 Greenridge Ln and request that the following information be considered by the Planning Commission/Board of County Commissioners in the proposed rezoning of the property identified as 1665 Bannerman Road (LRZ180001).

I strongly oppose the rezoning to LPN. Traffic congestion on Bannerman road is already a problem. It has increased greatly since the opening of the toll road (at Bannerman/Meridian) and Bannerman Crossing (at Bannerman/Thomasville). This roadway has not been improved to alleviate the current traffic and the proposed rezoning will add an even greater burden.

Also, more retail development is not needed. Current strip malls sit empty. More residential single family and multi residential development will severely impact our already filled to capacity schools.

Keep the current zoning of LP in place.

Sincerely,

Marcia Collins 8742 Greenridge Ln

Sent from my iPad



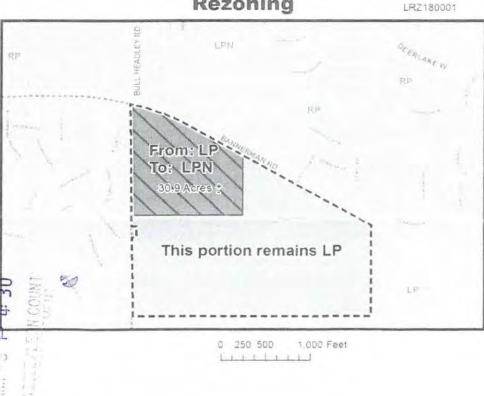
If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least forty-eight (48) hours (excluding weekends and holidays) prior to the hearing. The phone number for the Planning Department is (850) 891-6400. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

If you have specific concerns that you may wish to have considered addressing factors that are unique to this area of the County, you may wish to submit written comments in response to this notice. These written comments will be presented to the Planning Commission and Board of County Commissioners.

The form below is for your convenience and may be returned to <u>Jiwuan Haley</u>. Tallahassee-Leon County Planning Department, 3<sup>rd</sup> floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida 32301. The fax number for the Planning Department is (850) 891-6404. The Planning Department phone number is (850) 891-6400.

# PLANNING DEPARTMENT (LRZ180001) I/We as owner(s) of Lot 24, Block of the Summer Commercial or Summer Commission Board of County Commissioners: No vezoning or development should be approved for Commercial or vesidential land uses due to road traffic, limitations. In addition, this is zoned LP and lake degreed tion would occur. SIGNED: ADM. Audit.

Bannerman Road LPN Rezoning



RECEIVED

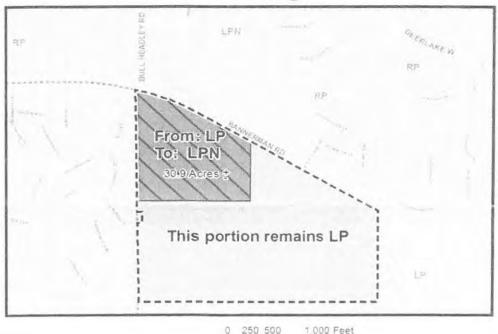
If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least forty-eight (48) hours (excluding weekends and holidays) prior to the hearing. The phone number for the Planning Department is (850) 891-6400. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

If you have specific concerns that you may wish to have considered addressing factors that are unique to this area of the County, you may wish to submit written comments in response to this notice. These written comments will be presented to the Planning Commission and Board of County Commissioners.

The form below is for your convenience and may be returned to <u>Jiwuan Haley</u>. Tallahassee-Leon County Planning Department, 3<sup>rd</sup> floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida 32301. The fax number for the Planning Department is (850) 891-6404. The Planning Department phone number is (850) 891-6400.

> Bannerman Road LPN Rezoning

LRZ180001



As a homeowner in Summerbrooke, I oppose the proposed rezoning on Bannerman Road, Project name 1665 Bannerman Road (LRZ180001). I was unable to attend the public hearing on March 6. I currently oppose the rezoning for the following reasons:

- → I could not find a site plan so I'm unsure what type of development will be proposed and what impact there will be on the adjacent properties if it is rezoned.
- → Drivers already use Summerbrooke Drive as a cut-through. I am concerned about increased traffic and that another connection into SummerBrooke will be made.
- → My home and many others are already in a flood zone. I fear flooding will increase.
- → In my opinion, runoff from development will likely impact lakes negatively.

Sincerely,

Sara Murdaugh

636 Summerbrooke Drive Tallahassee, Florida 32312

850-559-0263

COMINION WILL - 8 P 4: 11
RECEIVED

### Haley, Jiwuan

From: Desloge, Bryan

Sent: Wednesday, March 21, 2018 10:50 AM

**To:** Long, Vince

Cc: Pandjbriggs012@gmail.com; Desloge, Bryan; Holloway, Stephanie; McDevitt, David; Riggans,

LaShawn; Rosenzweig, Alan; Thiele, Herb

**Subject:** Rezoning of Properties along Bannerman Rd

**Importance:** High

Ms. Pam Briggs contacted me this morning requesting a meeting with all aides regarding the proposed rezoning of property on Bannerman Rd, specifically the 30 acres that will be brought to the County Commissioners in the next few weeks. I've indicated we would not be the appropriate individuals to discuss this project since it is quasi judicial. She would like to set up a meeting with the appropriate County/Planning Department staff and representatives of Summerbrook, McBride, Killearn Lakes and other neighborhoods in the area to discuss this rezoning project. Is there any way that the school board can also be represented at this meeting because some have concerns mainly with the overcrowding of Chiles and other schools in the area. I've advised you have indicated you will coordinate that meeting as this rezoning is quasi judicial and restricts Commissioners from taking input outside the Public Hearing at the Commission meeting. Please let Commissioner Desloge know if he may be of help in any way. Much thanks for your help with his District 4 constituents in getting their questions answered. Oh and they need this meeting prior to the agenda item coming before the Commission.



If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least forty-eight (48) hours (excluding weekends and holidays) prior to the hearing. The phone number for the Planning Department is (850) 891-6400. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

If you have specific concerns that you may wish to have considered addressing factors that are unique to this area of the County, you may wish to submit written comments in response to this notice. These written comments will be presented to the Planning Commission and Board of County Commissioners.

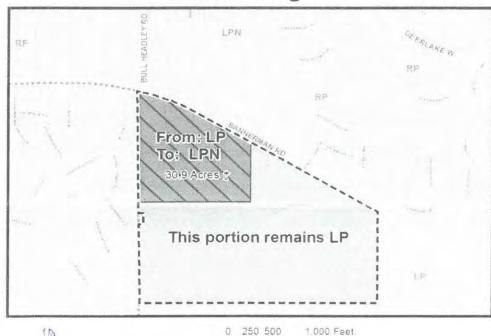
The form below is for your convenience and may be returned to **Jiwuan Haley**, Tallahassee-Leon County Planning Department, 3<sup>rd</sup> floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida 32301. The fax number for the Planning Department is (850) 891-6404. The Planning Department phone number is (850) 891-6400.

### 

General Location Map

Bannerman Road LPN Rezoning

LRZ180001



SOID WYB 53 V 103
BECEINED

### Haley, Jiwuan

From: Snyder, Russell

**Sent:** Friday, March 23, 2018 11:07 AM

**To:** Haley, Jiwuan **Subject:** FW: Questions

fyu

From: Bryant, Cherie (Planning)

**Sent:** Friday, March 23, 2018 11:06 AM **To:** Snyder, Russell; Perrine, Beth

Subject: FW: Questions

For the record.

From: VARNF@comcast.net [mailto:VARNF@comcast.net]

Sent: Wednesday, March 21, 2018 11:22 AM

To: Desloge, Bryan

Cc: Tedder, Wayne; Rosenzweig, Alan; Bryant, Cherie (Planning); Long, Vince; Thiele, Herb; Morris, Ken; McDevitt, David

Subject: Re: Questions

Thanks. Can you tell me when and where the next public hearing will be held? Fred

On March 21, 2018 at 11:03 AM Bryan Desloge < Desloge B@leoncountyfl.gov > wrote:

Fred, thanks for the feedback, but as Brenda has already mentioned - this issue is quasi-judicial and I can't discuss it outside the Public Hearing process at the meeting. I'm passing your email on to the appropriate staff with the request that it be included as a part of the public record. Hope all's well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

### >>> "Fred Varn" < <u>varnf@comcast.net</u>> 3/20/2018 8:53 PM >>>

Hey Bryan, I have a few questions for you. I've noticed that the intersection of Bull Headley and Bannerman is scheduled for a mixed use development, 200+ homes and 30 businesses. Also, as I understand it, the land close to Bannerman Crossings is slated to have 100+ apartments and the west end is scheduled for 200+ homesites in Oak Grove. So my easy question is will Bannerman be four-laned to accommodate the traffic? Also was there any cooperation between the City, County and School Board about the impact the growth will have on the schools in the area. If my numbers are correct, and each of those homes have just one child, that's 500 additional children for the schools to house, in already crowded conditions. I know at one time Bannerman was to be four laned from Thomasville Road to Tekesta, but don't you think that now it should go all the way to

Meridian? Also, what about sidewalks, will there be an extension from the original plan to Tekesta to continue further down Bannerman?

I apologize for all the questions, but there's lots of people in my area that are concerned about the congestion. It is already very congested during the rush hour traffic, and with the additional homes, it will be even more so.

I look forward to your responses. Thanks for your time and help.

Fred Varn 1405 Manor House Drive 32312

### Haley, Jiwuan

From: Bryant, Cherie (Planning)

**Sent:** Tuesday, March 27, 2018 1:58 PM

**To:** Snyder, Russell; Perrine, Beth; Haley, Jiwuan

**Subject:** Fw: Bannerman - Bull Headley rezoning - OPPOSED

### For the record.

From: Bryan Desloge < Desloge B@leoncountyfl.gov>

Sent: Tuesday, March 27, 2018 1:53 PM

To: jktaylor99@comcast.net

Cc: Long, Vince; McDevitt, David; Thiele, Herb; Bryant, Cherie (Planning)

Subject: Re: Bannerman - Bull Headley rezoning - OPPOSED

Jeanette, I wish I could talk with you about this rezoning, but it's considered quasi judicial governed by State statute. The only place I can speak about this project is in the public hearing at the Commission meeting. I'm forwarding your email with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration. Hope all's well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Jeanette Taylor LAST\_NAME <jktaylor99@comcast.net> 3/25/2018 8:00 AM >>> Dear Mr. Desloge,

I am a Summerbrooke resident and have recently learned that the Leon County Planning Commission approved a zoning change to the large parcel of land at the corner of Bannerman and Bull Headley. If my understanding is correct, this change allows high density home construction as well as commercial building. As my representative on the county commission, you must be familiar with the Bannerman - Bull Headley area. As such, you certainly realize that a high density housing development or commercial building at that location would be a complete contrast to the surrounding area and not in a good way. Tucking a large high density housing development/commercial area into a country setting smacks of get-rich-quick schemes by builders with a blind nod from politicians. Let's not do that. Let's make what might be a tough choice to avoid change for change's sake and allow the land to be developed in a way that blends with its surrounding community and doesn't pave over the identity of this area. Thank you in advance for your responsible leadership on behalf of your constituency and opposing high density/commercial development at Bannerman and Bull Headley.

-Jeanette Taylor Summerbrooke resident

### Haley, Jiwuan

From: Bryant, Cherie (Planning)

Tuesday, March 27, 2018 2:00 PM Sent:

Snyder, Russell; Perrine, Beth; Haley, Jiwuan To: Subject: Fw: PUD corner Bull Headley and Bannerman

From: Bryan Desloge < Desloge B@leoncountyfl.gov>

Sent: Tuesday, March 27, 2018 1:56 PM

To: tom10i@comcast.net

Cc: Long, Vince; McDevitt, David; Thiele, Herb; Bryant, Cherie (Planning)

Subject: Re: PUD corner Bull Headley and Bannerman

Tom, thanks for sharing your thoughts on this project. I wish I had information I could share, but I'm prohibited from discussing this project outside the confines of the County Commission Public Hearing as it is quasi judicial. I'm forwarding your email to staff with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration in my deliberations. Hope all's well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Thomas Friedman <tom10i@comcast.net> 3/23/2018 5:24 PM >>> Hi Bryan,

Just a note to advise I am opposed to granting Steve Ghazvini the ability to place up to 1000 homes along the Bannerman corridor as we are already having to widen Bannerman to handle the traffic that exists at present. I would certainly not oppose developing the land consistent with the neighboring subdivisions, perhaps a home or two per acre. After all, the owner of the land should be able to develop the land, so long as the use is consistent with adjacent properties.

Another concern is Bannerman Road traffic. As you advised me at our Rotary Club meeting sometime ago, the widening of Bannerman Road will take guite a while and still leave the road as a two laner past the entrance to Killearn Lakes. At a minimum, the road plan would have to be revised to add an additional mile or so to Bannerman. It is not beyond imagination that the overdevelopment of the Bannerman parcel could result in the eventual need to widen Bannerman to six lanes Bull Headley out to Thomasville Road. That would be costly for all taxpayers.

Also, given the movement of Leon County population to the Northeast, it is not inconceivable that 1000 homes could result in the need for an additional elementary, middle and high school in our area. Again, who is going to pay for this?

Please consider opposing the rezone of the above property.

Thanks,

Tom Friedman

#### Haley, Jiwuan

From: Bryant, Cherie (Planning)

**Sent:** Tuesday, March 27, 2018 2:01 PM

**To:** Snyder, Russell; Perrine, Beth; Haley, Jiwuan **Subject:** Fw: Bannerman Rd Congestion and Rezoning

#### Third one for the record.

From: Bryan Desloge < Desloge B@leoncountyfl.gov>

**Sent:** Tuesday, March 27, 2018 1:57 PM **To:** Carol@rippeeconstruction.com

Cc: Long, Vince; McDevitt, David; Thiele, Herb; Bryant, Cherie (Planning)

Subject: Re: Bannerman Rd Congestion and Rezoning

Carol, thanks for sharing your thoughts on this project. I wish I had information I could share, but I'm prohibited from discussing this project outside the confines of the County Commission Public Hearing as it is quasi judicial. I'm forwarding your email to staff with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration in my deliberations. Hope all's well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Carol Rippee <Carol@rippeeconstruction.com> 3/22/2018 10:11 AM >>> Dear gentlemen,

I am concerned over the county's approval of developments along Bannerman Road and their inability to adjust traffic flow to accommodate them, or provide a safe foot path. Now I hear Mr. Ghazvini is planning to build another development at the end of Bull Headley that required the county to re-zone the property. Please reconsider this change that will allow unfettered development until Bannerman Road has shoulders and turn lanes that will alleviate the current congestion, and sidewalks to provide a safe foot path from all Bannerman Road developments to the new center at Thomasville Rd. Mr. Ghazvini has many developments that he has incorporated. In Florida, each of these entities can legally donate the maximum political contribution to each of you. It is a massive amount of money that any politician could use for re-election. Please don't let Mr. Ghazvini purchase rezoning. This purchase power has directly influenced my family in the past. It is real. Please be aware of all the individuals the approval of this rezoning will affect. Make the right decision for infrastructure to be ahead of any more development along Bannerman Road.

Respectfully submitted,

Carol Rippee

Luna Plantation Resident





iMessage Tue, Mar 6, 5:44 PM

Do you know what floor or room the meeting will take place?

2nd floor I believe, big glass room.

Doesn't look like I'll be able to make it tonight. Will check in with others in the morning.

Tue, Mar 6, 9:27 PM

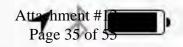
The meeting just ended. There was a lot of debate. The chairman

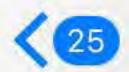














debate. The chairman of the committee motioned to deny however with further debate they all to Motioned to approve the zoning change

Now the real fighting must begin!!!!

Thanks. I'll check it out tomorrow at office.
Anyone can just call the office fir updates and next steps in process if needed. We're always available fir anyone to come by and discuss with staff to see how we work. we have great staff that really cares.







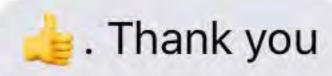








work. we have great staff that really cares.



Thu, Mar 8, 10:33 AM

Good morning, What did your team say about the meeting the other night?

What is the date of the county commissioner meeting? I have April 19 but my husband thinks it is April 10th

I'll check today and let u know when I get a chance. Haven't had a chance that follow up













chance. Haven't had a chance that follow up

Thanks

## Thank you

Thu, Mar 8, 4:54 PM

It's April 10th. I'll follow up with a call. I'll have to ask that future contact on the rezoning be to jiwaun in planning or Ryan in county office. Once things get to we're there's a site on plan, I can be involved in helping with design as that's my job on everything and will be better served to help all sides.













Once things get to we're there's a site on plan, I can be involved in helping with design as that's my job on everything and will be better served to help all sides.

Yesterday 2:27 PM

Hi Jeremy, I want to email you a couple of questions. What is your email address? I only have your personal one

No worries. It's jeremy.floyd@talgov.co m. Sorry I've been in meetings all day

Delivered









#### Haley, Jiwuan

From: Floyd, Jeremy

Sent: Wednesday, March 28, 2018 11:55 AM

**To:** Haley, Jiwuan

**Subject:** FW: Backhoe Inquiry on Preservation and Summerbrooke Drive

I was asked about the backhoe at the easter egg hunt over the weekend and provided customer service on that. The backhoe has since disappeared.

**From:** melissatemplar@aol.com [mailto:melissatemplar@aol.com]

Sent: Monday, March 26, 2018 2:57 PM

To: Floyd, Jeremy

Subject: Re: Backhoe Inquiry on Preservation and Summerbrooke Drive

THANK YOU!!!!!! We will

Sent from AOL Mobile Mail

On Monday, March 26, 2018, Floyd, Jeremy < Jeremy. Floyd@talgov.com > wrote:

Melissa,

I checked on the backhoe parked along preservation near the beaver dam. I would suggest reporting it. I checked with county DSEM and there's a chance it could be construction equipment parked out there ready to operate without a permit or it could be related to some utility work along the road on preservation which is city ROW. Since there's a county project, but the backhoe is parked inside city limits you probably should report it to both on digitally thru the digitally app with a picture of it along with the street intersection and parcel id which is: 141835 0001. I couldn't tell if it was parked on city ROW or HOA property.

The county place to report it is: <a href="http://www2.leoncountyfl.gov/servicerequest/">http://www2.leoncountyfl.gov/servicerequest/</a>

This would get someone out to check on it either way and confirm that any permits have been pulled properly or not.

I spoke with Nawfal about it and he said to feel free to call him anytime with questions or concerns.

Thanks again,

#### Jeremy Floyd, PLA, ASLA

Administrator / DesignWorks

Tallahassee-Leon County Planning Dept.

Comprehensive Planning & Urban Design

#### 850.891.6427 • jeremy.floyd@talgov.com



Please note that under Florida's Public Records laws, most written communications

to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

#### Haley, Jiwuan

**From:** Floyd, Jeremy

Sent: Wednesday, March 28, 2018 11:56 AM

To: Haley, Jiwuan

**Subject:** FW: Bannerman Parcels next to Summerbrooke

**Attachments:** Summerbrooke talking points for planning commission.docx

I didn't respond to this. I believe I mentioned this email to Russell and Cherie.

From: melissatemplar@aol.com [mailto:melissatemplar@aol.com]

Sent: Tuesday, March 06, 2018 1:27 PM

To: Floyd, Jeremy

Subject: Re: Bannerman Parcels next to Summerbrooke

#### Hi Jeremy,

Attached are some of our talking points for tonight's meeting. Will you review this and call me to chat 850-570-0025?

#### Melissa

-----Original Message-----

From: Floyd, Jeremy < <u>Jeremy.Floyd@talgov.com</u>>
To: melissatemplar < <u>melissatemplar@aol.com</u>>

Cc: Ezzagaghi, Nawfal < EzzagaghiN@leoncountyfl.gov>

Sent: Thu, Mar 1, 2018 11:19 am

Subject: Bannerman Parcels next to Summerbrooke

Melissa,

Here is the link to the GIS map we discussed. Attached is a screen clip of where you can turn on different aerial years and flood zone layers. Any other map info can be found in the map gallery at www.tlcgis.org.

#### http://tlcgisinter.leoncountyfl.gov/landinfopublic/index.html

Just click the link and then zoom into where the parcel is next to Summerbrooke. Just call us if you have any questions. I copied Nawfal if he has anything to add.

Thanks,

Floyd

#### Jeremy Floyd, PLA, ASLA

Administrator / DesignWorks

Tallahassee-Leon County Planning Dept. Comprehensive Planning & Urban Design 850.891.6427 • jeremy.floyd@talgov.com



Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

#### **CONCERNS:**

According to policy 2.2.18 Lake Protection: "The intent of the "Lake Protection" category is to ensure that development within the Lake Jackson basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality. The Lake Protection category is the basis for regulation and where appropriate, limitation of development and redevelopment of land within the Lake Jackson basin.

Changing the zoning to Lake Protection Node will impact the quality of the waterways in the Summerbrooke neighborhood and ultimately affect Lake Jackson in a negative way. The chain of lakes in SummerBrooke do ultimately flow into Lake Jackson. Therefore, by changing the zoning will contradict the comprehensive lake protection plan.

- 1. We have already been impacted in a negative way by the clear cutting of trees in this parcel of land. Proper environmental protection techniques were not followed thus causing major accumulation of sediments in the SummerBrooke lakes. This could have long term impacts on our lakes as well as Lake Jackson. (see before & after pictures)
- 2. Over time, these sediments will clog our waterways between the lakes and water flow will slow. This will potentially cause some localized flooding within Summerbrooke and may do the same in the other lakes that flow into Lake Jackson. These sediments have already made our lakes more shallow which promotes vegetation growth and increases our maintenance costs. Over time, extensive sediment accumulations will reduce the capacity of our lakes.
- 3. Our Summerbrooke lakes were designed to handle runoff for Summerbrooke only. They were not designed to take on additional run off from the development of this parcel. Is the city or developer willing to dredge/deepen our lakes in order for them to be capable of handling additional run off from this new development too?
- 4. We have already seen how the land owner or developer of this property removed a berm that was designed to hold back excess water from running into the Summerbrooke lakes. From aerial views, you can see how much tainted water is currently sitting on this property. If we are hit by a really good rain storm, will send all of this tainted water in to our waterways, further damaging our lakes.

If this land is granted to be more densely developed than what the comprehensive plan originally had for this land:

- 1. How much additional stormwater runoff will enter the Summerbrooke lakes?
- 2. What water quality parameters or sediment accumulation measurements will the City of Tallahassee or Leon County monitor to determine impacts?
- 3. What information will be accepted as proof?

4. Who will do this monitoring and what specific activities and parameters are being monitored?

In 2016, Leon County built new small holding ponds to hold stormwater from the Bradfordville development into Lake Arrowhead within Killearn Lakes. The dams broke and Lake Arrowhead turned turned chocolate brown from excessive stormwater runoff. The county claimed no responsibility. Therefore, I have extreme concern that this will happen with our lakes with excess stormwater entering them.

#### **CONCERNS**:

- **II. TRAFFIC** on Bannerman Rd is already past capacity. In the morning and evening, the road is extremely backed up. Having this parcel developed in a more dense manner will only add to more traffic on our roads. Thus impacting the quality of the lives of those who already live here.
  - 1. If this land is granted Lake Protection Node, can the developer be forced to expand the road similar to what the developer did at the Bannerman Crossings?

**III. IMPCAT ON WILDLIFE:** We have already seen the impact of the clearcutting of the parcel of land impact the Summerbrooke neighborhood. Wildlife that once lived in that forest have now moved into Summerbrooke. We have seen a dramatic increase in the number of missing pets in our neighborhood

IV. Impact on the schools: \_\_The Summerbrooke neighborhood (and surrounding neighborhoods) have seen a resurgence in the number of young families moving in. Therefore, there will be an increased number of children going to these schools. By building an additional neighborhood will put added pressure on capacity.

#### Haley, Jiwuan

From: Bryant, Cherie (Planning)

**Sent:** Thursday, March 29, 2018 11:28 PM **To:** Perrine, Beth; Haley, Jiwuan; Snyder, Russell

**Subject:** Fw: Proposed Development at 1665 Bannerman Road

From: Bryan Desloge < Desloge B@leoncountyfl.gov>

**Sent:** Thursday, March 29, 2018 2:16 PM **To:** lunamanager2016@gmail.com

Cc: Long, Vince; McDevitt, David; Thiele, Herb; Bryant, Cherie (Planning); Tedder, Wayne

Subject: Re: Proposed Development at 1665 Bannerman Road

Luna, thanks for sharing your thoughts on this project. I wish I could talk with you about it, but I'm prohibited from discussing this project outside the confines of the County Commission Public Hearing as it is quasi judicial. I'm forwarding your email to staff with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration in my deliberations. Hope all's well with you. Have a good day! >>> Luna Manager <lunamanager2016@gmail.com> 3/27/2018 3:51 PM >>>

I have lived on Bull Headley Road for 33 years. In that time I have seen the increased density and growth in the NE. Even with all the development allowed by Leon County over the years Bannerman Road remains a 2 lane road. The traffic has dramatically increased, the number of accidents has increased, and the quality of life for those of us who have to use Bannerman to get out of our neighborhoods has dramatically decreased. It is irresponsible for the County Commission to continue to permit growth without the proper infrastructure. The proposed development on the Cawthon property will adversely impact everyone in this area. Why the Commission would allow more density in such an environmentally sensitive area is beyond me. All the lakes on that property eventually drain into the Lake Jackson basin. There has been enough damage done there already with the unregulated logging which took place over the past 2 years.

There are serious concerns among the citizens of the NE that "money talks" and that developers like Steve Ghazvini and Premier Homes have bought their way through all of the county permitting process. They are allowed to contribute to campaigns with every LLC they create. Their track record of clear cutting, violating storm water regulations and other violations is well documented. It's all about the money. As several of the committee persons at the joint planning meeting said – there are a lot of communities that would welcome this type of development – the NE is already dense enough. Please reconsider allowing the zoning change for this development.

Sent from Mail for Windows 10

#### Haley, Jiwuan

From: Bryant, Cherie (Planning)

Sent: Thursday, March 29, 2018 11:30 PM

To: Haley, Jiwuan; Snyder, Russell; Perrine, Beth

Subject: Fw: Proposed zoning change for Bull Headley and Bannerman Road intersection.

From: Bryan Desloge < Desloge B@leoncountyfl.gov>

Sent: Thursday, March 29, 2018 2:05 PM

**To:** beneshj@yahoo.com

Cc: Long, Vince; McDevitt, David; Thiele, Herb; Bryant, Cherie (Planning); Tedder, Wayne Subject: Re: Proposed zoning change for Bull Headley and Bannerman Road intersection.

#### Janet,

thanks for sharing your thoughts on this project. I wish I had information I could share, but I'm prohibited from discussing this project outside the confines of the County Commission Public Hearing as it is guasi judicial. I'm forwarding your email to staff with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration in my deliberations. Hope all's well with you. Have a good day!

>>> Janet Benesh <beneshj@yahoo.com> 3/29/2018 1:42 PM >>> Commissioner Desloge,

Please accept my comments regarding the proposed zoning change to be discussed at the April 10 hearing. If changed, existing NE neighborhoods will be adversely impacted.

Currently, a developer would only be able to build 2 homes per acre on that land, since it is part of Tallahassee's Lake Protection Program. However, if the zoning is allowed to be changed as recommended by the Zoning Commission, a developer will be able to build over 8 homes per acre. Below are the impacts this zoning change, if approved, will have on the NE neighborhoods including, Luna Plantation, Killearn Lakes, McBride, Ox Bottom and Summerbrooke.

- There wasn't a site plan included so it's unknown what type of development will be proposed and what impact there will be on the adjacent properties if it is rezoned. Unbeknownst to the NE residents, the land appears to have been cleared approximately 2 years ago, possibly in preparation to start the process of a zoning change and the development of homes.
- Increased traffic and concerns that a connection into SummerBrooke will be made.
- Runoff from development could impact the lakes negatively.
- The impact additional development will have on local schools, parks and the community.

Above are my concerns as a Summerbrooke resident for the hearing on the proposed rezoning application submitted by Greenmen-Pedersen Inc. Any retail and or residential plans for this land portion will be detrimental to the overall congested areas in existence along Bannerman road. Existing rush hour traffic on roads that are only two lanes and the impact on schools that already exceed their capacity provide reason enough for a rejection of this proposed new zoning and any subsequent development plans. The existing growth of retail establishments on Bannerman and the new large residential developments on Ox Bottom will overwhelm the Northeast soon enough. More retail and residential plans are not needed. Rejecting the zoning proposal will go a long way in keeping development responsible.

The Commission should continue to encourage growth of affordable housing and retail development on the South Side of Tallahassee. The NE is over developed.

Thank you very much.

Sincerely,

Jan Benesh 428 Summerbrooke Dr Tallahassee, FI 32312

#### Haley, Jiwuan

**From:** Floyd, Jeremy

Sent: Wednesday, March 28, 2018 9:09 AM

**To:** Haley, Jiwuan

**Subject:** FW: school board impact report and quick question on posting

#### Jiwuan,

I am going to remind them you are the point of contact. I discussed with Cherie per her email last night. Can you please respond to Melissa below and ask her to direct all future inquiries to you directly for planning?

On a side note, I drove by the frontage yesterday on my way to meet my family and did not see the rezoning sign as mentioned below. Someone may want to look into it and confirm.

Thanks,

#### Floyd

**From:** melissatemplar@aol.com [mailto:melissatemplar@aol.com]

Sent: Wednesday, March 28, 2018 8:01 AM

To: Floyd, Jeremy

Subject: Fwd: school board impact report and quick question on posting

#### Hi Jeremy,

Has there been any school impact reports done for all of the recent development activity in this NE section of town (Bannerman Rd and OxBottom Rd & Bull Run)?

I would be interested in seeing these reports. How can I get a copy?

Also, I thought I read that when proposed zoning or development activity is happening, the land owner or developer has to post this on the property? There have never been any postings along Bannerman Rd for that parcel of land that was cleared and is now going though a formal request for zoning change. Should this be reported to someone?

Thank you,

Melissa <u>570-0025</u>

#### Jessica Icerman - Re: Rezoning of Properties along Bannerman Rd

From: Joseph Briggs <pandjbriggs012@gmail.com>

**To:** Bryan Desloge < DeslogeB@leoncountyfl.gov>, Stephanie Holloway < HollowayS...

**Date:** 3/26/2018 9:14 AM

**Subject:** Re: Rezoning of Properties along Bannerman Rd

#### Good morning,

I am following up on the email communication in reference to my request to meet with all the Commission aides regarding the proposed rezoning of 30.9 acres on Bannerman Rd. This issue will be brought to the County Commission on April 10, 2018.

As of this morning, I have not been contacted by anyone listed on the original email communication sent to me on March 21, 2018 to answer my request.

The representatives of Summerbrooke, Mc Bride Hills, Killearn Lakes, Ox Bottom Manor and Luna Plantation have all confirmed they are eager to meet to discuss this rezoning project.

Please let me know the status of this request as time is of the essence.

#### Pam Briggs

On Wed, Mar 21, 2018 at 10:50 AM, Bryan Desloge < Desloge B@leoncountyfl.gov > wrote:

Ms. Pam Briggs contacted me this morning requesting a meeting with all aides regarding the proposed rezoning of property on Bannerman Rd, specifically the 30 acres that will be brought to the County Commissioners in the next few weeks. I've indicated we would not be the appropriate individuals to discuss this project since it is quasi judicial. She would like to set up a meeting with the appropriate County/Planning Department staff and representatives of Summerbrook, McBride, Killearn Lakes and other neighborhoods in the area to discuss this rezoning project. Is there any way that the school board can also be represented at this meeting because some have concerns mainly with the overcrowding of Chiles and other schools in the area. I've advised you have indicated you will coordinate that meeting as this rezoning is quasi judicial and restricts Commissioners from taking input outside the Public Hearing at the Commission meeting. Please let Commissioner Desloge know if he may be of help in any way. Much thanks for your help with his District 4 constituents in getting their questions answered. Oh and they need this meeting prior to the agenda item coming before the Commission.

#### Jessica Icerman - Re: Bannerman - Bull Headley rezoning - OPPOSED

From: Bryan Desloge

**To:** LAST\_NAME, Jeanette Taylor

**Date:** 3/27/2018 1:53 PM

Subject: Re: Bannerman - Bull Headley rezoning - OPPOSED

Cc: Thiele, Herb; Cherie (Planning) Bryant; McDevitt, David; Long, Vince

Jeanette, I wish I could talk with you about this rezoning, but it's considered quasi judicial governed by State statute. The only place I can speak about this project is in the public hearing at the Commission meeting. I'm forwarding your email with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration. Hope all's well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Jeanette Taylor LAST\_NAME <jktaylor99@comcast.net> 3/25/2018 8:00 AM >>> Dear Mr. Desloge,

I am a Summerbrooke resident and have recently learned that the Leon County Planning Commission approved a zoning change to the large parcel of land at the corner of Bannerman and Bull Headley. If my understanding is correct, this change allows high density home construction as well as commercial building. As my representative on the county commission, you must be familiar with the Bannerman - Bull Headley area. As such, you certainly realize that a high density housing development or commercial building at that location would be a complete contrast to the surrounding area and not in a good way. Tucking a large high density housing development/commercial area into a country setting smacks of get-rich-quick schemes by builders with a blind nod from politicians. Let's not do that. Let's make what might be a tough choice to avoid change for change's sake and allow the land to be developed in a way that blends with its surrounding community and doesn't pave over the identity of this area. Thank you in advance for your responsible leadership on behalf of your constituency and opposing high density/commercial development at Bannerman and Bull Headley.

-Jeanette Taylor Summerbrooke resident

#### Jessica Icerman - Re: Bannerman Rd Congestion and Rezoning

From: Bryan Desloge
To: Rippee, Carol
Date: 3/27/2018 1:57 PM

Subject: Re: Bannerman Rd Congestion and Rezoning

Cc: Thiele, Herb; Cherie (Planning) Bryant; Long, Vince; McDevitt, David

Carol, thanks for sharing your thoughts on this project. I wish I had information I could share, but I'm prohibited from discussing this project outside the confines of the County Commission Public Hearing as it is quasi judicial. I'm forwarding your email to staff with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration in my deliberations. Hope all's well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Carol Rippee <Carol@rippeeconstruction.com> 3/22/2018 10:11 AM >>>

#### Dear gentlemen,

I am concerned over the county's approval of developments along Bannerman Road and their inability to adjust traffic flow to accommodate them, or provide a safe foot path. Now I hear Mr. Ghazvini is planning to build another development at the end of Bull Headley that required the county to re-zone the property. Please reconsider this change that will allow unfettered development until Bannerman Road has shoulders and turn lanes that will alleviate the current congestion, and sidewalks to provide a safe foot path from all Bannerman Road developments to the new center at Thomasville Rd. Mr. Ghazvini has many developments that he has incorporated. In Florida, each of these entities can legally donate the maximum political contribution to each of you. It is a massive amount of money that any politician could use for reelection. Please don't let Mr. Ghazvini purchase rezoning. This purchase power has directly influenced my family in the past. It is real. Please be aware of all the individuals the approval of this rezoning will affect. Make the right decision for infrastructure to be ahead of any more development along Bannerman Road. Respectfully submitted,

Carol Rippee

Luna Plantation Resident

#### Jessica Icerman - Re: PUD corner Bull Headley and Bannerman

From: Bryan Desloge
To: Friedman, Thomas
Date: 3/27/2018 1:56 PM

Subject: Re: PUD corner Bull Headley and Bannerman

Cc: Thiele, Herb; Long, Vince; McDevitt, David; Cherie (Planning) Bryant

Tom, thanks for sharing your thoughts on this project. I wish I had information I could share, but I'm prohibited from discussing this project outside the confines of the County Commission Public Hearing as it is quasi judicial. I'm forwarding your email to staff with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration in my deliberations. Hope all's well with you. Have a good day!

Bryan Desloge Leon County Commission District IV Commissioner 301 S. Monroe St. Tallahassee, Fl. 32301 850-606-5364 deslogeb@leoncountyfl.gov

>>> Thomas Friedman <tom10i@comcast.net> 3/23/2018 5:24 PM >>> Hi Bryan,

Just a note to advise I am opposed to granting Steve Ghazvini the ability to place up to 1000 homes along the Bannerman corridor as we are already having to widen Bannerman to handle the traffic that exists at present. I would certainly not oppose developing the land consistent with the neighboring subdivisions, perhaps a home or two per acre. After all, the owner of the land should be able to develop the land, so long as the use is consistent with adjacent properties.

Another concern is Bannerman Road traffic. As you advised me at our Rotary Club meeting sometime ago, the widening of Bannerman Road will take quite a while and still leave the road as a two laner past the entrance to Killearn Lakes. At a minimum, the road plan would have to be revised to add an additional mile or so to Bannerman. It is not beyond imagination that the overdevelopment of the Bannerman parcel could result in the eventual need to widen Bannerman to six lanes Bull Headley out to Thomasville Road. That would be costly for all taxpayers.

Also, given the movement of Leon County population to the Northeast, it is not inconceivable that 1000 homes could result in the need for an additional elementary, middle and high school in our area. Again, who is going to pay for this?

Please consider opposing the rezone of the above property.

Thanks,

Tom Friedman

#### Jessica Icerman - Fwd: Proposed zoning change for Bull Headley and Bannerman Road intersection.

From: Nick Maddox
To: Thiele, Herb
Date: 3/29/2018 2:11 PM

Subject: Fwd: Proposed zoning change for Bull Headley and Bannerman Road intersection.

Cc: Icerman, Jessica

>>> Janet Benesh <beneshj@yahoo.com> 3/29/2018 1:53 PM >>> Commissioner Maddox.

Please accept my comments regarding the proposed zoning change to be discussed at the April 10 hearing. If changed, existing NE neighborhoods will be adversely impacted.

Currently, a developer would only be able to build 2 homes per acre on that land, since it is part of Tallahassee's Lake Protection Program. However, if the zoning is allowed to be changed as recommended by the Zoning Commission, a developer will be able to build over 8 homes per acre. Below are the impacts this zoning change, if approved, will have on the NE neighborhoods including, Luna Plantation, Killearn Lakes, McBride, Ox Bottom and Summerbrooke.

- There wasn't a site plan included so it's unknown what type of development will be proposed and what
  impact there will be on the adjacent properties if it is rezoned. Unbeknownst to the NE residents, the
  land appears to have been cleared approximately 2 years ago, possibly in preparation to start the
  process of a zoning change and the development of homes.
- Increased traffic and concerns that a connection into Summerbrooke will be made.
- · Runoff from development could impact the lakes negatively.
- The impact additional development will have on local schools, parks and the community.

Above are my concerns as a Summerbrooke resident for the hearing on the proposed rezoning application submitted by Greenmen-Pedersen Inc. Any retail and or residential plans for this land portion will be detrimental to the overall congested areas in existence along Bannerman road. Existing rush hour traffic on roads that are only two lanes and the impact on schools that already exceed their capacity provide reason enough for a rejection of this proposed new zoning and any subsequent development plans. The existing growth of retail establishments on Bannerman and the new large residential developments on Ox Bottom will overwhelm the Northeast soon enough. More retail and residential plans are not needed. Rejecting the zoning proposal will go a long way in keeping development responsible.

The Commission should continue to encourage growth of affordable housing and retail development on the South Side of Tallahassee. The NE is over developed.

Thank you very much.

Sincerely,

Jan Benesh 428 Summerbrooke Dr Tallahassee, Fl 32312

#### Jessica Icerman - Re: Proposed Development at 1665 Bannerman Road

From: Bryan Desloge
To: Manager, Luna
Date: 3/29/2018 2:16 PM

Subject: Re: Proposed Development at 1665 Bannerman Road

Cc: Cherie (Planning) Bryant; Tedder, Wayne; McDevitt, David; Thiele, Her...

Luna, thanks for sharing your thoughts on this project. I wish I could talk with you about it, but I'm prohibited from discussing this project outside the confines of the County Commission Public Hearing as it is quasi judicial. I'm forwarding your email to staff with the request that it be included as a part of the public record. Thanks for weighing in on this agenda item. I'll take your comments into consideration in my deliberations. Hope all's well with you. Have a good day!

>>> Luna Manager <lunamanager2016@gmail.com> 3/27/2018 3:51 PM >>>

I have lived on Bull Headley Road for 33 years. In that time I have seen the increased density and growth in the NE. Even with all the development allowed by Leon County over the years Bannerman Road remains a 2 lane road. The traffic has dramatically increased, the number of accidents has increased, and the quality of life for those of us who have to use Bannerman to get out of our neighborhoods has dramatically decreased. It is irresponsible for the County Commission to continue to permit growth without the proper infrastructure. The proposed development on the Cawthon property will adversely impact everyone in this area. Why the Commission would allow more density in such an environmentally sensitive area is beyond me. All the lakes on that property eventually drain into the Lake Jackson basin. There has been enough damage done there already with the unregulated logging which took place over the past 2 years.

There are serious concerns among the citizens of the NE that "money talks" and that developers like Steve Ghazvini and Premier Homes have bought their way through all of the county permitting process. They are allowed to contribute to campaigns with every LLC they create. Their track record of clear cutting, violating storm water regulations and other violations is well documented. It's all about the money. As several of the committee persons at the joint planning meeting said – there are a lot of communities that would welcome this type of development – the NE is already dense enough. Please reconsider allowing the zoning change for this development.

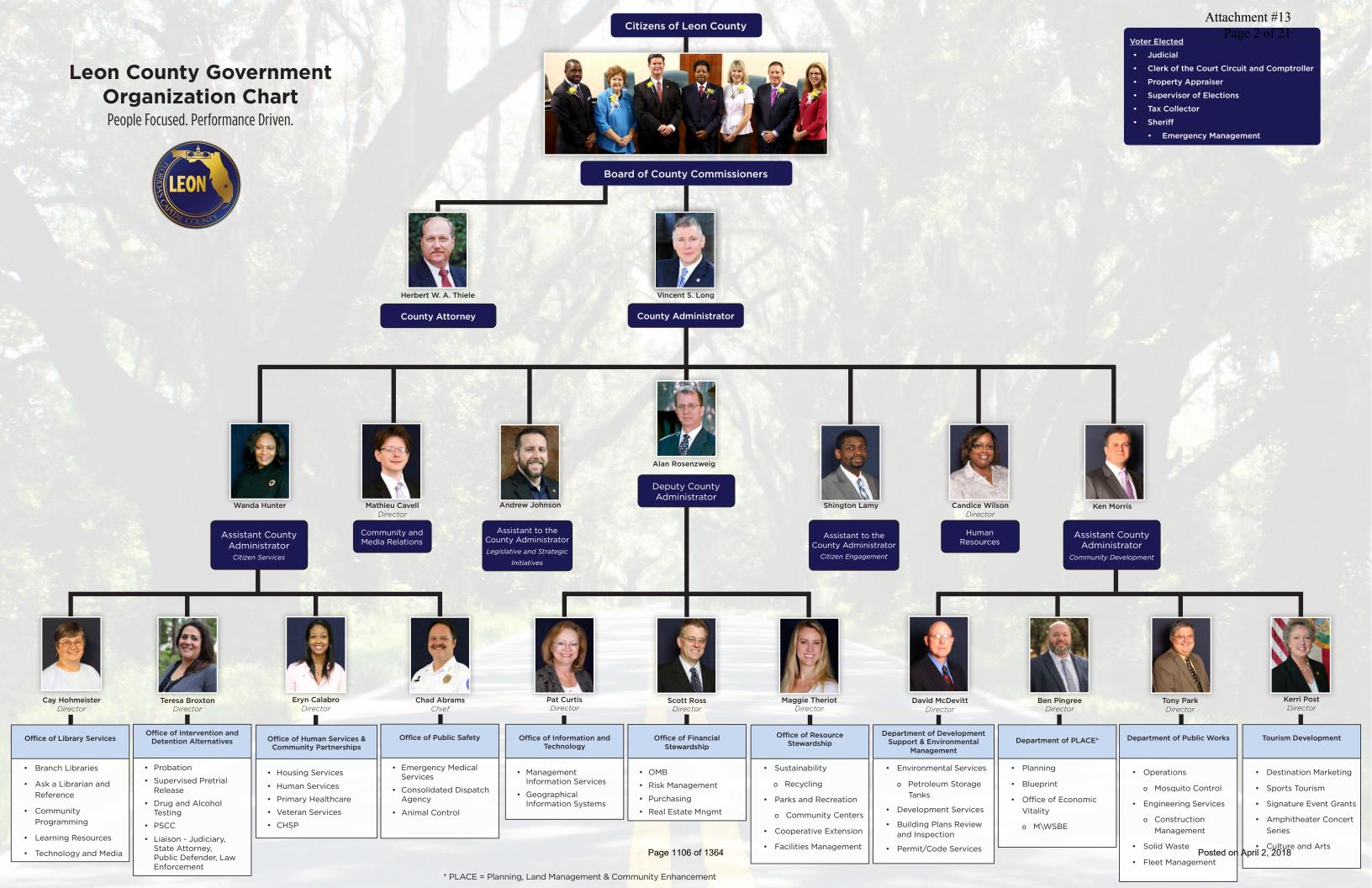
Sent from Mail for Windows 10

## Attachment #13

Citizen Materials from the

Joint Meeting with Leon County Officials
Summerbrooke, Luna Plantation,
McBride Hills, Killearn Lakes, Golden
Eagle Home Owners Associations
March 30, 2018 at 9:00am

at the Summerbrooke Golf Club Clubhouse



## AGENDA

# JOINT MEETING WITH LEON COUNTY OFFICIALS SUMMER BROOKE, OX BOTTOM MANOR, LUNA PLANTATION, MCBRIDE HILLS, KILLEARN LAKES, GOLDEN EAGLE HOME OWNERS ASSOCIATIONS March 30, 2018

- 1. Welcome/Introductions Tommy Pipkin
- Purpose of the meeting Tommy Pipkin
   Present factual, written documentation in opposition of proposed rezoning 1665 Bannerman Rd. from LP to LPN 30.9 acres as written in the Leon County Comprehensive Plan
- Presentation by Pam Briggs
   "Unwise land use decisions and premature non-residential
   development in established residential areas can seriously
   and permanently alter the character of a neighborhood".
   VISION STATEMENT AND IMPLEMENTATION (REV.EFF.
   7/26/06; REF. EFF. 1/7/10)
- Presentation by Jon Templar- Environmental Impacts
   Open discussion

"Unwise land use decisions and premature non-residential development in established residential areas can seriously and permanently alter the character of a neighborhood". VISION STATEMENT AND IMPLEMENTATION (REV. EFF. 7/26/06; REV. EFF. 1/7/10)

Presentation given at joint meeting on March 30, 2018

In opposition of rezoning request of 30.9 acres at 1665 Bannerman Rd. Tallahassee, FL

Prepared by:

Pam Briggs

Summer Brooke HOA Board Member

# VISION STATEMENT AND IMPLEMENTATION (REV. EFF. 7/26/06; REV. EFF. 1/7/10)

We are fortunate to have retained the natural beauty that inspired the sitting of Florida's state capital. The community relies upon the comprehensive plan to protect the natural resources and scenic beauty while encouraging the responsible, healthy growth of Tallahassee and Leon County. The comprehensive plan seeks to balance the management of growth with environmental protection but gives precedence to environmental protection.

Evolving land use patterns within the County have exhibited sprawl characteristics. Sprawl is, perhaps, the most inefficient pattern of land use. Costs associated with the provision of both capital and social infrastructure are higher than more compact patterns. This must be taken into consideration when local government is faced with limited fiscal resources and increasing demand for services.

Sprawl encourages degradation of the County's natural resources by prematurely committing vast areas to the impact of urbanization. Phased, orderly growth mitigates this situation by comprehensively addressing development impacts to our natural systems. Leap frog development associated with sprawl is piecemeal in nature and is detrimental to any type of comprehensive framework.

Another aspect of urban sprawl is the tendency toward strip commercial development, i.e., the commercialization along major streets which occurs as infill between sprawled developments. This strip development negatively affects traffic safety and flow, as well as creating aesthetic problems associated with advertising signs. While many of the negative effects of strip development can be controlled to some extent by regulatory means, a more positive approach is to prevent its spread by means of land use policies. The purpose of the comprehensive plan is to preserve, protect and enhance the quality of life for all citizen's.

The plan encourages and supports economically sound residential, educational, employment, and cultural, recreational, commercial and industrial opportunities for the citizens. This is facilitated by systematically planning for growth, development and redevelopment

The natural environment is one of the many criteria which, when combined, form the community's perceived quality of life. The natural environment is a major component in the quality of life equation for Leon County. As such, it must be protected. Development and the ancillary activities associated with it must be channeled into locations that protect the natural and aesthetic environment. Unwise land use decisions which ultimately require expensive environmental retrofitting, paid for by the general populace, must be eliminated. In order to achieve this, it is the intent of this Plan to include strong environmental objectives and policies within the Land Use Element and other applicable portions of the Plan.

The residential environment is also one of many criteria which form the community's perceived quality of life and must be protected. An economic base of stable public employment has fostered development of stable residential neighborhoods. Citizens identify with and value their neighborhoods in all parts of the community and at all income levels. Containing sprawl will necessarily increase density and intensity in the existing urban area. Unwise land use decisions and premature non-residential development in established residential areas can seriously and permanently alter the character of a neighborhood. Not only actual changes, but also the perception of a constant assault on a neighborhood undermines an otherwise desirable residential environment. Development and its ancillary activities should be channeled into locations that offer the greater opportunity for the higher density and mixture of uses that a policy of urban containment encourages. It is the intent of the plan to maintain the integrity of existing neighborhoods while encouraging new residential developments to incorporate a wider range of nonresidential uses.

Essential for planning are objectives and policies that protect and enhance the natural environment, water resources, the canopy roads, and residential neighborhoods. To this end, regulatory tools such as concurrency management, urban service area designation, planned unit developments and special protection zones are used to foster the community's vision. An underlying premise is the linkage between land use and infrastructure. The plan is based on the principle that development should pay for itself and this vision is implemented, in part, through the accomplishment of several strategies described below.

Our comprehensive plan is a living document, used every day in decisions made by local governments. It is regularly reviewed and amended to ensure that it remains current and consistent with our community vision.

#### LAND USE GOALS, OBJECTIVES AND POLICIES

## Goal 1: [L] (EFF. 7/16/90)

The Comprehensive Plan shall protect and enhance the quality of life in this community by providing economically sound educational, employment, and cultural, recreational, commercial, industrial and professional opportunities to its citizens while channeling inevitable growth into locations and activities that protect the natural and aesthetic environments and residential neighborhoods.

## Policy 1.1.1: [L] (REV. EFF. 7/20/05)

In order to discourage urban sprawl, new development shall be concentrated in the urban service area plus in the Woodville Rural Community future land use category and the rural communities of Capitola, Chaires, Ft. Braden and Miccosukee, as designated on the future land use map.

## GROWTH MANAGEMENT/ URBAN SERVICES AREA Objective 1.1: [L] (EFF.7/16/90; REV. EFF. 7/26/06; REV. EFF. 12/24/10)

Direct development to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and the service capacity to accommodate growth in an environmentally acceptable manner.

This shall be accomplished in part through the establishment and maintenance of an Urban Service Area (USA) concept. This Urban Service Area (USA) concept is based upon a desire to have Tallahassee and Leon County grow in a responsible manner, with infrastructure provided economically and efficiently, and surrounding forest and agricultural lands protected from unwarranted and premature conversion to urban land use. An urban service strategy provides for well-managed, orderly growth, which preserves natural resources and promotes fiscal responsibility. The location and size of the USA shall be depicted on the Future Land Use Map and is based upon the area necessary to accommodate 90% of new residential dwelling units within the County by the Plan Horizon; the ability to provide urban infrastructure; and, the presence of environmentally sensitive lands and water bodies, requiring protection from the impacts of urban development.

## Policy 1.1.8: [L] (EFF. 7/26/06; REV. EFF. 12/24/10)

The integrity of the USA concept is maintained by strict adherence to the premise of not funding or scheduling major capital improvement projects outside the USA, Rural Communities or the Woodville Rural Community in conjunction with a policy of discouraging premature use and underutilization of land designated for urban development. Additionally, the size of the USA should be limited to reflect the ability of the public to provide infrastructure, limitations of environmental constraints and existing development and to provide for a phasing mechanism to the Plan Horizon.

## Policy 1.4.1: [L] (REV. EFF. 12/10/91)

Density and intensity incentives shall be established within the required land development regulations to encourage growth in areas which minimize and mitigate development's negative impact on the natural and aesthetic environment.

### Policy 1.4.5: [L] (REV. EFF. 3/14/07)

(c) Any request for a change in zoning use classification and specific zoning district mapping within a future land use category shall be evaluated for consistency with the adopted Goals, Objectives, and Policies of the Plan as well as consistency with and the furtherance of the intent of the future land use category in which it is located;

## Policy 2.2.1: [L] RURAL/AGRICULTURE (REV. EFF. 8/17/92; REV. EFF. 7/26/06; REV. EFF. 12/24/10; REV. EFF. 7/6/15

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area. To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities, higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

Non-residential uses functionally related to and directly in support of agricultural, silvicultural, and other natural resource based activities, including ecotourism activities, may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre. The location of such uses shall be limited to the intersection of major collector and arterial or arterial and arterial designated roadways. Total development at any one intersection shall not exceed 10,000 sq. ft.

Policy 2.2.18: [L] LAKE PROTECTION (REV. EFF. 12/22/95; REV. EFF. 7/26/06; RENUMBERED 3/14/07; REV. EFF. 7/14/14; REV. EFF. 7/6/15)

INTENT Lake Jackson designated both an Outstanding Florida Water (OFW) and Aquatic Preserve, is one of the most unique waterways in Florida. Historically, the lake has suffered from water quality issues associated with rapid urbanization and largescale roadway projects. Lake Jackson's water quality has improved since adoption of the Comprehensive Plan, due in large part to the adoption of stringent storm water treatment standards and the implementation of capital projects; however, nutrient levels in the Lake remain elevated and the Lake continues to be designated "Impaired" by the Florida Department of Environmental Protection. The intent of the Lake Protection category is to ensure that development within the Lake Jackson basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality. The Lake Protection category is the basis for regulation and, where appropriate, limitation of development and redevelopment of land within the Lake Jackson Basin. The bounds of this category are to be the Lake Jackson basin boundary adjusted to include contributing watersheds but excluding existing, more intensely developed areas south of Interstate 10 and areas outside the Urban Service Area.

ALLOWABLE USES, DENSITIES, AND INTENSITIES 1. Residential The Lake Protection category shall allow for residential uses at a base density of one (1) dwelling unit per two (2) gross acres.

- 1 To encourage compact and efficient development, two density bonus options are available for properties within the category:
- i) A residential density of up to two (2) dwelling units per gross acre may be permitted within developments designed as a Clustered Subdivision.
- ii) A residential density of up to eight (8) dwelling units per gross acre may be permitted within the Lake Protection Node (LPN) zoning district

#### 2. Mixed-use & Non-residential

Non-residential and mixed-use development (including, but not limited to, office and commercial uses) within the Lake Protection category may only be permitted within areas designated with the Lake Protection Node (LPN) zoning district. Within this district, single use, non-residential development shall be allowed at a maximum intensity of 10,000 square feet (S.F.) per gross acre. Projects containing a vertical mixture of uses, including any combination of office, commercial and residential uses, may receive a bonus of 2,500 S.F. per gross acre, for a total of 12,500 S.F. per gross acre.

#### SPECIAL CONDITIONS

The following special conditions shall apply to the Lake Protection Future Land Use category: 1. The Lake Protection Node zoning district shall only be permitted at the following intersections:

- Highway 27 North and Sessions Road
- Highway 27 North and Capital Circle NW/Old Bainbridge Road
- Highway 27 North and Fred George Road
- Bannerman Road and Bull Headley Road.

The exact extent of these Nodes shall be specified in the City of Tallahassee and Leon County land development regulations, but generally shall not extend beyond ¼ mile from the respective intersection and shall not include areas within a Special Development Zone (SDZ) or existing single family subdivisions.

In contrast, the Comprehensive Plan calls for an Urban Service Area average of no less than two residential units per one acre, which is four times the allowed density in Lake Protection. However, the current Lake Protection policy does not support the larger goal of more compact development in the Urban Service Area. While it may not be feasible to increase the density throughout the Lake Protection category without impacting Lake Jackson, targeted areas based on the Smart Growth principles would help in supporting the larger goals for a compact community that preserves green space and rural lands further from the urban core.

The Smart Growth principles were selected for this analysis based on the quality of the information available, specific focus on local government, broad support, and consistency with existing Comprehensive Plan and Board direction.

Attachment #2 provides information on why communities select Smart Growth (adapted from "This is Smart Growth," published by ICMA and EPA in 2006).

The ten Smart Growth principles identified by the Smart Growth Network include:

- 1. Mix land uses
- 2. Take advantage of compact building design
- 3. Create a range of housing opportunities and choices
- 4. Create walkable neighborhoods

- 5. Foster distinctive, attractive communities with a strong sense of place
- 6. Preserve open space, <u>farmland</u>, natural beauty, and <u>critical environmental</u> areas
- 7. Strengthen and direct development towards existing communities
- 8. Provide a variety of transportation choices
- 9. Make development decisions predictable, fair, and cost effective
- 10. Encourage community and stakeholder collaboration in development decisions

Recommendation A: Direct staff to develop and bring back a new Lake Protection Node zoning district for the Lake Protection land use category that allows non-residential uses and higher density housing while requiring the Lake Protection storm water standards.

This recommendation is based on the Smart Growth principle of allowing mixed land uses to create more vibrant, diverse, and walkable communities. The provision of active living opportunities, where residents and visitors can easily and regularly walk or bicycle to everyday destinations, supports healthy movement and could lower health care costs. Local areas, like Midtown and Market Square, have a mix of commercial, office, and residential uses, and are arguably some of the most attractive areas to shop, live, and invest in locally.

Development concentrated into geographic nodes is a planning tool that is gaining popularity both locally and elsewhere. The concept involves allowing higher development rights around major intersections rather than along commercial strips that stretch miles down either side of roads.

Such nodes, through concentrating commercial, office, and higher density residential uses tied together with sidewalks and bicycle lanes and paths can help reduce automobile trips, decrease the need for widened roadways to accommodate these trips, and provide convenient and attractive walking and bicycling connections to adjacent or nearby residential areas.

The 2006 U.S. Environmental Protection Agency report "Protecting Water Resources with Higher-Density Development" focuses on the idea that more compact development can help save more land to protect water resources. The following graphic from the report demonstrates how the same number of homes can be accommodated in less land area when the land per home is reduced. The graphic is simplified to help illustrate the concept. Staff recognizes that the Lake Jackson basin is complex and that significant development already exists in the basin. However, this concept can still be utilized in new policies to guide future development toward designated nodes

Land uses are significantly limited in Lake Protection. The incorporated area of Lake Protection (within the City Limits) does not presently allow non-residential uses. The unincorporated area allows some non-residential uses (minor office and minor commercial), but only within a Planned Unit Development process that requires Board approval.

The establishment of nodal areas by the application of a new zoning district could be allowed at identified intersections of major roadways similar to that established along Mahan Drive between Capital Circle and Interstate – 10. Potential locations are identified on the following map with ¼-mile radius circles and may include U.S. Hwy 27 and Capital Circle Northwest, U.S. Hwy 27 and Fred George Road, U.S. Hwy 27 and Sessions Road, the Market Square area, and the intersection of Bannerman and Bull Headley roads.

This new zoning district would specify permitted uses, and urban design and other development standards, including current Lake Protection storm water standards and requirements and perhaps a cap on total acres in the Lake Jackson Basin that can be placed in the new district.

Properties that could be considered for rezoning to new Lake Protection Node would include nonconforming uses, vacant properties whose highest and best use may be commercial or office to serve the surrounding residential areas, and other properties suitable for higher density housing. The extent of these nodal areas would ideally be within a radius of ¼ mile of a main intersection, which is a five-minute walk for most people.

This recommendation is also consistent with the following Smart Growth principles:

- Compact building design
- Range of housing opportunities and choices
- Walkable neighborhoods
- Sense of place
- Direct development towards existing communities
- Variety of transportation choices
- Make development decisions predictable, fair, and cost effective

The Lake Protection land use category in the Comprehensive Plan (Policy 2.2.18 in the Land Use Element) currently specifies a base density of one residential unit per two acres (~2-acre lot size). This large lot size was used partly based on the idea that lower-density housing equals less impervious surface.

However, in practice, large lot sizes often result in large quantities of land being cleared, affecting runoff and natural habitat, and require extensive support infrastructure due to the distance between homes.

Walkability is more than just sidewalks, but they are fundamental to being able to walk to a destination within urban areas. At present, Section 10-7.529(3) f of the County's Land Development Code exempts sidewalks in new residential developments within the Lake Protection zoning district. With some limited exceptions, much of the older development patterns within the Lake Protection district are not very walkable. Both the City and the County are retrofitting certain areas of the urban area with sidewalks where feasible and affordable. These include proposed sidewalks within the Lake Protection district along Maclay and Timberlane roads. The recently updated City/County Greenways Master Plan also proposes several multiuse trails that have the strong potential to improve pedestrian and bicycle connectivity in areas of the Lake Protection district. However, true walkability also requires more mixed-use developments with good pedestrian design.

Providing a variety of transportation choices is a vital component of sustainable development. These should include mass transit, bicycling, and walking.

Automobiles will continue to be a major transportation mode for longer trips.

Nevertheless, mix of uses and improved connectivity makes walking and bicycling more realistic transportation options because destinations can be placed at closer distances, and more direct routes can allow pedestrians to reach a given destination.

Allowing more and/or different kinds of growth within Lake Protection, even confined to nodal areas, will likely be controversial among some residents, landowners, and developers, as well as environmental advocates for the Lake. However, this kind of development is increasingly attractive to growing numbers of homebuyers and renters who prefer to live in walkable mixed use communities.

In order for the principles of smart growth to be acceptable, it is critical that residents, landowners, developers, and other stakeholders, have the opportunity to develop a common understanding of the concepts presented within this agenda item. Therefore, stakeholder collaboration will be an important part of evaluating and shaping any policy changes that are developed.

#### Sustainable Growth

The 1987 World Commission on Environment and Development established the most often used definition of sustainable development: "development that meets the needs of the present without compromising the ability of future generations to meet their own needs." While this definition is widely utilized, it is challenging to directly apply to policy decisions. As such, the definition has been the subject of many efforts to develop implementing principles.

The Planning Department selected "Smart Growth" as the body of work and implementing principles to provide a framework for this project. The Smart Growth principles were established by the Smart Growth Network in 1996 and were the subject of four publications developed cooperatively with the International City/County Management Association. The Smart Growth Network has a broad partnership base including the National Association of Counties, ICLEI-Local Governments for Sustainability, Institute of Transportation Engineers, American Planning Association, Florida Department of Health, and the National Association of Realtors. Both Leon County and the City of Tallahassee are members of ICLEI.

The Smart Growth principles were selected for this project based on the quality of the information available, specific focus on local government, broad support, and consistency with existing Comprehensive Plan and County Commission direction.

The ten Smart Growth principles identified by the Smart Growth Network include:

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- 8. Provide a variety of transportation choices
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These principles, Planning Department analysis, and the policy examples provided in "Getting to Smart Growth: 100 Policies for Implementation" and "Getting to Smart Growth II: 100 More Policies for Implementation" were used to develop the concepts for the Lake Jackson Sustainable Development Project.

## Sidewalks in Lake Protection

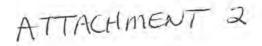
Walkability is more than just sidewalks, but they are fundamental to being able to walk to a destination within urban areas. At present, Section 10-7.529(3)f of the County's Land Development Code exempts sidewalks in new residential developments within the Lake Protection zoning district. This portion of the project will review the existing sidewalk exemption in Lake Protection and evaluate the potential use of locational standards such as proximity to the Lake Protection Node zoning, potential connection to existing or proposed

ATTACHMENT 1

sidewalks or greenways, and sewer availability to determine when sidewalks would be required. Options may include retaining the exemption for isolated residential areas with little or no walkability potential.

Both the City and the County are retrofitting certain urban areas with sidewalks where feasible and affordable. These include proposed sidewalks within the Lake Protection district along Maclay and Timberlane roads. The recently updated City/County Greenways Master Plan also proposes several multiuse trails that have the strong potential to improve pedestrian and bicycle connectivity in areas of the Lake Protection district. Requiring new development in potentially walkable areas to install sidewalks will help prevent these costs from being shifted to future tax payers in from of public projects.

The benefits of walkability include the ability to age in place, lowered transportation costs, improved personal health and fitness, and expanded choices on how to get around.



# FLORIDA DEPARTMENT OF TRANSPORTATION 2016 ANNUAL AVERAGE DAILY TRAFFIC REPORT - REPORT TYPE: ALL

COUNTY: 55 LEON

SITE TYPE	DESCRIPTION	DIR	ECTION 1		eserge on the	9 7 2 1 1 10		"K" FCTR	"D" FCTR	"T" FCTR	
	SR 10 (US90) - 1000' E OF BUCK LAKE RD	E	10500	M	11000			9.0	66.5F	5.4A	
	SR 261(CAP CIR) - BETWEEN I-10 AND KILLEARN CTR	N	19500		O	19500	C	9.0	99.9W	2.9P	
	CR 148 (TIMBERLANE RD) - 525' W OF SR 61 (THOMASVI	E	8100	M	7000	15100	C	9.0	72.2F	3.1A	
	SR 61 (US 319) - 925' S OF CR 342 (BANNERMAN RD)	N	18000	S	19000	37000	C	9.0	66.5F	4.6P	
	CR 259 (TRAM RD) - 375' B OF SR 261 (CAP CIR SE)	E	0	W	0	4100	C	9.5	72.2F	3.5F	
	SR 263(CAP CIRCLE NW) - 700' S OF COMMONWEATH	N	16500	S	16500	33000	C	9.0	66.5F	8.3A	
	SR 263(CAP CIR NW) - 0.55 MILE N OF SR 8(I-10) (	N	8100	S	8600	16700	C	9.0	66,5F	8.5A	
	SR 61 - BETWEEN I-10 AND TIMBERLANE RD	N	26000	S	27500	53500	C	9.0	66.5F	2.7F	
	SR 263 (CAP CIR NW) - 725' N OF CR 158 (THARPE ST	N	17000	S	17000	34000	C	9.0	66.5F	7.3P	
	SR 63 (US27) - 1000' N OF SESSIONS RD	N	19000	S	18000	37000	C	9.0	66.5F	5.0A	
	BRADFORDVILLE RD - 950' E OF SR 61(THOMASVILLE R	E	4000	W	5300	9300	C	9.0	66.5F	3.5F	
	BANNERMAN RD - 1100' W OF SR 61 (THOMASVILLE RD)	E	8800	W	8400	17200	c	9.0	66.5F	3.5F	
- Indian	CR 0353 (DEMPSEY MAYO RD) - 500' N OF SR 10 (US	N	2200	S	2700	4900	C	9.0	66.5F	3.0A	
	CR 2203 ( SPRINGHILL RD) - 125' S OF CYPRESS POIN	N	1800	S	1600	3400	C	9.0	72.2F	4.7A	
	FRED GEORGE RD - 225' E OF SR 263 (CAP CIR NW)	E	2600	M	2500	5200	C	9.0	66.5F	4.2A	
	CR 0361(OLD BAINBRIDGE RD) -350' N OF SR 63(US27	N	0	s	0	7300	C	9.0	66.5F	3.5F	
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SITE TYPE : BLANK= PORTABLE; T= TELEMETERED

"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011

AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST;

V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN

"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

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ATT. 3

Attachment #10 Page 1 of 1

# SCHOOL IMPACT ANALYSIS FORM

Agent Name: Greenman-Pedersen, Inc. Applicant Name: Cawthon Family Properties, LLC Address: 2504 Hariman Circle Tallahassee, FL 32308	Date: 02-19-18 Telephone: 668-5211 Fax: Email:
① Location of the proposed Comprehensive Plan A	mendment or Rezoning:
Tax ID #: 14-08-20-408-0000 & 14-08-20-409-0000 (30 Property address: <b>1665 Bannerman Road</b> Related Application(s):	).9 +/- ac)
<ul> <li>Type of requested change (check one):</li> <li>Comprehensive plan land use amendment that per Rezoning that permits residential development.</li> </ul>	mits residential development.
Nonresidential land use amendment adjacent to ex  Nonresidential rezoning adjacent to existing residen	
<ul> <li>③ Proposed change in Future Land Use or Zoning</li> <li>☐ Comprehensive plan land use From:</li></ul>	To:
Planning Department staff use only:	Otection Node (EF N)
Maximum potential number of dwelling units per Number of dwelling units: 8 du per acre max 247 Unit Type(s) of dwelling units: single-family detached, single mixed-use development.	<u>s</u>
Leon County Schools staff use only:	
School concurrency service areas (attendance ze School Board approved at the February 27, 2018 meet      Elementary: Hawks Rise  Michael Present capacity  148	

Calculations based on maximum possible students-single family<1000 base square feet

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.





School Impact Analysis Form (Sept. 2007)

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #11** 

# **Leon County Board of County Commissioners**

Agenda Item #11

**April 10, 2018** 

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Herbert W. A. Thiele, County Attorney

Title: First and Only Tax Equity and Fiscal Responsibility Act (TEFRA) Public

Hearing, Adoption of the Resolution and Approval of the Interlocal

Agreement with Holy Comforter Episcopal School, Inc.

Review and Approval:	Vincent S. Long, County Administrator Herbert W. A. Thiele, County Attorney
Lead Staff/ Project Team:	Finance Advisory Committee: Vincent S. Long, County Administrator Herbert Thiele, County Attorney Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Jordan Steffens, Finance Director, Clerk of County Courts

## **Statement of Issue:**

This agenda item requests the Board conduct the first and only Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing, adopt the Resolution and approve the Interlocal Agreement regarding Holy Comforter Episcopal School, Inc. for conduit financing through Leon County.

### **Fiscal Impact**

This item has a no fiscal impact. All costs associated with the debt issuance will be paid for by Holy Comforter. The bond would not be a debt or pledge of the faith and credit of Leon County and the County is not liable for the debt service on the loans for these projects. No revenues or assets of Leon County are pledged to secure the debt.

#### **Staff Recommendation:**

Option #1: Conduct the first and only TEFRA public hearing, adopt the Resolution

(Attachment #1) and approve the Interlocal Agreement regarding Holy Comforter

Episcopal School, Inc. (Attachment #2).

Title: First and Only Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, Adoption of the Resolution and Approval of the Interlocal Agreement with Holy Comforter Episcopal School, Inc.

April 10, 2018

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### **Report and Discussion**

## **Background:**

Pursuant to Policy No. 08-3, "Leon County Conduit Financing Policy", Holy Comforter Episcopal School, Inc. (Holy Comforter) has submitted an application for conduit financing through Leon County. Conduit financing allows a nonprofit entity to use Leon County's name to issue tax-exempt debt for large capital projects. The debt is not a financial obligation of Leon County. In order to approve a conduit financing, the Internal Revenue Service (IRS) requires an opportunity for the public to provide comment on the issuance of the debt which is referred to as a Tax Exempt Financing Reform Act (TEFRA) Public Hearing.

At the March 27, 2018 meeting, the Board approved the scheduling of the TEFRA public hearing for April 10, 2018 at 6:00pm. A copy of the notice of public hearing is included as Attachment #3.

## **Analysis:**

Policy No. 08-3, "Leon County Conduit Financing Policy" (Attachment #4) provides the process by which nongovernmental entities can access tax-exempt financing through Leon County. The policy states:

Leon County acknowledges that, although each individual issue must be self-supporting and will not at any time require the direct financial support of the County, the issues will utilize the County's authority and reputation for the issuance and that debt issues that do not ultimately perform to market expectations could negatively impact the County's future capacity to issue debt and the overall reputation of the County.

In order to ensure the debt issue meets these expectations, the policy provides that:

- 1. The project must meet a community need and;
- 2. The project must be financially feasible.

As contained in their March 6, 2018 application (Attachment #5), Holy Comforter has requested the issuance of a \$6.0 million tax-free bond for the purpose of the financing the acquisition, construction and equipping of improvements constituting a new cafeteria and performing arts building at the school. This proposed bond would exist for a period not to exceed 25 years and Capital City Bank has committed to purchase it in whole. The total estimated project cost is \$7.25 million dollars with an additional \$125,000 in issuance costs for a total of \$7.3 million. Holy Comforter intends to fund raise or use existing resources to pay for the difference between the bond issue and the total project cost. Holy Comforter school has been in operation since 1955 and is currently located at 2001 Fleischmann Road. The school teaches over 500 County students from pre-k through the 8<sup>th</sup> grade and employs over 70 teachers.

Title: First and Only Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, Adoption of the Resolution and Approval of the Interlocal Agreement with Holy Comforter Episcopal School, Inc.

April 10, 2018

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In accordance with Policy 08-3, the County's financial advisor performs a review and provides a written report to the County with respect to the issue. The financial advisor's recommendation is then submitted to the County's Finance Advisory Committee for review. The Finance Advisory Committee then makes a final recommendation to the Board.

The County's financial advisor (PFM) has performed their review of the financing structure and terms (Attachment #6) and recommended to the Financial Advisory Committee that the bond issue be conducted. The County's Financial Advisory Committee which consists of the County Administrator, County Attorney, Deputy County Administrator, Director of Financial Stewardship and Finance Director met on Wednesday, March 14, 2018 and reviewed the application submitted by Holy Comforter. The Committee determined that Holy Comforter meets or exceeds the criteria established per County Policy. The Committee recommended proceeding with the TEFRA hearing and adopting the authorizing Resolution.

Pursuant to the Policy, Holy Comforter has provided the County a nonrefundable application fee of \$15,000 to cover any costs incurred by the County, regardless if the bond is ultimately issued or not. Should the Board decide to approve conduit financing for the School, an additional financing fee in the amount equal to 1% of the principal amount of the issued bond actually issued, or \$5,000 whichever is greater (the fee is approximately \$44,000 in this case) will be paid by Holy Comforter to the County.

In addition to the County's Financial Advisor, the County's Bond Counsel (Bryant, Miller and Olive), and the County Attorney have reviewed the application and supporting documentation and have concluded that it meets the appropriate legal requirements.

Lastly, in order to approve the conduit financing arrangement, the Board must hold the TEFRA public hearing and by resolution (Attachment #1), authorize the issuance of conduit financing for the Holy Comforter Episcopal School, Inc. and also approve the Loan Agreement (Attachment #2).

#### **Options:**

- 1. Conduct the first and only TEFRA public hearing, adopt the Resolution (Attachment #1) and approve the Interlocal Agreement regarding Holy Comforter Episcopal School, Inc. (Attachment #2)
- 2. Conduct the first and only TEFRA public hearing and do not adopt the Resolution and do not approve the Interlocal Agreement regarding Holy Comforter Episcopal School, Inc.
- 3. Board Direction

#### **Recommendation:**

Option #1.

Title: First and Only Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, Adoption of the Resolution and Approval of the Interlocal Agreement with Holy Comforter Episcopal School, Inc.

April 10, 2018

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# Attachments:

- 1. Proposed Resolution
- 2. Loan Agreement
- 3. Notice of Public Hearing
- 4. Policy No. 08-3
- 5. Application for Conduit Financing by Holy Comforter School, Inc. including Pro Forma
- 6. Memo from Public Financial Management Inc. (PFM)

NGN Draft No.2 3/30/18 024.04

### RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY **COMMISSIONERS OF LEON** COUNTY, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS EDUCATIONAL FACILITIES REVENUE BOND (HOLY COMFORTER EPISCOPAL SCHOOL PROJECT), SERIES 2018 AND FOR A LOAN BY THE ISSUER TO HOLY COMFORTER EPISCOPAL SCHOOL, INC., FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING IMPROVEMENTS TO HOLY COMFORTER EPISCOPAL SCHOOL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE SERIES 2018 BOND; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

# BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, THAT:

- **SECTION 1. ISSUER FOR THIS RESOLUTION.** This Resolution, hereafter called "Resolution," is adopted pursuant to the provisions of Chapter 159, Part II, Florida Statutes, and other applicable provisions of law.
- **SECTION 2. DEFINITIONS.** Unless the context otherwise requires, the terms used in this Resolution shall have the meanings specified in this section. Any capitalized terms used but not otherwise defined herein shall have the meanings assigned such terms in the Loan Agreement (as defined below.) Words importing the singular shall include the plural, words importing the plural shall include the singular, and words importing persons shall include corporations and other entities or associations.
- "Act" means the Constitution and laws of the State of Florida, particularly Chapter 159, Part II, Florida Statutes, and other applicable provisions of law.
- "Bond Counsel" means the law firm of Nabors, Giblin & Nickerson, P.A., Tampa, Florida or a firm of nationally recognized standing in the field of municipal finance law whose opinions are generally accepted by purchasers of public obligations and who is acceptable to the Issuer.
- "Bond Documents" shall mean the Series 2018 Bond, the Loan Agreement and other documents related thereto.
- "Bondholder" means, initially, Capital City Bank, a banking corporation organized and existing under the laws of the State of Florida.

- "Borrower" means Holy Comforter Episcopal School, Inc., a Florida not-for-profit corporation, and any surviving, resulting, or transferee entity as provided in the Loan Agreement.
- "Chairman" means the Chairman or Vice Chairman of the Board of County Commissioners of the Issuer, or such person's designee.
- "Clerk" means the Clerk of the Circuit Court, ex officio Clerk of the Board of County Commissioners of Leon County, Florida, or designee thereof.
- "Code" means the Internal Revenue Code of 1986, as amended from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions.
- "Guarantor" means the Episcopal Church in the Diocese of Florida, Inc., a Florida not-for-profit corporation.
  - "Issuer" shall mean Leon County, Florida.
- "Loan Agreement" means the Loan Agreement to be executed among the Issuer, the Borrower and the Guarantor, substantially in the form attached hereto as EXHIBIT A and incorporated herein by reference.
  - "Project" shall have the meaning set forth in the Loan Agreement.
- "Series 2018 Bond" means the Issuer's Educational Facilities Revenue Bond (Holy Comforter Episcopal School, Inc. Project), Series 2018, issued under the Loan Agreement in the principal amount of not to exceed \$6,000,000, substantially in the form and with the rates of interest, maturity dates and other details provided for herein and in the Loan Agreement or established in accordance with the terms hereof and thereof, to be authorized and issued by the Issuer, authenticated by the Clerk and delivered under the Loan Agreement.
  - "State" means the State of Florida.
- **SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared as follows:
- (A) The Issuer is a political subdivision of the State of Florida and is authorized by the Act to finance and refinance any capital project, including projects consisting of "educational facilities" as defined in the Act, including land, rights in land, buildings, machinery and other improvements essential or convenient for the orderly conduct of such "project."

- (B) The Borrower is a non-profit corporation which operates the existing Holy Comforter school.
- (C) The issuance of the Series 2018 Bond by the Issuer pursuant to the Act will promote the economic development and health and welfare of the citizens of the Issuer, provide the residents of the Issuer with new jobs or retained jobs, and promote the general economic structure of the Issuer, thereby serving the public purposes of the Act.
- (D) Upon consideration of the documents described herein and the information presented to the Issuer by the Borrower at or prior to the adoption of this Resolution, the Issuer has made and does hereby make the following findings and determinations:
  - (1) The project financed with the proceeds of the Series 2018 Bond constitutes a "project" within the meaning of the Act and consists of the educational facility specified on EXHIBIT C attached hereto, owned and operated by the Borrower.
  - Based solely on representations made to the Issuer by the Borrower, the Borrower is financially responsible based on the criteria established by the Act, and is fully capable and willing (i) to fulfill its obligations under the Loan Agreement, and any other agreements to be made in connection with the issuance of the Series 2018 Bond and the use of the Series 2018 Bond proceeds for financing the Project, including the obligation to pay loan payments or other payments in an amount sufficient in the aggregate to pay all of the interest, principal, and redemption premiums, if any, on the Series 2018 Bond, in the amounts and at the times required, and (ii) to serve the purposes of the Act and such other responsibilities as may be imposed under such agreements, due consideration having been given to the financial condition of the Borrower, the Borrower's ratio of current assets to current liabilities, net worth, earning trends, coverage of all fixed charges, the nature of the industry or business and of the activity involved, the inherent stability thereof, and other factors determinative of the capability of the Borrower financially and otherwise, to fulfill its obligations consistently with the purpose of the Act.
  - (3) Adequate provision is made under the Loan Agreement for the payment of the principal of, premium, if any, and interest on the Series 2018 Bond when and as the same becomes due.
  - (4) The principal of, premium, if any, and interest on the Series 2018 Bond and all other pecuniary obligations of the Issuer under the Loan Agreement or otherwise, in connection with financing the Project, shall be payable by the Issuer solely from (a) the loan payments and other revenues and proceeds received by the Issuer under the Loan Agreement, (b) from the operation, sale, lease or other disposition of the Project, including proceeds from insurance or condemnation awards and proceeds of any foreclosure or other realization upon the liens or security interests under the Loan Agreement or other documents referenced therein, and (c) the proceeds of the Series 2018 Bond and income from the temporary investment of the proceeds of the Series 2018 Bond or of such other revenues and proceeds, as pledged for such payment and as provided in

the Loan Agreement. Neither the faith and credit nor the taxing power of the Issuer, the State or of any political subdivision or agency thereof is pledged to the payment of the Series 2018 Bond issuable under the Loan Agreement or of such other pecuniary obligations of the Issuer, and neither the Issuer, the State nor any political subdivision or agency thereof shall ever be required or obligated to levy ad valorem taxes on any property within their territorial limits to pay the principal of, purchase price, premium, if any, or interest on such Series 2018 Bond or other pecuniary obligations or to pay the same from any funds thereof other than such revenues, receipts and proceeds so pledged, and the Series 2018 Bond shall not constitute a lien upon any property owned by the Issuer or the State or any political subdivision or agency thereof, other than the Issuer's interest in the Loan Agreement and the property rights, receipts, revenues and proceeds pledged therefor under any other agreements securing the Series 2018 Bond.

- A delegated negotiated sale of the Series 2018 Bond is required and (5) necessary, and is in the best interest of the Issuer, for the following reasons: the Series 2018 Bond will be a special and limited obligation of the Issuer payable solely out of revenues and proceeds derived by the Issuer pursuant to the Loan Agreement, and the Borrower will be obligated for the payment of all costs of the Issuer in connection with the financing of the Project which are not paid out of the Series 2018 Bond proceeds or otherwise; the cost of issuance of the Series 2018 Bond, which will be borne directly or indirectly by the Borrower, could be greater if the Series 2018 Bond is sold at a public sale by competitive bids than if the Series 2018 Bond is privately placed on a negotiated basis; private activity revenue bonds having the characteristics of the Series 2018 Bond are typically and usually sold at negotiated sale or privately placed; the Borrower has indicated that it may be unwilling to proceed with the financing of the Project unless a negotiated sale of the Series 2018 Bond is authorized by the Issuer; and authorization of a negotiated sale of the Series 2018 Bond is necessary in order to serve the purposes of the Act.
- (6) All requirements precedent to the adoption of this Resolution, of the Constitution and other laws of the State of Florida, including the Act, have been complied with.
- **SECTION 4. DELEGATED SALE OF SERIES 2018 BOND; AUTHORIZATION AND DESCRIPTION OF SERIES 2018 BOND.** (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 4(B) below prior to the issuance of the Series 2018 Bond, the Issuer hereby authorizes the issuance of bonds of the Issuer to be known as the "Leon County, Florida Educational Facilities Revenue Bond (Holy Comforter Episcopal School Project), Series 2018" for the purpose of providing moneys to finance the Project. The Series 2018 Bond shall be issued only in accordance with the provisions hereof and of the Loan Agreement and all the provisions hereof and of the Loan Agreement shall be applicable thereto.
- (B) Subject to full satisfaction of the conditions set forth in this Section 4(B), the Issuer hereby authorizes a delegated negotiated sale of the Series 2018 Bond to the Bondholder in accordance with the terms of the Loan Agreement, with such changes, amendments,

modifications, omissions and additions thereto as shall be approved by the Chairman in accordance with the provisions of this Section 5(B), the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 5. The Loan Agreement shall not be executed by the Chairman until such time as all of the following conditions have been satisfied:

- (1) Receipt by the Chairman of a final Loan Agreement providing for purchase of the Series 2018 Bond by the Bondholder, said purchase to provide for, among other things, (i) the issuance of not exceeding an initial principal amount of the Series 2018 Bond necessary to finance the Project, (ii) the initial interest rate shall not exceed 3.52% per annum, and (iii) the final maturity of the Series 2018 Bond shall be no later than October 1, 2046.
- (2) Receipt by the Chairman from the Bondholder of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes, for the Series 2018 Bond, said disclosure statement and truth-in-bonding statement to be substantially in the form attached hereto as EXHIBIT B and incorporated herein by reference.
- (3) The issuance of the Series 2018 Bond shall not exceed any debt limitation prescribed by law, and such Series 2018 Bond, when issued, will be within the limits of all constitutional or statutory debt limitations.
- **SECTION 5. REDEMPTION.** The Series 2018 Bond is subject to redemption prior to maturity in the manner, to the extent, in the amounts and at the times set forth in form of Bond attached as an exhibit to the Loan Agreement.
- SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LOAN AGREEMENT. The Loan Agreement, substantially in the form attached hereto as EXHIBIT A, with such corrections, insertions and deletions as may be approved by the Chairman and Clerk, such approval to be evidenced conclusively by their execution thereof, is hereby approved and authorized; the Issuer hereby authorizes and directs the Chairman to date and execute and the Clerk to attest, under the official seal of the Issuer, the Loan Agreement, and to deliver the Loan Agreement to the Borrower and Bondholder; and all of the provisions of the Loan Agreement, when executed and delivered by the Issuer as authorized herein and by the Borrower and Bondholder, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.
- SECTION 7. AUTHORIZATION OF EXECUTION OF OTHER CERTIFICATES AND OTHER INSTRUMENTS. The Chairman and the Clerk are hereby authorized and directed, either alone or jointly, under the official seal of the Issuer, to execute and deliver certificates of the Issuer certifying such facts as the Issuer's Counsel or Bond Counsel shall require in connection with the issuance, sale and delivery of the Series 2018 Bond, and to execute and deliver such other instruments, and such other assignments, bills of sale and financing statements, as shall be necessary or desirable to perform the Issuer's obligations under the Loan Agreement and to consummate the transactions hereby authorized.

**SECTION 8. NO PERSONAL LIABILITY.** No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2018 Bond, the Loan Agreement, or any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2018 Bond (collectively, hereinafter referred to as the "Bond Documents"), shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any member or officer of the Issuer executing the Bond Documents shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

**SECTION 9. NO THIRD PARTY BENEFICIARIES.** Except as otherwise expressly provided herein or in the Bond Documents, nothing in this Resolution, or in the Bond Documents, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the Issuer, the Borrower, the Gurantor, and the Bondholder from time to time of the Series 2018 Bond, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bond Documents, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Borrower, the Gurantor, and the Bondholder from time to time of the Series 2018 Bond.

**SECTION 10. PREREQUISITES PERFORMED.** All acts, conditions and things relating to the passage of this Resolution, to the issuance, sale and delivery of the Series 2018 Bond, to the execution and delivery of the other Bond Documents, required by the Constitution or other laws of the State, to happen, exist and be performed precedent to the passage hereof, and precedent to the issuance, sale and delivery of the Series 2018 Bond, to the execution and delivery of the other Bond Documents, have either happened, exist and have been performed as so required or will have happened, will exist and will have been performed prior to such execution and delivery thereof.

**SECTION 11. COMPLIANCE WITH CHAPTER 218, PART III, FLORIDA STATUTES.** The Issuer hereby approves and authorizes the completion, execution and filing with the Division of Bond Finance, Local Bond Monitoring Section, at the expense of the Borrower, of notice of the sale of the Series 2018 Bond and of Bond Information Form BF 2003, and any other acts as may be necessary to comply with Chapter 218, Part III, Florida Statutes.

**SECTION 12. GENERAL AUTHORITY.** The officers, attorneys, engineers or other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution and the Bond Documents, and to do all acts and things which are desirable and consistent with the requirements hereof or of the Bond Documents, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein and in the Bond Documents.

**SECTION 13. THIS RESOLUTION CONSTITUTES A CONTRACT.** The Issuer covenants and agrees that this Resolution shall constitute a contract between the Issuer and the owners from time to time of the Series 2018 Bond then outstanding and that all covenants

and agreements set forth herein and in the Bond Documents to be performed by the Issuer shall be for the equal and ratable benefit and security of all owners of the Series 2018 Bond.

SECTION 14. LIMITED OBLIGATION. THE ISSUANCE OF THE SERIES 2018 BOND SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE ISSUER, THE STATE NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER, OR TO LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN THEIR TERRITORIAL LIMITS TO PAY THE PRINCIPAL OF, PURCHASE PRICE, PREMIUM, IF ANY, OR INTEREST ON SUCH SERIES 2018 BOND OR OTHER PECUNIARY OBLIGATIONS, OR TO PAY THE SAME FROM ANY FUNDS THEREOF OTHER THAN SUCH REVENUES, RECEIPTS AND PROCEEDS SO PLEDGED, AND THE SERIES 2018 BOND SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY THE ISSUER OR THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, OTHER THAN THE ISSUER'S INTEREST IN THE LOAN AGREEMENT AND THE PROPERTY RIGHTS, RECEIPTS, REVENUES AND PROCEEDS PLEDGED THEREFOR UNDER AND AS PROVIDED BY ANY OTHER AGREEMENTS SECURING THE SERIES 2018 BOND.

SECTION 15. 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 or of the Series 2018 Bond issued under the Loan Agreement.

**SECTION 16. REPEALING CLAUSE.** All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 17. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

# **ADOPTED** this 10<sup>th</sup> day of April, 2018.

# LEON COUNTY, FLORIDA

	By:  Nick Maddox, Chairman  Board of County Commissioners
ATTESTED BY: Gwendolyn Marshall, Clerk of Court & Comptroller, Leon County, Florida	
Ву:	
APPROVED AS TO FORM: Leon County Attorney's Office	
By: Herbert W. A. Thiele, Esq. County Attorney	

# **EXHIBIT A**

# FORM OF LOAN AGREEMENT

#### **EXHIBIT B**

# FORM OF DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

			,	20	1	8

Leon County, Florida Tallahassee City, Florida

Re: Leon County, Florida Educational Facilities Revenue Bond (Holy Comforter Episcopal School Project), Series 2018

#### Gentlemen:

In connection with the proposed issuance by Leon County, Florida (the "Issuer") of \$\_\_\_\_\_\_ in aggregate principal amount of its Educational Facilities Revenue Bond (Holy Comforter Episcopal School Project), Series 2018 referred to above (the "Series 2018 Bond"), Capital City Bank (the "Bondholder") is purchasing the Series 2018 Bond on the date hereof. The Series 2018 Bond is being sold pursuant to a Loan Agreement, dated the date hereof, among the Issuer, the Bondholder and Holy Comforter Episcopal School, Inc. (the "Borrower"), which will embody the negotiations in respect thereof.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, certain information with respect to the arrangements contemplated for the purchase of the Series 2018 Bond as follows:

- (a) The nature and estimated amount of expenses to be incurred by the Bondholder in connection with the purchase of the Series 2018 Bond are set forth in Schedule I attached hereto.
- (b) No person has entered into an understanding with the Bondholder, or to the knowledge of the Bondholder, with the Issuer for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer, the Borrower and the Bondholder or to exercise or attempt to exercise any influence to effect any transaction in the placement of the Series 2018 Bond.
- (c) No other fee, bonus or other compensation is estimated to be paid by the Bondholder in connection with the issue of the Series 2018 Bond, to any person not regularly employed or retained by the Bondholder (including any "finder") as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bondholder, as set forth in paragraph (a) above.
  - (e) The name and address of the Bondholder is:

Capital City Bank 217 North Monroe Street Tallahassee, Florida 32301

- (f) The Issuer is proposing to issue \$6,000,000 of the Series 2018 Bond for the principal purposes of financing the acquisition, constructing and equipping of improvements to Holy Comforter Episcopal School (as provided in the Loan Agreement), and (ii) paying costs and expenses related to the issuance of the Series 2018 Bond. These obligations are expected to be repaid over a period of approximately 28 years. At an assumed annual interest rate of 3.52% (such Series 2018 Bond being issued as a variable rate bond, after ten years), total interest paid over the life of the obligations is estimated to be approximately \$\_\_\_\_\_\_.
- (g) The source of repayment or security of the Series 2018 Bond are payments made by the Borrower under the Loan Agreement. No revenues or funds of the Issuer shall be applied to pay debt service on the Series 2018 Bond.

We understand that you do not require any further disclosure from the Bondholder, pursuant to Section 218.385, Florida Statutes.

Very truly yours,

#### **CAPITAL CITY BANK**

By:			
Title:			

# Schedule I

# Bondholder's Expenses

Expense Item Total Amount Per Bonds(\$1,000)

# **EXHIBIT C**

# THE PROJECT

NGN Draft No.1 3/23/18 024.04

#### LOAN AGREEMENT

Dated as of April \_\_\_\_\_, 2018

The interest of Leon County, Florida (the "Issuer") in this Loan Agreement (the "Agreement") has been assigned (except for the rights of and amounts payable to the Issuer under Sections 4.2(c), 5.1(c), 6.15, 7.2, 8.2, 8.4, 10.1 and 10.2 of this Agreement, all rights to indemnification and rights to receive costs, fees, and expenses of the Issuer and the right to receive notices and to consent to amendments under this Agreement) pursuant to the Assignment of Loan Documents dated as of the date of this Agreement from the Issuer to Capital City Bank (the "Bank") and is subject to the security interest of the Bank, as assignee of the Issuer.

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(This Table of Contents is not a part of the Agreement and is only for convenience of reference.)

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EXHIBIT A - Real Property

EXHIBIT B - Permitted Encumbrances

EXHIBIT C - Form of Bonds

EXHIBIT D - Construction Loan Procedures

#### LOAN AGREEMENT

**THIS LOAN AGREEMENT** (this "Agreement") is dated as of April \_\_\_\_, 2018 and is between Leon County, Florida (the "Issuer"), a political subdivision of the State of Florida, and Holy Comforter Episcopal School, Inc., a Florida not for profit corporation (the "Borrower").

#### **RECITALS:**

WHEREAS, the Issuer is authorized and empowered by the provisions of the Florida Industrial Development Financing Act, Chapter 159, Part II, Florida Statutes, as amended (the "Act") to issue revenue bonds to finance and reimburse the costs of capital projects, including improvements or enlargements to an educational facility and including all appurtenances, facilities and equipment incidental thereto, all as further provided in the Act for the purpose of fostering economic development, improving the living conditions and otherwise contributing to the welfare of the State of Florida and its people;

**WHEREAS,** the Issuer has, by resolution (the "Resolution"), made the findings required by Section 159.29, Florida Statutes;

WHEREAS, the Issuer proposes to issue its \$6,000,000 Leon County, Florida Educational Facilities Revenue Bonds, Series 2018 (Holy Comforter Episcopal School, Inc. Project) (the "Bonds"), and to loan the proceeds thereof to the Borrower for the purpose of financing (i) capital expenditures paid or to be paid, or for which the Borrower is to be reimbursed, in whole or in part from the proceeds of the Bonds for the acquisition, construction, renovation and equipping of a cafeteria, arts building, and other school facilities located on the campus of the school with the street address of 3100 Fleischmann Road, Tallahassee, Florida; and (ii) financing of any other costs permitted by applicable law. The Project includes the real property (a portion of which is owned by the Guarantor and leased to the Borrower) on which such capital facilities will be located and all improvements and equipment to be acquired with the proceeds of the Bonds

WHEREAS, the Borrower proposes to execute and deliver its assignable Promissory Note dated as of April \_\_\_\_, 2018 pursuant to which the Borrower promises to pay all amounts due to the Issuer under this Agreement and to repay the loan in amounts and at times necessary to enable the Issuer to pay all the amounts due under the Bonds, when and as such payments are due, and further proposes to enter into such other covenants and agreements as provided herein.

WHEREAS, to secure the obligations of the Borrower under this Agreement and the Note, the Episcopal Church in the Diocese of Florida, Inc. (the "Guarantor") proposes to issue its assignable Unconditional Guaranty of Payment dated as of April \_\_\_\_\_, 2018 (the "Guaranty") and to secure its obligations under the Guaranty.

WHEREAS, the Borrower and the Guarantor propose to execute and deliver to the Issuer their assignable Mortgage and Security Agreement dated as of April \_\_\_\_\_, 2018 (the "Mortgage") pursuant to which the Borrower and the Guarantor grant the Issuer a security interest as described therein.

For and in consideration of the recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

## ARTICLE I DEFINITIONS

The following words and phrases will have the following meanings:

"Act" means the Florida Industrial Development Financing Act, Chapter 159, Pact II, Florida Statutes, as amended.

"Agreement" means this Loan Agreement, and any amendments and supplements thereto.

"Assignment" means the Assignment of Loan Documents from the Issuer to the Bondholder, dated as of April , 2018, and any amendments and supplements thereto.

"Bank" means Capital City Bank, its successors and assigns.

"Base Rate" means 3.52% per annum from the closing date through April 30, 2028, and thereafter the interest rate will be adjusted annually on each May 1 to a rate that provides an after-tax yield to the Bondholder equal to the after-tax yield that the Bondholder would realize on a taxable loan at a rate equal to 79% times the then-1-year U.S. Treasury index (or, in the event of widespread discontinuance of such index, a comparable index to be determined by the Bondholder as provided in this Agreement), plus 3.00%, through the Maturity Date. Such adjusted rate shall not be below 3.52% per annum. The Base Rate is subject to further adjustment as provided in the Bond.

"Bonds" means the \$6,000,000 Leon County, Florida Educational Facilities Revenue Bonds, Series 2018 (Holy Comforter Episcopal School, Inc. Project).

"Bond Counsel" means an attorney at law or firm of lawyers of recognized expertise in matters pertaining to the debt obligations issued by states and their politk.al subdivisions, including the taxation of payments of interest on debt obligations, acceptable to the Issuer and the Bondholder.

"Bondholder" means, initially, the Bank and, subsequently, the Person or Persons in whose name or names the Bonds are registered with the Registrar.

"Bond Year" means the annual period beginning	and ending
-----------------------------------------------	------------

"Borrower" means (i) Holy Comforter Episcopal School, Inc., a Florida not for profit corporation, and its successors and assigns, and (ii) any surviving, resulting or transferee entity.

"Borrower Representative" means at any time the Person or Persons designated to act on behalf of the Borrower by written certificate furnished to the Bondholder and signed on behalf of the Borrower by a duly authorized officer.

"Building" means, collectively, the educational facilities presently existing and to be acquired, constructed, renovated and equipped on the Real Property.

"Business Day" means any day except any Saturday or Sunday or day on which banks are authorized to be closed in the city in which the Bondholder has its principal office.

"Capital Additions" means all property or interests in property, real, personal and mixed (a) which may be financed under the Act, (b) which constitute additions, improvements or extraordinary repairs to or replacements of all or any part of the Project or financing the acquisition of additional property or facilities to be added to Project, (c) which are acquired or constructed by or for the Borrower, and (d) the cost of which is properly capitalized under GAAP.

"Certificate as to Arbitrage and Certain Other Tax Matters" means the Certificate as to Arbitrage and Certain Other Tax Matters executed by the Issuer in connection with the issuance of the Bonds.

"Clerk" means the Clerk and any Deputy Clerk of the Issuer authorized to attest to the seal of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated under or applicable to each. All references to Code sections include successor or replacement provisions.

"Collateral" means (a) the Mortgaged Property as defined in the Mortgage; (b) all proceeds of the Bonds, including all amounts in the Project Fund; (c) any and all other, further or additional title, estate, interest or right which may at any time be acquired by the Borrower in or to the Collateral or any portion of each; (d) all other property interests (whether real or personal, tangible or intangible) at any time and from time to time constituting security for the payment and performance of any obligation arising under the Bonds, this Agreement, or any other Loan Document; and (e) the proceeds from the sale of each or of the products from each.

"Consultant" means any professional consultant having skill and experience necessary to render the particular report or undertake the particular activity for the purposes provided in this Agreement, which consultant will have no interest, direct or indirect, in the Issuer or the Borrower, and will be acceptable to the Borrower and the Bondholder.

"Costs of Issuance" means all expenses incurred in connection with the issuance of the Bonds including, but not limited to, filing fees (including fees related to compliance with state securities laws), counsel fees (including Bond Counsel, Issuer's counsel, Bondholder's counsel, and Borrower's counsel), accountants' fees, costs of printing and engraving, costs of obtaining government approvals, and costs of surveys and engineering and feasibility studies necessary to the issuance of the Bonds (as opposed to those related solely to the Project rather than the Bonds).

"Costs of the Project" means the actual costs of labor, materials, demolition, land improvements, utility installation, stormwater management, architectural and engineering services, land acquisition costs and other work to be performed and costs incurred in connection with the construction and completion of the Project including interest accruing on the Bonds

during construction to the extent permitted to be financed pursuant to the provisions of the Act and the Code.

"Counsel" means an attorney at law or law firm which is satisfactory to the Bondholder.

"Default" or "Event of Default" means any occurrence or event specified and defined by Section 8.1.

"Default Rate" means the lesser of 18% per annum or the highest interest rate permitted by law.

"Determination of Taxability" has the meaning set forth in the Bonds.

"Equipment" means those educational facilities consisting of the items of machinery, equipment and other tangible personal property which have been or are to be acquired with proceeds of the Bonds or are otherwise to be acquired and installed or located in the Real Property and used in the operation of the school located thereon and any item of machinery, equipment, or other tangible personal property which may be acquired and installed or located on the Real Property, in substitution therefor, or in addition thereto, including any such item which may be affixed or attached to realty, and renewals and replacements of any of the foregoing, except any-such item as may be released pursuant to this Agreement, or taken by the exercise of the power of eminent domain, all as they may, at any time, exist.

"Event of Bankruptcy" means, with respect to the Borrower the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Borrower under the United States Bankruptcy Code, or any other applicable bankruptcy, insolvency, reorganization, or similar law, whether federal or state, as now or later in effect, or the application by the Borrower for, or acquiescence by the Borrower in the appointment of, any trustee, receiver, or liquidator of all or any substantial part of the Borrower's properties; provided, however, that the involuntary commencement of a bankruptcy or similar proceeding against the Borrower, or the appointment of a receiver or liquidator of the Borrower without the consent or acquiescence of the Borrower will not constitute an Event of Bankruptcy unless the proceeding or appointment will not have been terminated, vacated or stayed within ninety (90) days after the occurrence of the event.

"Existing Debt" means the Leon County, Florida Educational Facilities Revenue Bonds, Series 2001 (Holy Comforter Episcopal School, Inc. Project).

"Fair Market Value" means (i) with respect to real property, the market value for such property as evaluated by an independent MAI real estate appraiser appointed by the Borrower and satisfactory to the Bondholder and (ii) with respect to property other than real property, the reasonable market value of such property as determined by the Borrower with the consent of the Bondholder. Whenever the Fair Market Value of property is required to be evaluated pursuant to this Agreement, such evaluation shall be made in writing and delivered to the Bondholder.

"Fiscal Year" means the fiscal year of the Borrower.

"Foregone Interest" means Foregone Interest as defined in Section 4.4.

"GAAP" means generally accepted accounting principles consistently applied.

"Governing Body" means the Board of Directors of the Borrower.

"Guarantor" means the Episcopal Church in the Diocese of Florida, Inc., a Florida not for profit corporation.

"Guarantor Representative" means at any time the Person or Persons designated to act on behalf of the Guarantor by written certificate furnished to the Bondholder and signed on behalf of the Guarantor by a duly authorized officer.

"Guaranty" means that certain Unconditional Guaranty of Payment, dated as of April \_\_\_\_\_, 2018, by the Guarantor in favor of the Issuer (and the Bank, as assignee of the Issuer).

"Independent Public Accountant" means an independent accounting firm including certified public accountants which is appointed by the Borrower for the purpose of examining and reporting on or passing on questions relating to the financial statements of the Borrower, has all certifications necessary for the performance of such services, has a favorable reputation for skill and experience in performing similar services in respect of entities of a comparable size and nature and is not unsatisfactory to the Bondholder.

"Interest Rate on the Bond" means the Base Rate as modified by the adjustments provided for the Bond.

"Issuer" means Leon County, Florida.

"Issuer Representative" means, at any time, the Person or Persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Borrower and the Bondholder.

"Loan" means the loan by the Issuer to the Borrower pursuant to Section 4.1.

"Loan Documents" means this Agreement, the Note, the Guaranty, the Mortgage, the Assignment and all other instruments contemplated by or executed in connection with the transactions contemplated by this Agreement.

"Loan Repayments" means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to this Agreement and the Note.

"Mortgage" means that certain Amended and Restated Mortgage and Security Agreement dated as of April \_\_\_\_\_, 2018 executed contemporaneously with this Agreement pursuant to which the Guarantor has granted the Issuer the Security Interest to secure repayment of the Loan.

"Note" means that certain Promissory Note dated as of April \_\_\_\_, 2018 executed contemporaneously with this Agreement pursuant to which the Borrower has promised to pay the Issuer all amounts due to the Issuer under this Agreement and to repay the loan in amounts and at

times necessary to enable the Issuer to pay all the amounts due under the Bonds, when and as such payments are due.

"Obligation" means any obligation of the Borrower for the payment of money, including without limitation (i) indebtedness for borrowed money, (ii) purchase money obligations, (iii) leases evidencing the acquisition of capital assets, (iv) reimbursement obligations and (v) guarantees of any such obligation of a third party, but excluding (a) obligations under contracts for supplies, services and pensions allocable to current operating expenses during the current or future Fiscal Years in which the supplies are to be delivered, the services rendered or the pensions paid, (b) rentals payable in the current or future Fiscal Years under leases not intended to evidence the acquisitions of capital assets and (c) contracts to which the Bondholder has consented.

"Payment Date" means (i) the \_\_\_\_ day of each month commencing \_\_\_\_\_, 2018, and (ii) any other day on which interest or principal on the Bonds is due, whether upon proceedings for redemption or otherwise, and (iii) the date of maturity of the Bond.

"Permitted Encumbrances" means the encumbrances upon the Real Property described in Section 6.11.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, a governmental body or a political subdivision, a municipality, a municipal authority or any other group or organization of individuals.

"Pledge Receipts" means all amounts received by the Borrower pursuant to its 2018-2019 pledge campaign for capital improvements.

"Project" means the Real Property, the Building and all improvements now or hereafter located thereon, and the Equipment.

"Real Property" means the real estate described in Exhibit "A" attached hereto and real estate purchased with the proceeds of the Bonds.

"Registrar" means the Clerk of Leon County, Florida or any subsequent registrar appointed by the Issuer.

"Regulatory Body" means any federal, state or local government, department, agency, authority or instrumentality (other than the Issuer) and other public or private body, including accrediting organizations, having regulatory jurisdiction and authority over the Borrower or its facilities or operations.

"Security Interest" means the security interest in the Collateral created pursuant to the Mortgage.

"State" means the State of Florida.

"Taxable Rate" shall have the meaning given to that term in the Bond.

# ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. <u>Representations, Covenants and Warranties of Issuer</u>. The Issuer represents, covenants and warrants that:

- (a) The Issuer is a political subdivision of the State duly created and existing pursuant to the Constitution and laws of the State. Pursuant to the Act, the Issuer is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement. The Issuer has been duly authorized to execute and deliver this Agreement, and the execution and delivery of this Agreement will not contravene any provision of any judgment, order or decree to which the Issuer is a party, or constitute a breach or default under any contract, agreement or other instrument to which the Issuer is a party.
- (b) The Issuer has not and will not pledge the amounts payable pursuant to this Agreement, except as security for the Bonds and except as provided in the Assignment to the Bondholder.
- (c) All actions of the Issuer with respect to the issuance of the Bonds occurred at meetings held after notice given in accordance with the Issuer's procedures and applicable law, which were open to the public and at which quorums were present and acting throughout; and said actions appear of public record in the minutes of the Issuer.
- (d) There is no action, suit or proceeding pending (i.e., with respect to which service of process on the Issuer has been perfected) or, to the knowledge of the Issuer, threatened, against the Issuer, before any court, governmental department, commission, board or other federal, state, county, municipal or other instrumentality, agency or authority which could adversely affect the power, authority or ability of the Issuer to perform the obligations and agreements of the Issuer as provided or referred to in this Agreement.
- (e) The Issuer has designated the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code in the Resolution of the Issuer adopted on April 10, 2018.
- SECTION 2.2. <u>Representations, Covenants and Warranties of Borrower and Guarantor</u>. Each of the Borrower and Guarantor represents, covenants and warrants as follows:
- (a) It is a not for profit corporation organized and in good standing under the laws of the State, with full power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Its execution and delivery hereof and performance of its obligations hereunder have been authorized by all necessary corporate or other action and do not and will not conflict with or constitute a breach under its Articles of Incorporation or By-Laws, any other organizational instrument, or under any bond, indenture, agreement, instrument, law, regulation, ruling, order or consent decree by which it is bound or to which it or its properties are subject.

- (c) (i) It is an organization described in Section 501(c)(3) of the Code which is exempt from federal income taxes under Section 501(a) of the Code and which is not a "private foundation" as such term is defined under Section 509(a) of the Code; (ii) the Borrower will timely make application for a letter or letters from the Internal Revenue Service to that effect and copies of such letters will be furnished to the Issuer and the Bondholder immediately upon receipt, (iii) the Borrower will comply with all terms, conditions and limitations, if any, required as a condition to recognition of such exempt status by the Internal Revenue Service; (iv) the Guarantor is not required to submit (and has not submitted) an application for recognition of exempt status to the Internal Revenue Service as a consideration to its exempt status; (v) such status as a 501(c)(3) organization, of each of the Borrower and the Guarantor, has not been adversely modified, limited or revoked; and (vi) the facts and circumstances which form the basis of such status of the Borrower as represented in its application to the Internal Revenue Service for recognition of exempt status continue substantially to exist.
- (d) All necessary action on the part of it relating to the authorization of its execution and delivery of this Agreement and related documents and its performance of its duties and obligations contained herein have been duly taken.
- (e) The Guarantor has furnished to the Bondholder, audited financial statements for the period ending December 31, \_\_\_\_\_\_, which accurately reflected the financial condition of the Guarantor as of such date. Since the date of the financial statements, there have been no changes in the assets or liabilities or financial condition of it, other than changes in the ordinary course of business, which in the aggregate are materially adverse with respect to its ability to perform its obligations under this Agreement or any related document. There were no material liabilities, contingent or otherwise, of it which were not reflected in such financial statements, and it has not entered into any commitments or contracts since the date of the financial statements as of the dates referred to above which are not reflected in such financial statements, other than in the ordinary and normal course of its business, which might, in light of any fact or condition presently known to it, have a materially adverse effect upon the financial condition, operations or business of it or its ability to perform its obligations hereunder.
- (f) Since the dates of the financial statements referred to above, it has not sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, which has had a materially adverse effect on the value of its assets, the results of its operations or its income.
- (g) It has or expects to have available to it sufficient resources to perform the duties imposed by this Agreement and hereby covenants to perform all obligations herein set forth as they become due.
- (h) There are no actions, suits or proceedings pending or, to the knowledge of it, threatened against or affecting it, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to it, would have a materially adverse effect on the value of its assets, the results of its operations, its income, or its ability to perform its obligations hereunder.

- (i) It is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any evidence of indebtedness or in any contract or lease to which it is a party, which would, individually or in the aggregate, have a materially adverse effect on the value of its assets, the results of its operations or its income. Neither the execution and delivery of this Agreement by it, nor the consummation of the transactions herein contemplated by it, nor compliance by it with the terms and provisions of this Agreement will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority having jurisdiction over it and will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which it is now a party or constitute a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of it, except as contemplated hereby.
- (j) It has not incurred any material accumulated funding deficiency within the meaning of the Employee Retirement Income Security Act of 1974, as amended nor incurred any material liability to the Pension Benefit Guaranty Corporation established under such Act (or any successor thereto under such Act) in connection with any employee benefit plan established or maintained by it, which deficiency or liability, together with all other such deficiencies and liabilities, would have a materially adverse effect on the value of its assets, the results of its operations, or its income.
- (k) The Guarantor is lawfully seized of a valid title to the Real Property described on Exhibit A.
- (l) The financing statements when duly filed will perfect in the Issuer (except to the extent that a security interest in any item of Collateral can only be perfected by possession) a valid and enforceable first lien on the Collateral superior to all other liens and encumbrances thereon other than Permitted Encumbrances.
- (m) The Mortgage perfects in the Issuer a valid and enforceable first lien on the Real Property described on Exhibit A superior to all other liens and encumbrances thereon other than Permitted Encumbrances, including the lien of the Existing Debt.
- (n) It agrees that it will take any actions and expend any sums as are necessary to comply with the requirements of any governmental authorities that may be imposed from time to time as conditions of operation of the Project.
- (o) It will, at or prior to the delivery of the Bonds, provide to the Issuer all information necessary to enable the Issuer to comply with the filing requirements of Section 149(e) of the Code.
- (p) There are no other obligations of the Issuer that have been or will be issued within fifteen (15) days of the date of this Agreement, that have been or will be sold pursuant to a common plan of marketing with the Bonds, that do or will bear substantially the same rate of interest as the Bonds, and that will be or may be paid from substantially the same source of funds as the Bonds.

# ARTICLE III PERMANENT FINANCING OF THE PROJECT; ISSUANCE OF THE BONDS

SECTION 3.1. <u>Financing of the Project</u>. The Borrower shall use the proceeds derived from the sale of the Bonds to construct, furnish and equip the Project that shall be owned by the Guarantor and leased to the Borrower. In the event proceeds derived from the sale of the Bonds are not sufficient for such purposes, the Borrower shall use an amount of its own funds as are, together with the proceeds of the Bonds, sufficient for such purposes. The proceeds of the Bonds shall be disbursed pursuant to the provisions of Section 4.5 below.

SECTION 3.2. Agreement To Issue Bonds; Application of Bond Proceeds and Appointment of Trustee. In order to provide funds for payment and reimbursement of the Costs of the Project, and to provide funds for the payment of the Costs of Issuance, the Issuer, concurrently with the execution and delivery of this Agreement, will issue, sell and deliver the Bonds to the Bondholder in exchange for the purchase price of the Bonds and will loan all of the proceeds of the sale to the Borrower. The Bonds are being issued and administered without the services of a trustee. However, if the Issuer determines that it is necessary to appoint a trustee, then the Issuer may, at the expense of Borrower, designate the appointment of a trustee and approve a form of indenture under which such trustee will serve.

SECTION 3.3. <u>Authorized Aggregate Principal Amount of Bonds</u>. No bond may be issued as provided in this Agreement except in accordance with this Article. The total principal amount of the Bonds that may be issued is expressly limited to \$6,000,000.

### SECTION 3.4. Issuance and Term of Bonds.

#### (a) Interest Rate.

- (i) <u>Method of Calculation</u>. Interest on the Bonds will be calculated based upon a year of 360 days and actual days elapsed.
- (ii) <u>Base Rate</u>. Except as otherwise provided in the Bonds, the Bonds will bear interest at the Base Rate. The Base Rate will be subject to adjustment as provided in the Bond.
- (iii) <u>Taxable Rate</u>. During all times that interest on the Bonds is subject to federal income tax, the Interest Rate on the Bonds will be the Taxable Rate.
- (iv) <u>Default Rate</u>. Upon the occurrence of and during the continuation of an Event of Default, the Interest Rate on the Bonds will be the Default Rate.
- (v) <u>Discontinuance of Index</u>. The Borrower acknowledges, agrees, and confirms that in the event of the widespread discontinuance by commercial banks of the use of the 1-year U.S. Treasury index described in the Bonds to establish commercial loan interest rates, Bondholder reserves and shall

have the right to unilaterally substitute for the 1-year U.S. Treasury index an index consistent with the index then commonly used by commercial banks in establishing interest rates in loan transactions of a nature and in an amount substantially similar to the loan evidenced by the Bonds. The Bondholder shall give the Borrower at least thirty (30) days advance written notice of any such change and such notice shall also describe and define the new index to be used in establishing the interest rate of the Bond.

- (b) <u>Principal and Interest Payments</u>. The interest and principal of the Bonds shall be due and payable as provided in the Bonds.
- (c) <u>Late Charge</u>. A late charge of five percent (5%) of any payment required under this Agreement or any other Loan Document will be imposed on each and every payment not received by the Bondholder within ten (10) days after it is due. The late charge is not a penalty, but liquidated damages to defray administrative and related expenses due to the late payment. The late charge shall be immediately due and payable and shall be paid by the Borrower to the Bondholder without notice or demand. This provision for a late charge is not and will not be deemed a grace period, and the Bondholder has no obligation to accept a late payment. Further, the acceptance of a late payment will not constitute a waiver of any default then existing or later arising under this Agreement or any other Loan Document.
- SECTION 3.5. <u>Execution of Bonds</u>. The Bonds will be executed on behalf of the Issuer with the manual signature of the Chair or Vice Chair of the Issuer and will have impressed or imprinted on the Bonds the official seal of the Issuer and be attested with the manual signature of a Clerk.
- SECTION 3.6. <u>Form of Bonds</u>. The Bonds will be in the form provided on the attached Exhibit "C".
- SECTION 3.7. <u>Delivery of Bonds</u>. Upon the execution and delivery of this Agreement, the Issuer will execute and deliver the Bonds to the Bank as Bondholder. Prior to the delivery of the Bonds to the Bank there will be filed with the Bank:
- (a) A copy, duly certified by a Clerk of the Issuer, of the resolution or resolutions adopted by the Issuer authorizing the issuance of the Bonds and the execution and delivery of this Agreement.
- (b) Original executed counterparts of this Agreement, the Guaranty, the Mortgage and the Assignment.
- (c) Opinions of Bond Counsel and Borrower's and Guarantor's counsel in form and substance satisfactory to the Issuer and the Bank.
  - (d) Such other certificates, instruments and opinions reasonably required by the Bank.

SECTION 3.8. <u>Mutilated, Lost, Stolen or Destroyed Bonds</u>. In the event a Bond is mutilated, lost, stolen or destroyed, the Issuer will, unless the Issuer has notice that the Bond has been acquired by a bona fide purchaser, execute and the Registrar will authenticate a new Bond in the same principal amount of the mutilated, lost, stolen or destroyed Bond after the Registrar has obtained evidence satisfactory to it that the Bond was lost, stolen, or destroyed, or in the case of a mutilated Bond, receiving and destroying a mutilated Bond, and after such Bondholder has furnished the Registrar and Issuer such security and indemnity as is satisfactory to them. In the event the Bond has matured or been called for prepayment, instead of issuing a duplicate Bond, the Registrar, on behalf of the Issuer, may pay the Bond without surrender, making such requirements as it deems fit for its protection and that of the Issuer, including the furnishing of evidence and indemnity the same as in the case of the issuance of a new Bond.

SECTION 3.9. Registration and Transfer of Bonds; Persons Treated as Bondholders. So long as the Bonds remain unpaid, the Issuer will cause books for the registration and transfer of the Bonds to be maintained and kept at the principal office of the Registrar as agent of the Issuer. The Bond may only be transferred as a single Bond to an "Accredited Investor" as defined in Rule 501(a) promulgated pursuant to the Securities Act of 1933. Upon a request for transfer and surrender of a Bond to the Registrar, the Issuer shall execute and deliver and the Registrar shall register and authenticate a new Bond registered in the name of the transferee of an initial aggregate principal amount equal to the unpaid principal amount of the Bond presented and surrendered for transfer.

In all cases in which a Bond is transferred under this Agreement, the Issuer will execute and deliver a new Bond in accordance with the provisions of this Agreement. In each case, the Issuer or the Bondholder, as the case may be, may require: (i) the payment by the transferee requesting transfer of any tax charge required to be paid by the Issuer or other governmental unit with respect to such transfer; (ii) the payment by the transferee of any expenses incurred by the Issuer in connection with such transfer and such charge will be paid before a new Bond is issued; and (iii) that the transferee execute an investment letter in form and substance reasonably acceptable to the Issuer as a condition to transfer of the Bond.

The Person in whose name a Bond is registered will be deemed and regarded as the absolute owner for all purposes, and payment of principal and interest on the Bond will be made only to or upon the written order of the Bondholder. All payments will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

- SECTION 3.10. <u>Destruction of Bonds</u>. Whenever a Bond is delivered to the Registrar for cancellation pursuant to this Agreement upon payment of the principal amount and interest, or for replacement pursuant to this Agreement, or otherwise, the Bond will be promptly canceled and transmitted to the Registrar who will cremate or otherwise destroy the Bond.
- SECTION 3.11. <u>Redemption and Prepayment</u>. The Bonds may only be redeemed and prepaid as provided in the Bonds.
- SECTION 3.12. <u>Not General Indebtedness of the Issuer</u>. The Bonds, the premium, if any, and interest thereon shall not be deemed or constitute a debt, liability or obligation of the Issuer or of the State of Florida or of any political subdivision thereof, but shall be payable solely

from the revenues provided therefor, and neither the faith and credit nor any taxing power of the Issuer or of the State of Florida or of any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

### ARTICLE IV LOAN OF PROCEEDS TO THE BORROWER; LOAN PROVISIONS

SECTION 4.1. Loan of Proceeds. The Issuer agrees, upon the terms and conditions contained in this Agreement, to lend to the Borrower the proceeds received by the Issuer from time to time from the sale of the Bonds. The proceeds will be disbursed to or on behalf of the Borrower by the Bank as provided herein and used by the Borrower to construct the Project which shall be owned by the Guarantor and leased to the Borrower. The Borrower and the Issuer agree that all amounts paid by the Bank to the Issuer as the aggregate purchase price for the Bonds will be deemed simultaneously loaned from time to time by the Issuer to the Borrower so that the amount of the Loan is equal to the then aggregate purchase price paid by the Bank for the Bonds. The initial purchase price paid by the Bank for the Bonds and for loan to the Borrower shall be not less than the total principal amount advanced by the Bank for the Bonds on the closing date.

SECTION 4.2. <u>Amounts Payable; Payments Assigned</u>. In consideration of the making of the Loan, the Borrower promises to make Loan Repayments to the Issuer as follows:

- (a) The Borrower covenants, agrees and promises to pay on or before each Payment Date, so long as the Bonds remain unpaid, interest and principal on the Loan in an amount equal to the interest and principal then due and payable on the Note and all other amounts due under the Note.
- (b) The Borrower also covenants, agrees and promises to pay or cause to be paid, as due and payable, the Costs of Issuance of the Bonds, if any, in excess of the amounts payable and to be paid from proceeds of the Bonds and covenants, agrees and promises to pay or cause to be paid all other amounts due the Bank or the Issuer under this Agreement or any other Loan Document.
- (c) The Borrower will also pay the reasonable fees and expenses, including but not limited to attorneys' and paralegals' fees and court costs, of the Bondholder incurred in connection with its ownership of the Bonds, and of the Issuer, the reasonable fees, and expenses to be paid directly to the Bondholder and the Issuer, for their own account, as and when the reasonable fees and expenses become due and payable.
- (d) In the event the Borrower fails to make any of the payments required in this Section, the item or installment in Default will continue as an obligation of the Borrower until the amount in Default is fully paid, and will, until paid, bear interest, payable to the original obligee of the payment, at the Default Rate.
- (e) It is understood and agreed that all payments payable by the Borrower under this Section 4.2 (except amounts payable to the Issuer under Section 4.2(c)) are assigned by the Issuer to the Bondholder pursuant to the Assignment as security for payments due from the Issuer under the Bonds and this Agreement. The Borrower consents to the assignment. The Issuer directs the Borrower and the Borrower hereby agrees to make all payments payable by the Borrower pursuant to this Agreement directly to the Bondholder at the office of the Bondholder provided in

this Agreement, except that payments due to the Issuer under Section 4.2(c) above shall be payable directly to the Issuer at the office of the Issuer provided in this Agreement.

SECTION 4.3. Obligations of Borrower Unconditional. The Obligation of the Borrower to make the payments required in this Agreement and to perform and observe the other agreements contained in this Agreement and in the other Loan Documents will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer or the Bondholder of any obligation to the Borrower, whether under this Agreement or otherwise, or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or the Bondholder, and until the principal of and interest on the Bonds and any other payments due the Issuer and the Bondholder under the Loan Documents have been fully paid or provision for the payment made, the Borrower will not suspend or discontinue any payments provided for in this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Issuer or the Bondholder to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section will be construed to release the Issuer or the Bondholder from the performance of any of the agreements on their part contained in this Agreement, and in the event the Issuer or the Bondholder fails to perform any agreement on their part, the Borrower may institute any action against the Issuer or the Bondholder as the Borrower may deem necessary to compel performance so long as the action does not abrogate the obligations of the Borrower contained in this Agreement. The Borrower may, however, at the Borrower's own cost and expense and in the Borrower's own name prosecute or defend any action or proceeding or take any other action involving third Persons which the Borrower deems reasonably necessary in order to secure or protect the Borrower's right of possession, occupancy and use of the Project.

SECTION 4.4. No Illegal Interest. All agreements between the Issuer and the Borrower under this Agreement are expressly limited so that in no contingency or event will the amount paid or agreed to be paid under this Agreement by the Borrower for the use, forbearance or detention of the money to be advanced under this Agreement exceed the highest lawful rate of interest permissible under law as determined by a court of competent jurisdiction. If, from any circumstances whatsoever, fulfillment of any provisions of this Agreement or of any other agreement existing between any or all of the Issuer, the Bondholder and the Borrower, at the time performance of the provisions are due, will involve payment of interest at a rate which exceeds the highest lawful rate as so determined, then ipso facto the obligation to be fulfilled will be reduced to the highest lawful rate, (the interest which is not due as a result of the reduction will be referred to as the "Foregone Interest") provided that if later the highest lawful rate is greater than the rate of interest on the Loan (without regard to this adjustment), then the rate of interest on the Loan will be increased to the highest lawful rate, and the interest payable solely as a result of the increase will be applied to the payment of the Foregone Interest and will be paid to the Bondholder until the amount of the Foregone Interest is paid in full. At such time as all Foregone Interest shall have been paid, the rate of interest on the Loan (and the Bonds) shall be readjusted to the stated rate of interest. If from any circumstances, the Issuer or the Bondholder ever receives interest in an amount exceeding the highest lawful rate, the portion which would be excessive interest will be applied to the reduction of the unpaid principal balance due under this Agreement and not to the payment of interest. Nothing contained in this Section will be deemed to create a defense to the payment of sums coming due under this Agreement or under any other agreement existing between the Issuer and the Borrower where no defense exists at law, as for example, where corporations are barred from asserting the defense of usury or in a case where no limit exists upon the rate of interest which may be charged.

#### SECTION 4.5. Disbursements.

- (a) The Bank will disburse a portion of the purchase price of the Bonds at closing in an amount approved by the Bank to pay Costs of Issuance and to pay Costs of the Project previously incurred by the Borrower. The remaining purchase price of the Bonds will be paid by the Bank to the Borrower for Costs of the Project from time to time as set forth herein.
- (b) The Borrower agrees that the construction of the Project and the disbursement of the funds for Costs of the Project shall be governed by the Bank's usual and customary construction loan procedures, a copy of which is attached hereto as Exhibit "D." The Borrower shall maintain detailed records as to the specific items or services paid for with monies disbursed for Costs of the Project.
- (c) Disbursements will be based on architectural certifications of completion. The architect must be approved by the Bank, and all inspection costs must be borne by the Borrower.
- (d) No further disbursements will be made after the earlier of (i) \_\_\_\_\_ or (ii) the date the maximum purchase price of the Bonds (\$6,000,000) has been paid by the Bank.

### ARTICLEV INSURANCE AND CONDEMNATION

#### SECTION 5.1. Insurance to be Maintained.

- (a) Subject to the further provisions of this Section 5.1, the Borrower and the Guarantor covenant to provide and maintain continuously the following insurance requirements unless modified with the consent of the Bondholder. The Borrower and the Guarantor shall annually (or as reasonably requested by the Bondholder) provide to the Bondholder satisfactory evidence to it of the maintenance of such insurance in the form of a certificate of the insurer clearly evidencing the Bondholder's interest.
- (i) Insurance against loss and/or damage to the Project under a policy or policies in form and amount covering such risks as are ordinarily insured against by similar facilities, including without limiting the generality of the foregoing, builder's risk, fire, lightning, windstorm, hurricane, water damage and uniform standard extended coverage endorsements, limited only as may be provided in the standard form of extended coverage endorsements at the time in use in the State. Such insurance shall be for an amount equal to the greater of (A) the replacement value of the Project or (B) the aggregate principal amount of the Bonds. Additionally, the Borrower and the Guarantor shall provide and maintain all risk insurance coverage on such classes of equipment at the replacement value or in such lesser amounts as agreed by the Bondholder.
- (ii) Public liability insurance and comprehensive automobile liability insurance protecting the Bondholder, the Borrower and the Guarantor, as their interests may appear, against liability for injuries to Persons and/or property, in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate.
- (iii) Workers' compensation and employer's liability insurance meeting the Borrower's and the Guarantor's statutory obligations.

Each of the foregoing shall name the Bondholder as an additional insured party. The insurance described in paragraph (i) above shall name the Bondholder as first mortgagee under a standard mortgagee loss payable clause to the extent of the Bondholder's interest and copies of the policy for such insurance and the appropriate endorsement shall be delivered to the Bondholder on or before the closing date.

- (b) All policies of insurance required under this Agreement will be written by carriers approved by the Bondholder and shall be in form and substance acceptable to the Bondholder. All policies and bonds required above shall provide that coverage shall not be reduced or canceled without thirty (30) days prior written notice to the Bondholder.
- (c) Anything to the contrary herein notwithstanding, the Borrower and the Guarantor shall hold the Issuer and the Bondholder harmless and without liability for any claim whatsoever arising as the result, directly or indirectly, of insufficient insurance under this Section 5.1. The Borrower and the Guarantor further agree to indemnify and save harmless the Issuer and its members and the Bondholder and their respective officers, employees and agents against any and

all losses, injuries, claims or damages to Persons or property, demands and expenses, including legal expenses, of whatsoever kind and nature and by whomsoever made arising from or in any manner directly or indirectly growing out of (a) the use and occupancy or nonuse of the Project or any equipment thereon or used in connection therewith by anyone whomsoever, (b) any repairs, construction, restoration, replacements, alterations, remodeling on or to the Project, or any part thereof, or any equipment therein or thereon, and (c) the condition of the Project including any adjoining sidewalks, ways or alleys and any equipment at any time located thereon or used in connection therewith.

- SECTION 5.2. <u>Casualty Insurance Proceeds and Condemnation Awards</u>. The Borrower and the Guarantor shall notify the Bondholder of any damage to or destruction of all or any portion of the Project and any condemnation or other similar taking (or conveyance in lieu thereof) of all or any portion of the Project. The Borrower and the Guarantor shall, with notice to the Bondholder, be entitled to settle all claims under policies of insurance maintained pursuant to Section 5.1(a)(i) and (a)(iv) hereof and all claims for condemnation awards (or similar amounts) in respect of the Project. The net proceeds of any such claims shall be applied as follows unless the Bondholder otherwise consents:
- (i) Such amounts shall be deposited with the Bank or its designee and applied to the reconstruction, replacement or repair of the affected property under the procedures set forth in Section 4.5, if such action is both practicable and financially feasible, provided that no such reconstruction, replacement or repair shall be required (but may be undertaken) if it is unnecessary;
- (ii) Any amounts not permitted or required to be applied to the reconstruction, replacement or repair of the affected property shall be applied to the redemption of principal of the Bonds; and
- (iii) Any amounts not permitted or required to be applied pursuant to subparagraphs (i) and (ii) above may be used for such lawful purposes as the Borrower and the Guarantor shall determine.

#### SECTION 5.3. Other Insurance Proceeds.

- (a) In addition to its rights under Section 5.1 hereof, the Borrower and the Guarantor shall be entitled, with notice to the Bondholder, to settle all claims under all other policies and fidelity bonds maintained pursuant to Section 5.1 hereof.
- (b) The proceeds of liability insurance policies shall be applied to the payment of the judgments and settlements covered thereby.
- (c) Fidelity bond proceeds shall be applied to the restoration of the funds in respect of which such proceeds are received.

### ARTICLE VI SPECIAL COVENANTS

SECTION 6.1. <u>No Warranty of Condition or Suitability by Issuer, or Assurance of Loan Repayment</u>. The Issuer makes no warranty, either express or implied, as to the legality of the Project or the condition of the Project, or that the Project will be suitable for the purposes or needs of the Borrower or that the Borrower will repay the loan.

Further Assurances and Corrective Instruments. SECTION 6.2. The Issuer, the Borrower and the Guarantor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, supplements to this Agreement and further instruments as may reasonably be required for carrying out the expressed intention of this Agreement and the Assignment. Without limiting the generality of the foregoing, the Borrower and the Guarantor will sign any papers furnished by the Issuer or the Bondholder which are necessary in the reasonable judgment of the Issuer or the Bondholder to obtain, maintain, and perfect the Security Interest or to ensure that interest on the Bonds continues to be excluded from gross income of the Bondholder for purposes of federal income taxation. Upon any failure by the Borrower and the Guarantor to do so, the Issuer or the Bondholder may make, execute and deliver any and all supplements and instruments for and in the name of the Borrower and the Guarantor. The Borrower and the Guarantor irrevocably appoint the Bondholder agent and attorney-in-fact of the Borrower and the Guarantor to do all things necessary to effectuate or assure compliance with this Section.

SECTION 6.3. <u>Issuer</u>, <u>Borrower and Guarantor Representatives</u>. Whenever under the provisions of this Agreement the approval of the Issuer, the Borrower or the Guarantor is required or the Issuer, the Borrower or the Guarantor is required to take some action at the request of the other, the approval or request will be given for the Issuer by the Issuer Representative, for the Borrower by the Borrower Representative and for the Guarantor by the Guarantor Representative; the Bondholder and any party to this Agreement will be authorized to act on any approval or request.

SECTION 6.4. Mortgage, Security Interest and Assignment. Pursuant to the Mortgage and as collateral security for all of the obligations of the Borrower and the Guarantor under this Agreement, the Guaranty and under the other Loan Documents, the Borrower and the Guarantor have bargained, mortgaged, sold, pledged and assigned, granted and conveyed to the Issuer in fee simple, a continuing security interest in, the Collateral, to have and to hold forever upon the terms and conditions of this Agreement to secure (i) the repayment of the Loan, (ii) the payment and performance of all other indebtedness, liabilities and obligations of the Guarantor as provided in the Guaranty and under the other Loan Documents, (iii) the payment of the principal of and interest on the Bonds, and (iv) all costs incurred by the Issuer and/or the Bondholder to obtain, preserve and enforce the Guaranty, collect and enforce the obligations of the Borrower under this Agreement and under the other Loan Documents, and maintain and preserve the Collateral, including specifically, but without limitation, all taxes, assessments, reasonable attorneys' and legal assistants' fees and legal expenses and expenses of sale.

The Issuer will assign this Agreement, the Guaranty, the Mortgage (including the Security Interest), the Note and other Loan Documents, without recourse, to the Bondholder.

The Borrower and the Guarantor acknowledge that their right, title and interest in and to the Collateral are and will be subject to the Security Interest and the rights, remedies and powers of the Issuer and the Bondholder under this Agreement.

The Borrower and the Guarantor agree to deliver possession of the Collateral and to execute any and all financing statements, continuation statements and security agreements as are necessary to perfect and to continue the perfection of the Security Interest. Regardless of the form of any endorsement by the Borrower or the Guarantor, the Borrower and the Guarantor waive presentment, demand, notice of dishonor, protest, notice of protest and all other notices with respect to the Security Interest.

The Borrower and the Guarantor agree that, upon request of the Issuer or the Bondholder, the Borrower and the Guarantor will, within fifteen (15) days after the end of each of its Fiscal Years, furnish to the Bondholder and to the Issuer a certificate, signed by the Borrower Representative and the Guarantor Representative, certifying that any delivery of possession and filings necessary to maintain and continue the perfection of the Security Interest have been made.

The Borrower and the Guarantor covenant that they will file not more than 120 days before the fifth anniversary date of the original issuance of the Bonds, and during the same period in each additional fifth year until the Bonds are paid in full, all financing statements, continuation statements, notices or other instruments required by applicable law to be recorded or filed or recorded or refiled in any manner and in any places required by law in order fully to preserve and protect the rights, if any, of the Issuer and the Bondholder in the Security Interest. The Borrower, the Guarantor, the Bondholder and the Issuer will execute and deliver all instruments and shall furnish all information and evidence reasonably necessary to enable the Borrower and the Guarantor to make such filings. The Borrower and the Guarantor shall furnish evidence of such filings to the Bondholder not less than ten (10) days prior to the date the Security Interest or any previous filing would have lapsed under applicable law.

The Borrower and the Guarantor further agree that in the event of a Default under this Agreement, the Issuer, the Bondholder and their assigns may reduce their claims to judgment, foreclose or otherwise enforce the Security Interest by any legally available procedure and use any proceeds from each for payment of principal of and interest on the Loan and for all other payments due thereunder irrespective of any other remedies exercised by the Issuer or the Bondholder.

SECTION 6.5. Purchase of Bonds in Event of Invalidity and Purchase of the Bond on Five Year Intervals after the Closing Date Upon the Demand of the Bondholder. Upon the occurrence of an Adjudication of Invalidity (defined below), the Borrower will, to the extent permitted by law, purchase the Bonds from the Bondholder at a price of the principal amount together with interest accrued to the purchase date or, at the option of the Bondholder, will execute loan documents directly to the Bondholder in substantially the same form as this Agreement and the other relevant Loan Documents. "Adjudication of Invalidity," as used in this Agreement, means a final, unappealable adjudication by any court of competent jurisdiction that a Bond is invalid or in any manner unenforceable for any reason whatsoever, including, without limitation, any invalidity or irregularity in any statutory or other proceedings relating to the formation or existence of the Issuer, to the issuance of the Bonds or to the execution and delivery

of the Agreement or the Assignment. The Borrower will promptly notify the Bondholder in writing of its knowledge of the existence of any Adjudication of Invalidity.

- SECTION 6.6. <u>Borrower Books and Records; Audits</u>. Each of the Borrower and Guarantor covenants to keep accurate records and books of account with respect to its financial condition and operations and to have its financial statements examined annually by an Independent Public Accountant. Each of the Borrower and the Guarantor will maintain a system of accounting acceptable to the Bondholder. Each of the Borrower and the Guarantor shall provide the Bondholder with copies of the following items:
- (a) Within one hundred twenty (120) days after the end of each Fiscal Year, its financial statements and any Independent Public Accountant's report thereon prepared in a form acceptable to the Bondholder and accompanied by a certificate of its Independent Public Accountants or the Borrower's or Guarantor's Representative preparing its statements addressed to the Bondholder stating that either (i) during the course of preparation of the financial statements nothing came to their attention which led them to believe that it was in default under this Agreement, the Guaranty or any other Loan Document or (ii) the value and extent of any matter which led them to believe that such default had occurred; and
- (b) Such other financial information as the Bondholder shall reasonably request from time to time.

SECTION 6.7. Construction, Operation and Maintenance. The construction contract for the Project must be approved by the Bank and assigned to the Bank. Each of the Borrower and the Guarantor covenants that it shall not commit or suffer any stripping or waste of the Project and that, at all times during the term of this Agreement, it shall maintain the Project in good repair and operating condition, operate the same continuously in an economical and efficient manner, and make all ordinary repairs, renewals, replacements and improvements in order to maintain adequate service; provided, however, that with the consent of the Bondholder the foregoing shall not apply to any portion of the Project which, in the judgment of the Governing Body of the Borrower and the Guarantor as reflected in a resolution of such body, is not reasonably necessary for the proper and economical operation of the Project.

SECTION 6.8. Compliance with Laws. Each of the Borrower and the Guarantor covenants and represents that all actions heretofore and hereafter taken by it upon the recommendation or request of any officer of it to acquire and carry out any Capital Addition, including the making of contracts, have been and will be in full compliance with all pertinent laws, ordinances, rules, regulations and orders applicable to it, including but not limited to the prompt payment of taxes when due. In connection with the operation, maintenance, repair and replacement of the Project, each of the Borrower and the Guarantor covenants that it shall comply in all material respects with all applicable ordinances, laws, rules, regulations and orders of any Regulatory Body and any reasonable requirement of any board of fire underwriters having jurisdiction or of any insurance company writing insurance on the Project. Each of the Borrower ad the Guarantor further covenants and represents that the Project is and shall be in compliance with all applicable zoning, subdivision, building, land use and similar laws and ordinances. Each of the Borrower and the Guarantor covenants that it shall not take any action or request the Issuer or any other governmental unit or the Bondholder to execute any release which would cause the

Project to be in violation of such laws or ordinances or such that a conveyance of the Project or of any portion of the Project would create a violation of such laws and ordinances. Notwithstanding the foregoing, nothing herein shall prevent or prohibit the Borrower and the Guarantor from contesting in good faith and by appropriate proceedings the legality or reasonableness of any such standards, or the imposition of any such standards upon it with respect to the Project, so long as, in the judgment of the Bondholder, the operation of the Project or the receipt of income therefrom or the security interest created hereunder or the Borrower's or the Guarantor's ability to make the payments required hereunder and under the Guaranty would not be materially adversely affected by reason thereof.

SECTION 6.9. <u>Existence</u>, <u>Powers and Tax-exempt Status</u>. Each of the Borrower and the Guarantor agrees that throughout the term of this Agreement:

- (a) It shall not carry on or permit to be carried on in the Project or any other property now or hereafter owned by the Borrower or the Guarantor (or with the Collateral, the Bond proceeds or the proceeds of any loan refinanced with the Bond proceeds whether or not in the Project) any activity or any trade or business the conduct of which is not substantially related (aside from the need of the Borrower or the Guarantor for income or funds or the use it makes of the profits derived) to the exercise or performance by the Borrower or the Guarantor of purposes or functions described in Section 501(c)(3) of the Code if such use would cause the interest paid by the Issuer on the Bonds to be includable in gross income for federal income tax purposes in the hands of the owners thereof.
- (b) It will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such action or circumstances would adversely affect the validity of the Bonds or cause the interest paid by the Issuer on the Bonds to be includable in gross income for federal income tax purposes in the hands of the owners thereof or would cause the Bondholder to be subject to intangible taxes pursuant to Chapter 199, Florida Statutes.
- (c) It will operate the Project to serve and benefit the public and, in the operation of the Project, there will be no discrimination against any person based on race, creed, color or national origin.
- (d) It will not use or permit the Project to be used primarily (i) for sectarian instruction or study; (ii) as a place of devotional activities or religious worship; (iii) as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination or the training of ministers, priests, rabbis or other similar Persons in the field of religion; or (iv) in a manner which is prohibited by (A) the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or (B) by any comparable provisions of the Constitution of the State and the decisions in the Supreme Court of the State interpreting the same or for any other purpose not permitted by the Act or by the laws of the State or the United States. Notification promptly of any substantial modification of religious aspects of the curriculum, religious observances or religious composition of the school or other activities of a religious nature shall be made to the Issuer and the Bank prior to the change becoming effective.

- (e) It (i) will maintain its existence; (ii) will not, without the prior written consent of the Bondholder, make any change in the name under which it does business prior to completion of all documentation necessary to insure that the Bondholder's Security Interest remains intact; (iii) will maintain its status as exempt from federal income tax under Section 501(c)(3) of the Code; (iv) other than as specified in this Section, will not make a material change in the nature of its business, sell any asset deemed by the Bondholder to be necessary for the successful operation of its business; or guarantee or make any loans or advances to any Person (other than loans or advances to employees made in the ordinary course of business), or make any investment in any Person; and (v) will not encumber, sell, transfer or convey all or any part of the Project without the Bondholder's consent.
- SECTION 6.10. <u>Permitted Obligations</u>. The Borrower covenants that it will not incur any Obligations in addition to the Bonds unless the Bondholder consents in writing.
- SECTION 6.11. <u>Permitted Encumbrances</u>. Neither the Borrower nor the Guarantor will create or suffer to be created or exist upon the Real Property any mortgage or other lien, security interest or other similar right or interest, servitude, easement, right-of-way, license, encumbrance, irregularity or defect in title, cloud on title, restriction, reservation or covenant running with the land, other than as created by this Agreement or the Guaranty and other than Permitted Encumbrances. For the purposes hereof, Permitted Encumbrances shall include the following:
- (a) Liens arising by reason of good faith deposits with the Borrower or the Guarantor in connection with tenders, leases of real estate or tangible personal property, bids or contracts (other than contracts for the payment of money), deposits by the Borrower or the Guarantor to secure public or statutory obligations, or to secure or in lieu of, surety, performance, labor, materials, bid, stay, appeal or other similar bonds, and deposits as security for the payment, of taxes or assessments or other similar charges;
- (b) Any lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license.
- (c) Any judgment lien against the Borrower or the Guarantor so long as (i) the finality of such judgment is being contested in good faith and execution thereon is stayed, or (ii) if in the opinion of the Bondholder, in the absence of such a contest and stay, neither the pledge and security interest of the Mortgage nor any material property of the Borrower or the Guarantor will be materially impaired or subject to material loss or forfeiture;
- (d) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any property, to (i) terminate such right, power, franchise, grant, license or permit without cause, provided that the exercise of such right would not materially impair the use of such property for its intended purpose or materially and adversely affect the value thereof; or (ii) purchase, condemn, appropriate or recapture, or designate a purchaser of such property;

- (e) Any liens on any property for taxes, assessments, levies, fees, water and sewer rents, and other governmental and similar charges and any liens of mechanics, materialmen and laborers for work or services performed or materials furnished in connection with such property, and landlord's liens (i) which are not due and payable or are not delinquent, (ii) the amount or validity of which are being contested in good faith and on which execution is stayed or (iii) if in the opinion of the Bondholder, the existence of which will not materially impair the Borrower's or the Guarantor's ability to meet its obligations hereunder or under the Guaranty and under the Bonds and the pledge and security interest of the Mortgage or subject any material property of the Borrower or the Guarantor to material loss or forfeiture;
- (f) Easements, rights-of-way, restrictions, servitudes, licenses, covenants running with the land and other minor defects, encumbrances, and irregularities in the title to any property which do not materially impair the use of such property for its intended purpose or materially and adversely affect the value thereof or the security interest created hereunder;
- (g) Rights reserved to or vested in any municipality or public authority to control or regulate any property or the use thereof, or to use such property in any manner, which rights do not materially impair the use of such property for its intended purposes or materially and adversely affect the value thereof;
- (h) Any lien, mortgage or security interest existing on the date hereof and described in Exhibit "B" to the Mortgage;
  - (i) Any lien, security interest or encumbrance granted pursuant to the Mortgage; and
  - (j) Any liens or other encumbrances consented to by the Bondholder.

SECTION 6.12. <u>Sale. Lease or Other Disposition of Assets</u>. The Borrower shall not sell, lease or otherwise dispose of any of its assets to any other Person and the Guarantor shall not sell, lease or otherwise dispose of any portion of the Project unless permitted in Section 6.11 hereof or unless:

- (a) The sale is of property not constituting Real Property for Fair Market Value;
- (b) The sale or exchange is of investment assets at Fair Market Value in the normal course of business of the Borrower or the Guarantor;
- (c) The sale is of personal property in the ordinary course of business which has become obsolete and which is replaced; or
  - (d) The sale or transfer is made with the consent of the Bondholder.

### SECTION 6.13. Consolidation, Merger, Transfer or Acquisition.

(a) The Borrower will not merge or consolidate with, transfer all or substantially all of its assets to, or acquire all or substantially all of the assets of, any Person, without the prior written consent of the Bondholder.

- (b) Any Person which succeeds to and assumes the obligations of the Borrower or the Guarantor pursuant to subsection (a) above shall be required to execute and deliver to the Bondholder such documents and instruments as are, in the opinion of Counsel to the Bondholder, necessary or appropriate for the purpose of effectuating such succession and assumption.
- SECTION 6.14. <u>Inspection of Real Property</u>. The Borrower and the Guarantor covenant that the Bondholder by its duly authorized representatives, at reasonable times and upon reasonable notice, may inspect any part of the Real Property.

SECTION 6.15. <u>Additional Information</u>. Each of the Borrower and the Guarantor agrees, whenever reasonably requested by the Issuer or the Bondholder, to provide and certify or cause to be provided and certified such information concerning it, the Project, its finances and other topics as the Issuer or the Bondholder consider necessary to enable counsel to either issue opinions and otherwise advise the Issuer or the Bondholder as to the transaction or the capacity of the parties to enter into the same or to enable it to make any reports or supply any information required by this Agreement, law, governmental regulation or otherwise.

Each of the Borrower and the Guarantor agrees to provide and certify or cause to be provided and certified such information concerning the Project, the Borrower, the Guarantor or the finances of either as the Bondholder shall request. Each of the Borrower and the Guarantor further covenants and agrees to notify the Bondholder, within ten (10) days of the occurrence thereof, of any Event of Default or any event which on the passage of time or the giving of notice will become an Event of Default.

SECTION 6.16. <u>Cooperation in Filing Reports</u>. Each of the Borrower and the Guarantor agrees that it will cooperate with the Issuer and the Bondholder in the preparation and filing of any information, report or other document with respect to the Bonds which may at any time be required, in the judgment of the Issuer, to be filed with the Internal Revenue Service pursuant to federal tax laws.

- SECTION 6.17. Compliance with Tax Requirements. Each of the Borrower and the Guarantor covenants and agrees with the Issuer and for the benefit of the Bondholder from time to time of the Bonds, to comply with the requirements applicable to the Bonds contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Code to the extent necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, each of the Borrower and Guarantor covenants and agrees:
- (a) To pay on behalf of the Issuer to the United States of America at the times and in the amounts required pursuant to Section 148(f) of the Code;

- (b) To maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as will be necessary to comply with the Code;
- (c) To refrain from using proceeds from the Bonds in a manner that would cause the Bonds to not be "qualified 501(c)(3) bonds" under Section 145 of the Code.
- (d) To take or refrain from taking any action that would cause the Bonds to become arbitrage bonds under Section 103(b) and Section 148 of the Code; and
- (e) Comply with the requirements set forth in the Certificates as to Arbitrage and Other Tax Matters.

Each of the Borrower and Guarantor understands that the foregoing covenants impose continuing obligations on it to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as the requirements are applicable, notwithstanding the termination of this Agreement or the payment of all amounts due and owing the Bondholder or the Issuer hereunder.

Unless otherwise provided in the Certificate as to Arbitrage and Other Tax Matters, the Borrower and the Guarantor will have the duty and obligation to designate a certified public accountant, Bond Counsel, or other Consultant (the "Tax Analyst") to make any and all calculations required pursuant to this Section or such Certificate as to Arbitrage and Other Tax Matters. The calculations will be made in the manner and at the times specified in the Code and the Certificate as to Arbitrage and Other Tax Matters. The Borrower and the Guarantor will engage and be responsible for paying the fees and expenses of the Tax Analyst, if any.

The Issuer agrees to cooperate reasonably with the Borrower and the Guarantor to enable the Borrower and the Guarantor to perform their obligations pursuant to this Section, but any expenses incurred by Issuer shall be paid by the Borrower or the Guarantor.

SECTION 6.18. <u>Management and other Changes</u>. Without the written consent of the Bondholder, the Borrower will not make a material change in the nature of its business, sell any asset deemed by the Bondholder to be necessary for the successful operation of its business, make any change in the name under which it does business, or guarantee or make any loans or advances to any Person (other than loans or advances to employees in the ordinary course of business), or make any investment in any Person (other than investments in the ordinary course of business).

SECTION 6.19. <u>Banking Relationships</u>. The Borrower will use the Bank for all of their deposit accounts, so long as such use does not cause any violation of the Code with respect to the Bonds.

SECTION 6.20. <u>Appraisal and Loan to Value Ratio</u>. An appraisal shall be prepared by an appraiser approved by the Bank and shall be certified to the Bank. The ratio of total indebtedness secured by the Real Property to the Fair Market Value of the Real Property as determined by such appraiser shall not exceed .75 to 1 at the closing.

SECTION 6.21. <u>Survey</u>. The Borrower shall furnish a boundary survey to the Bank at closing, a foundation survey not more than ten (10) days after installation of a new foundation, and a final survey prior to the last construction draw. The surveys must be acceptable to the Bank in form and substance.

SECTION 6.22. Application of Pledge Receipts. The Borrower agrees that all Pledge Receipts received by the Borrower will be deposited into a special account maintained with the Bank (the "Pledge Account") and used solely to prepay the Existing Debt. A partial prepayment of the Existing Debt shall occur whenever the amount in the Pledge Account exceeds \$100,000. The Pledge Account shall, prior to the payment in full of the Existing Debt, be held for the benefit of the Bondholder and the Bondholder shall have a lien thereon. Upon the payment in full of the Existing Debt, any amount remaining in the Pledge Account shall be released to the Borrower, and the Pledge Account shall be closed.

# ARTICLE VII ASSIGNMENT, LEASING AND INDEMNIFICATION

SECTION 7.1. <u>Assignment</u>. This Agreement may be assigned, and/or the Borrower's and the Guarantor's interest in the Collateral transferred or encumbered as a whole or in part (provided that this Section does not limit the Borrower's right to make transfers that comply with Section 6.12), without the necessity of obtaining the prior written consent of the Issuer, but only upon satisfaction of each of the following conditions:

- (a) The assignee or transferee will assume the obligations of the Borrower and the Guarantor under this Agreement, the Guaranty and other Loan Documents to the extent of the interest assigned or transferred, including, but not limited to, the representations, warranties, and covenants contained in Section 2.2;
- (b) The Borrower and the Guarantor, prior to any assignment, transfer or encumbrance becoming effective, will obtain the written opinion of Bond Counsel addressed to the Bondholder and the Issuer, that any assignment, transfer, or encumbrance will not in and of itself adversely affect the validity of the Bonds or the exclusion from gross income of the Bondholder for federal income tax purposes of interest on the Bonds;
- (c) The assignee or transferee will provide an opinion of Counsel for such assignee or transferee to the effect that after the assignment, the Agreement constitutes a legal, valid, and binding obligation of the assignee or transferee and such other matters as the Bondholder or the Issuer shall require; and,
- (d) The Borrower and the Guarantor obtain the prior written consent of the Bondholder.

SECTION 7.2. Release and Indemnification Covenants. With the exception of any liability caused by the willful misconduct of the Person seeking indemnification, each of the Borrower and the Guarantor will indemnify and save the Issuer, any present or future Bondholder and their officers, agents and employees, harmless against and from all claims by or on behalf of any Person arising from or related to the transactions contemplated by the Resolution, this Agreement, the Guaranty or any Loan Document, including liability by reason of the terms of the Resolution, this Agreement, the Guaranty, any Loan Document or the undertakings required of the Issuer or any present or future Bondholder under this Agreement, the Guaranty or any Loan Document, by reason of the issuance of the Bonds, by reason of the execution of any of the Loan Documents, by reason of the performance of any act requested of the Issuer or any present or future Bondholder, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations, the conduct or management of, or from any work or thing done on the Project including without limitation, (i) any condition of the Project, (ii) any breach or default on the part of the Borrower or the Guarantor in the performance of any of its obligations under this Agreement or other Loan Document, (iii) any act or negligence of the Borrower, the Guarantor or of any of their agents, contractors, servants, employees or licensees or (iv) any act or negligence of any assignee or lessee of the Borrower, the Guarantor or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Borrower or the Guarantor. The Borrower and the Guarantor will indemnify and save the Issuer, any present or future Bondholder and their officers, agents and employees, harmless from any claim arising as aforesaid, or in connection with any action or proceeding, and upon notice from the Issuer or any present or future Bondholder, the Borrower and the Guarantor will defend any or all of them in any action or proceeding. The Borrower and the Guarantor will reimburse the Issuer and any present or future Bondholder for any reasonable costs, including, without limitation, reasonable attorney and paralegal fees and costs, incurred by such Person when taking any necessary action under this Agreement, the Guaranty or any Loan Document.

SECTION 7.3. <u>Installation of Borrower's or Guarantor's Own Property</u>. Each of the Borrower and the Guarantor may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in the Project, but such property shall immediately become subject to the lien of the Mortgage.

SECTION 7.4. <u>Issuer to Grant Security Interest to Bondholder</u>. The parties agree that the Issuer will assign to the Bondholder, as agent of the Issuer, in order to secure and facilitate payment of the Bonds, all of the Issuer's right, title and interest in this Agreement except the Issuer's rights under Sections 4.2(c), 5.1(c), 6.15, 7.2, 8.2, 8.4, 10.1 and 10.2 of this Agreement, all rights to indemnification and rights to receive costs, fees, and expenses of the Issuer and the right to receive notices under this Agreement.

SECTION 7.5. <u>Leases</u>. Prior to the execution of any lease associated with the Project, the form of the lease must be approved by the Bondholder. The Bondholder will only withhold approval of any lease if, in the Bondholder's reasonable opinion, the lease materially affects the Borrower's or the Guarantor's ability to pay the Loan or materially impairs the Collateral securing payment of the Bonds. All leases shall (a) be assigned to the Bondholder; (b) be subordinated to the Loan; (c) contain provisions which require the tenant to make payments under the lease directly to the Bondholder upon notification that the Borrower or the Guarantor is in default under the Agreement, the Guaranty or any Loan Document; and (d) prohibit prepayment on the lease without the Bondholder's consent.

## ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. <u>Events of Default Defined</u>. The following will be "Events of Default" under this Agreement:

- (a) Failure by the Borrower or the Guarantor to pay any amount required to be paid under this Agreement or under any other Loan Document, or with respect to the Existing Debt, including payment of fees and expenses, within ten (10) days after the due date specified in this Agreement or any other Loan Document;
- (b) Failure by the Borrower or the Guarantor to observe and perform any covenant, condition or agreement required to be observed or performed and such failure continues for a period of thirty (30) days after the Borrower or the Guarantor receives notice or knowledge of such failure;
- (c) Any representation or warranty made by or on behalf of the Borrower or the Guarantor in this Agreement or any other Loan Document is materially false or misleading, or is breached;
- (d) The occurrence of an Event of Bankruptcy with respect to the Borrower or the Guarantor;
- (e) Any sale, lease, conveyance, exchange, assignment, encumbrance, mortgage or other transfer of the Collateral or the Real Property or any interest in the Collateral or the Real Property (legal or beneficial) (whether by gift, bequest, operation of law, merger, acquisition, consolidation or any other method or manner whatsoever) in violation of the provisions of this Agreement without the written consent of the Bondholder;
- (f) If the Borrower or the Guarantor fails to give the Bondholder written notice required by this Agreement of the occurrence of any other event or condition which constitutes an Event of Default, or with the passage of time or the giving of notice or both would constitute an Event of Default:
- (g) If the Borrower or the Guarantor shall no longer be an organization described in Section 501(c)(3) of the Code;
- (h) The occurrence of an event of default by the Borrower or the Guarantor under the Guaranty or any other Loan Document; or
- (i) If the Borrower or the Guarantor shall be in default in respect of any payment or other obligations relating to any indebtedness other than the indebtedness evidenced by this Agreement, if the existence of the default entitles the lender to accelerate the repayment of the indebtedness.

- SECTION 8.2. <u>Remedies on Default</u>. Whenever any Event of Default referred to in Section 8.1 has occurred, the Bondholder, or the Issuer with the written consent of the Bondholder, may take one or any combination of the following remedial steps:
- (a) By written notice to the Borrower, declare all amounts payable on the Note and the Bonds whether by acceleration of maturity or otherwise to be immediately due and payable;
- (b) Proceed to enforce its rights to the Collateral under the Mortgage and the Guaranty;
- (c) (i) Demand that the Borrower and the Guarantor surrender the actual possession of all or any portion of the Collateral, whereupon upon demand, the Borrower and the Guarantor will surrender possession to the Bondholder and, to the extent permitted by law, the Bondholder itself, or by the officers or agents as it may appoint, may enter upon and take possession of all or any portion of the Collateral and may have access to the books, records, papers and accounts of the Borrower and the Guarantor relating to the Collateral the access to which is not in violation of any law;
- (ii) If the Borrower or the Guarantor, for any reason fails to surrender or deliver the Collateral or any part of the Collateral after the Bondholder's demand, the Bondholder may obtain a judgment or order conferring on the Bondholder the right to immediate possession or requiring the Borrower or the Guarantor to deliver immediate possession to the Bondholder, to the entry of which judgment or decree the Borrower and the Guarantor specifically consents;
- (iii) Upon taking possession, the Bondholder may hold, store, use, operate, manage and control the Collateral;
- (iv) The Bondholder may liquidate any of the Collateral and apply the monies received (A) to the payment of all costs and expenses (including without limitation, reasonable attorneys' fees, paralegals' fees and expenses) incurred by the Bondholder and its agents or the Issuer and its agents in connection with the collection of same; (B) to the payment of all expenses of taking, holding, managing and operating the Collateral (including compensation for the services of all Persons employed for those purposes); (C) to the payment of the cost of maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions to the Real Property; (D) to the payment of the cost of insurance for the Real Property; (E) to the payment of impositions and other charges prior to the lien on the Collateral as the Bondholder may determine to pay; (F) to the payment of other proper charges upon the Real Property; (G) to the payment of the reasonable compensation, expenses, and disbursements of the attorneys, paralegals and agents of the Bondholder; and (H) to the payment of any other of the obligations of the Borrower and the Guarantor under the Loan Documents, all in any order as the Bondholder elects.
- (d) (i) If any installment or part of any payment required to be made by the Borrower or the Guarantor under this Agreement or under any other Loan Document is not paid when due, the Bondholder is entitled to sue for and to recover judgment against the Borrower for the amount due and unpaid, all costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses) incurred by the Bondholder in connection with any

proceeding, and interest at the Default Rate from, respectively, the due date and the date incurred by the Bondholder.

- (ii) If the Borrower fails to pay upon the Bondholder's demand, after acceleration as provided in Section 8.2(a), all of the amounts due and payable by the Borrower under this Agreement, the Bondholder will be entitled to sue for and to recover judgment against the Borrower for the entire amount due and unpaid, all costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses) incurred by the Bondholder in connection with any proceeding, and all interest at the Default Rate from, respectively, the due date and the date incurred by the Bondholder. The Bondholder's right under this Subsection may be exercised by the Bondholder either before, after or during the pendency of any proceedings for the enforcement of the lien on the Collateral, including appellate proceedings.
- (iii) No recovery of any judgment as provided in this Agreement and no attachment or levy of any execution upon any of the Collateral or any other property will in any way affect the lien of the Security Interest, or any lien, rights, powers, or remedies of the Bondholder under this Agreement, but the lien, rights, powers and remedies will continue unimpaired as before.
- (e) (i) The Bondholder may institute proceedings for the partial or complete foreclosure of the Security Interest granted by the Mortgage and the Bondholder may, pursuant to any final judgment of foreclosure, sell the Collateral as an entirety or in separate lots, units, or parcels, as the Bondholder elects.
- (ii) In case of a foreclosure sale of all or any part of the Collateral, the proceeds of sale will be applied in accordance with this Section 8.2, and the Bondholder will be entitled to seek a deficiency judgment against the Borrower and the Guarantor to enforce payment of any and all obligations of the Borrower and the Guarantor then remaining due and unpaid, together with interest at the Default Rate from the due date.
- (f) The Bondholder may apply to any court of competent jurisdiction to have a receiver appointed to enter upon and take possession of the Collateral and apply the same as the court may direct. The receiver will have all of the rights and powers permitted under the laws of the State. The right to the appointment of a receiver will be a matter of strict right without regard to the value or adequacy of the Collateral or the solvency or insolvency of the Borrower and the Guarantor. Notwithstanding the appointment of any receiver or other custodian, the Bondholder will be entitled as pledgee to the possession and control of any cash or deposits at the time held by, payable, or deliverable under the terms hereof to the Bondholder, and the Bondholder will have the right to offset the unpaid obligations of the Borrower against any cash or deposits in any order as the Bondholder may elect.
- (g) The Bondholder may institute and maintain any suits and proceedings that the Bondholder may deem advisable (i) to prevent any impairment of the Collateral or the Real Property by any acts which may be unlawful or in violation of any of the Loan Documents, (ii) to preserve or protect its interest in the Collateral and (iii) to restrain the enforcement of or compliance with any governmental requirement that may be unconstitutional or otherwise

invalid, if the enforcement of or compliance with any governmental requirement might impair the security under this Agreement or be prejudicial to the Bondholder's interest.

(h) The Issuer may institute and maintain any suits and proceedings and take any other action hereunder that can be taken hereunder by the Bondholder in order to protect the rights reserved by and collect the payment due to the Issuer hereunder, but only if the Bondholder shall fail to take such action on behalf of the Issuer after notice to the Bondholder by the Issuer requesting that the Bondholder take such action.

Any amounts collected pursuant to action taken under this Section will be paid to the Bondholder and applied with the provisions of this Agreement, unless specifically provided otherwise in this Agreement.

SECTION 8.3. No Remedy Exclusive. No remedy in this Agreement or in any of the Loan Documents conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy, but each and every remedy will be cumulative and concurrent and will be in addition to every other remedy given under this Agreement or any other Loan Document or now or later existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default will impair any right or power or will be construed to be a waiver of any right or power, but any right or power may be exercised from time to time and as often as may be deemed expedient, and may be pursued separately successively or together against the Borrower or any guarantor, endorser, co-maker or surety of any of the Borrower's obligations under the Loan Documents, at the discretion of the Bondholder and its assigns or the Issuer and its assigns, as applicable. In order to entitle the Bondholder and its assigns to exercise any remedy reserved to it in this Article, it will not be necessary to give any notice, other than notice as may be required in this Article. Any rights and remedies as are given the Issuer under this Agreement will also extend to the Bondholder, and the Bondholder will be entitled to the benefit of all covenants and agreements contained in this Agreement and the rights conferred upon it pursuant to the Guaranty.

SECTION 8.4. Agreement To Pay Attorneys' Fees and Expenses. In the event the Issuer or the Bondholder should employ attorneys or incur other expenses in connection with its ownership of the Bonds or for the collection of payments required under this Agreement, the Guaranty or any Loan Document or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower or the Guarantor contained in this Agreement, the Guaranty or any Loan Document, the Borrower and the Guarantor agree that they will on demand pay to the Issuer and the Bondholder the reasonable fee of any attorneys and any other expenses (including paralegal fees, court costs and fees and expenses incurred in any bankruptcy or debtor reorganization proceeding) so incurred by the Issuer and the Bondholder. Any reference in this Agreement to attorneys' or counsels' fees paid or incurred will be deemed to include paralegals' fees and legal assistants' fees. In addition, wherever provision is made in this Agreement for payment of attorneys' or counsels' fees or expenses incurred, that provision will include, but not be limited to, any fees or expenses incurred in any and all judicial, bankruptcy, organization, administrative, or other proceedings, including appellate proceedings, whether those fees or expenses arise before proceedings are commenced or after entry of any judgment.

SECTION 8.5. Waiver, Delay or Omission; Power to Deal with Transferee. No waiver of any Event of Default under this Agreement will extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies arising from the Event of Default, and no delay or omission of any Person to exercise any right, power or remedy will be construed to waive any Event of Default or to constitute acquiescence in the Event of Default. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Collateral, the Bondholder, without notice to any Person, is authorized and empowered to deal with any vendee or transferee with reference to the Collateral or the obligations secured by the Mortgage, or with reference to any of the terms or conditions of this Agreement or the Mortgage, as fully and to the same extent as it might deal with the original parties and without in any, way releasing or discharging any of the original parties or any of the liabilities or undertakings under this Agreement. Nothing contained in the preceding sentence will in any manner be construed as consent by the Bondholder to any sale or transfer of the Collateral.

SECTION 8.6. Bondholder's Actions. The Bondholder may, at any time without notice to any Person and without consideration, do or refrain from doing any or all of the following actions, and neither the Borrower, any endorser, co-maker, surety or guarantor of the obligations of the Borrower under the Loan Documents, nor any other Person (in this Section 8.6 collectively referred to as the "Obligor") now or later liable for the payment and performance of the obligations of the Borrower under the Loan Documents, will be relieved from the payment and performance, unless specifically released in writing by the Bondholder: (a) renew, extend or modify the terms of this Agreement; (b) forbear or extend the time for the payment or performance of any or all of the obligations of the Borrower under the Loan Documents; (c) apply payments by any Obligor to the reduction of the unpaid obligations of the Borrower under the Loan Documents in any manner, in any amounts, and at any times and in any order and priority as the Issuer or the Bondholder, as the case may be, may see fit; (d) release any Obligor; (e) substitute, add or release in whole or in part the Collateral or any other collateral or any portion now or later held as security for the obligations of the Borrower under the Loan Documents without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the security interest granted by this Agreement upon the Collateral which is not released or substituted, or the validity and priority of any security interest in any other collateral which is not released or substituted; (f) subordinate the lien of the Collateral granted by the Mortgage or the lien of any other security interest in any other collateral now or later held as security for the obligations of the Borrower or the Guarantor under the Loan Documents; (g) join in the execution of a plat or replat of the Real Property; (h) join in and consent to the filing of a declaration of condominium regarding all or any part of the Collateral; (i) consent to the granting of any easement on the Real Property; G) generally deal with any Obligor or any other party as the Bondholder may see fit; and (k) waive or delay in exercise of any right or remedy granted in this Agreement or in any other Loan Documents.

SECTION 8.7. <u>Credit of Bondholder</u>. Upon any sale made under or by virtue of this Article VIII, the Bondholder may bid for and acquire the Collateral or any part, and in lieu of paying cash may apply to the purchase price any portion of or all of the unpaid obligations of the Borrower under the Loan Documents in any order as the Bondholder may elect. Upon acquisition of the Collateral or any part the Bondholder may hold, return, possess, sell or otherwise dispose of the same (in whole or in part) without any accountability to the Borrower.

SECTION 8.8. <u>Sale</u>. Any sale or sales made under or by virtue of this Article will operate to divest all of the estate, right, title, interest, claim and demand whatsoever, at law or in equity, of the Borrower, the Guarantor and all Persons (except tenants pursuant to leases approved by the Bondholder who are not made party defendants to any foreclosure proceeding) claiming by, through or under the Borrower or the Guarantor in and to the properties and rights so sold, whether sold to the Bondholder or to others, and the purchaser at any sale may disaffirm and take the Collateral free of any easement granted or rental, lease or other contract made in violation of the provisions hereof.

SECTION 8.9. <u>Proofs of Claim</u>. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Borrower, the Guarantor, any endorser, co-maker, surety, or guarantor of the obligation of Borrower or the Guarantor under any of the Loan Documents, or any of their respective properties, the Bondholder, to the extent permitted by law, will be entitled to file any proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in any proceedings for the entire unpaid obligations of the Borrower and the Guarantor at the date of the institution of any proceedings, and for any additional amounts which may become due and payable after that date.

SECTION 8.10. <u>Waiver of Redemption, Notice, Marshalling, etc.</u> Each of the Borrower and the Guarantor waives and releases, for itself and anyone claiming through, by, or under it, to the maximum extent permitted by the laws of the State of Florida:

- (a) All benefit that might accrue to it by virtue of any present or future law exempting the Collateral, or any part of the proceeds arising from any sale, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment;
- (b) unless specifically required in this Agreement or the Guaranty, all notices of default, or the actual exercise by the Issuer or the Bondholder of any option or remedy under the Loan Documents, or otherwise; and
  - (c) any right to have the Collateral marshalled.

SECTION 8.11. <u>Application of Proceeds</u>. The proceeds of any sale of the Collateral will be applied as follows:

- (a) First, to the payment of Registrar and receiver's fees and expenses, if any, and to the payment of all costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses) incurred by the Issuer, and the Bondholder, as the case may be, together with interest at the Default Rate from the date incurred by the Issuer or the Bondholder, as the case may be, in connection with the entry, action or proceeding under this Article; and
- (b) Second, unless the entire principal of the Note shall have become or shall have been declared due and payable, all such moneys shall be applied:

- (i) to the payment to the Persons entitled thereto of all installments of interest then due on the Note, in order of the maturity of the installments of such interest beginning with the earliest such maturity; and
- (ii) to the payment to the Persons entitled thereto of the unpaid principal on the Note which shall have become due whether at maturity or upon mandatory prepayment, in the order of the due date; and
- (iii) to be held for the payment to the Persons entitled thereto, as the same shall become due, of the principal of and interest on the Note which may thereafter become due either at maturity or prepayment prior to maturity.

If the entire principal of the Note shall have become due or shall have been declared due and payable, all such moneys shall, after the payments in paragraph (a) of this Section, be applied to the payment of the principal and interest then due and unpaid upon the Note, with priority of interest over principal, and beginning with the earliest installment of interest, to the Persons entitled thereto without any discrimination or privilege; and

(c) Third, to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

The Borrower will be and will remain liable for any difference between the net proceeds of sale and the amount of the obligations of the Borrower under any of the Loan Documents until all of the obligations have been paid in full.

SECTION 8.12. <u>Discontinuance of Proceedings</u>. If the Issuer or the Bondholder has proceeded to enforce any right under any Loan Document and the proceedings have been discontinued or abandoned for any reason, the Borrower, the Guarantor and the Issuer or the Bondholder will be restored to their former positions and the rights, remedies and powers of the Issuer and the Bondholder will continue as if no proceedings had been instituted.

# ARTICLE IX OPTIONS; PREPAYMENT OF LOAN

SECTION 9.1. Option to Terminate at Any Time. The Borrower will have, and is granted, the option to terminate this Agreement (except with respect to provisions of this Agreement that specifically survive termination of this Agreement or payment of the Bonds) at any time (i) by paying to the Bondholder an amount which will be sufficient to pay and retire the Bonds in accordance with their terms (ii) by paying or providing for the payment of all expenses to the Issuer, the Bondholder and the Registrar which the Borrower is obligated to pay under this Agreement or the other Loan Documents and (iii) by giving the Bondholder notice in writing of the termination, and the termination will immediately become effective. The option granted to the Borrower in this Section may be exercised whether or not the Borrower is in Default pursuant to this Agreement.

### ARTICLE X ENVIRONMENTAL MATTERS

SECTION 10.1. <u>Environmental Matters</u>. Each of the Borrower and the Guarantor warrants, covenants, and represents to the Issuer and the Bondholder and their respective successors and assigns, after all due inquiry and thorough investigation consistent with good commercial or customary practice:

- (a) That to the best its knowledge, neither the Borrower, the Guarantor nor any either Person has ever used the Real Property nor any other real property owned and/or occupied by the Borrower, as a facility for the manufacture, processing, distribution, use, transport, handling, storage, treatment or disposal of any "Hazardous Substances," (as that term is defined below) and that it has not, and will not in the future, stored and retained Hazardous Substances on the Real Property; and
- (b) That the Real Property and its operations and activities thereon are now and at all times will continue to be in full compliance with all federal, state and local "Environmental Laws" (as that term is defined below); and
- (c) That as of the date of this Agreement there are no Hazardous Substances located on, in or under the Real Property or used in connection with the Real Property which do not comply with all laws and regulations relating to the use, storage and retention of Hazardous Substances; and
- (d) That it will notify the Bondholder of any change in the nature or extent of any Hazardous Substances maintained on, in or under the Real Property or used in connection with the Real Property, and will transmit to the Bondholder copies of any citations, orders, notices or other material governmental or other communication received with respect to any Hazardous Substances; and
- (e) That it shall not cause or permit to exist, as a result of an intentional or unintentional act or omission by it, its employees, officers, directors, agents, invitees, contractors, or any other Persons, any release, discharge, spill, or leak of a Hazardous Substance on, in or under the Real Property or into waters or onto lands of the State of Florida or the water or lands of the United States, or into waters or lands outside the jurisdiction of the State where damage may result to the Real Property or to the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise, controlled by the State or the United States, unless the release, discharge, spill, or leak is pursuant to and in compliance with all applicable federal, state or local Environmental Laws; and
- (f) That it is not aware of, nor has it nor any of its subsidiary or affiliated entities received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with any Environmental Laws or any ordinance, regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved under each, or which may give rise to any common law or legal liability, or otherwise or on the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation,

based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance; and

- (g) That there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against it or the Real Property, relating in any way to the violation of any Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved under each; and
- (h) It shall immediately notify the Bondholder should it become aware of (i) any Hazardous Substance in violation of any Environmental Laws or other environmental problem, liability or potential liability with respect to the Real Property, or (ii) any lien, action, or notice of the nature described in Paragraph 10.1 (d), (e), (f) and (g) above (hereinafter "Environmental Complaint"). In such event, it shall, at its own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Real Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws, and shall further pay or cause to be paid at no expense to Bondholder or Issuer all clean-up, administrative, and enforcement costs of applicable governmental agencies which may be asserted against the Real Property or it.

SECTION 10.2. Indemnity. In consideration of and in order to induce the Bondholder to purchase the Bonds and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, each of the Borrower and the Guarantor agrees to indemnify, reimburse, defend and hold harmless the Issuer and the Bondholder and their officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expense or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, the Issuer or the Bondholder directly or indirectly, resulting from: (a) any acts or omissions of it, its officers, directors, invitees, agents, employees, contractors, or any other Persons, at, on or about the Real Property which contaminate air, soils, surface waters or groundwaters over, on, in or under the Real Property; (b) arising from or out of any Hazardous Substance on, in or under the Real Property; (c) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of it or any other Person and any environmental damage alleged to have been caused, in whole or in part by the transportation, treatment, storage, or disposal of any Hazardous Substance; and/or (d) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Real Property.

Without limiting the foregoing, this indemnification provision specifically protects the Issuer and the Bondholder against any claim or action from activities described above, based in whole or in part upon any Environmental Law, whether now in existence or enacted in the future. Each of the Borrower's and Guarantor's indemnification obligation under this Agreement will be one of strict liability and will be enforceable without regard to any fault or knowledge of the

Issuer or the Bondholder with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation.

Those liabilities, losses, claims, damages and expenses, etc., for which the Issuer and the Bondholder are indemnified under this Agreement shall be reimbursable to the Issuer and the Bondholder, at their option, to make payments with respect thereto, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and each of the Borrower and the Guarantor shall pay such liability, loss, claim, damage and expenses to the Issuer and the Bondholder as so incurred within thirty (30) days after notice from the Issuer or the Bondholder itemizing the amounts incurred to the date of such notice. In addition to any remedy available for failure to periodically pay such amounts, such amounts shall thereafter bear interest at the Default Rate.

Each of the Borrower and the Guarantor waives any acceptance of this indemnity by the Issuer or the Bondholder. The failure of the Issuer or the Bondholder to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof or give rise to any estoppel against the Issuer or the Bondholder nor excuse the Borrower or the Guarantor from its obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the Issuer or the Bondholder, as the case may be. This indemnity is subject to enforcement at law and/or equity, including actions or damages and/or specific performance.

SECTION 10.3. Agreements to Survive. The Borrower's and the Guarantor's obligations, agreements, warranties and representations under this Article will not be limited to any extent by the term of the Bonds or other obligations secured by the Security Interest, and will continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of the Bonds and the Security Interest, (and other obligations secured by this Agreement), or any foreclosure.

#### SECTION 10.4. Definitions.

- (a) As used in this Agreement, "Environmental Law" will mean any federal, State, or local statutory or common law, ordinance, rule, plan, code, order, decree, or regulation, or any permit, order, agreement, or other judgment or notice issued, entered, promulgated or approved thereunder, whether now in existence or established or enacted in the future, both within and outside present contemplation of the Borrower and the Bondholder, as same may be amended from time to time, relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, or relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.
- (b) As used in this Agreement, "Hazardous Substance" means any substance or material determined to be toxic, a pollutant or contaminant, under any federal, State or local statute, law, ordinance, rule, or regulation or judicial or administrative order, decision, or Environmental Law, as same may be amended from time to time, including but not limited to (i)

petroleum and petroleum products as defined in the Florida Statutes, as same may be amended from time to time, (ii) asbestos, (iii) radon, (iv) polychlorinated biphenyls, and/or (v) such other materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human health or the environment.

SECTION 10.5. <u>Breach of Environmental Covenant an Event of Default</u>. Any breach of any warranty, obligation, representation or agreement contained in this Article will be an Event of Default under this Agreement and will entitle the Bondholder to exercise any and all remedies provided in this Agreement, or otherwise permitted by law.

#### ARTICLE XI MISCELLANEOUS

SECTION 11.1. <u>Term of Agreement</u>. This Agreement will remain in full force and effect from the date of this Agreement to and including the last date on which the Bonds will be unpaid, on which date this Agreement and the provisions of this Agreement will terminate. Notwithstanding the foregoing, the covenants of Sections 4.2(a) (to the extent necessary to preserve the rights of former Bondholders to recover certain additional payments under the Bonds), 4.2(d), 6.15, 7.2, 8.4, and Article X, and any provision necessary to preserve the taxexempt status of the Bonds will survive the termination of the other provisions of this Agreement and the payment of the Bonds.

SECTION 11.2. <u>Notices</u>. All notices, certificates, consents or other communications under this Agreement will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

If to the Borrower:

	Holy Comforter Episcopal School, Inc. 3100 Fleischmann Road Tallahassee, Florida 32308 Attention: Lorie Frederick With a copy to:
	Attention:
If to the Guarantor:	
	The Episcopal Church in the Diocese of Florida, Inc. 325 Market Street
	Jacksonville, Florida 32202-3796
	Attention:
	With a copy to:
	Attention:

#### If to the Issuer:

Leon County, Florida 301 South Monroe Street, Room 202 Tallahassee, Florida 32301 Attention: Herbert W. A. Thiele

With copies to:

Clerk
Leon County Clerk of Courts
301 South Monroe Street
Tallahassee, Florida 32301

If to the Bondholder:

Capital City Bank 217 North Monroe Street Tallahassee, Florida 32301 Attention: Bill Brimacombe

Any of the foregoing may, by written notice given under this Agreement, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent. Each of the Borrower and the Guarantor agrees that it will notify the Issuer and the Bondholder of a change in its mailing address immediately following the occurrence of the change.

SECTION 11.3. <u>Binding Effect</u>. This Agreement will inure to the benefit of and be binding upon the Issuer, the Borrower, the Bondholders and their respective successors and assigns.

SECTION 11.4. <u>Severability</u>. In the event any provision of this Agreement is held invalid or unenforceable in any context by any court of competent jurisdiction, the holding will not invalidate or render unenforceable the provision in any other context or any other provision of this Agreement.

SECTION 11.5. <u>Amendments, Changes and Modifications</u>. Subsequent to the issuance of the Bonds and prior to its payment in full and except as otherwise expressly provided in this Agreement, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Bondholder.

SECTION 11.6. <u>Execution in Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one instrument.

- SECTION 11.7. <u>Borrower and Guarantor Approval of Bond</u>. Each of the Borrower and the Guarantor has reviewed the Bonds, approves the form of the Bonds, and agrees to perform and observe all covenants and undertakings on its part to be performed and observed either directly or indirectly under the Bonds.
- SECTION 11.8. <u>Applicable Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State, and, to the extent possible, venue of any proceeding brought in connection with this Agreement will be Tallahassee, Florida.
- SECTION 11.9. <u>Captions</u>. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- SECTION 11.10. <u>Payments Due on Saturdays</u>, <u>Sundays and Holidays</u>. In any case where the date of any payment due under this Agreement will be a day which is not a Business Day, then the payment need not be made on that date but may be made on the next succeeding Business Day with the same force and effect as if made on the date otherwise fixed for payment.
- SECTION 11.11. <u>Participation by Bondholder</u>. The Borrower recognizes that the Bondholder (or a participant) may sell and transfer interests in the Bonds to one or more participants or subparticipants and that all documentation, financial statements, appraisals and other data, or copies of each, relevant to the Borrower or the Bonds may be exhibited to and retained by any participant, subparticipants or prospective participant or subparticipant.
- SECTION 11.12. No Personal Liability. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Issuer or agent or employee of the Issuer in his individual capacity, and neither the members nor any officer or employee or agent of the Issuer nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of any acts of commission or omission in the performance of any obligation under the Agreement or the Bonds. No individual officer, employee or agent of the Borrower or Guarantor shall be personally liable for payment under the Bonds.
- SECTION 11.13. Execution by Guarantor. The Guarantor has executed this Agreement for the purposes of evidencing its consent thereto and hereby covenants to Bank, to induce Bank to enter into this Agreement and make the Loans to Borrower, that it shall perform and/or cause to be performed the covenants, terms, obligations, and conditions of this Agreement and the other Loan Documents in accordance with the terms and provisions hereof and thereof. The Guarantor acknowledges that it is receiving a direct benefit as a result of the Loan to Borrower in that the Loan will facilitate the furtherance of its corporate purpose.
- SECTION 11.14. Waiver of Trial by Jury. BY EXECUTION HEREOF, EACH OF THE BORROWER AND GUARANTOR AGREES THAT NEITHER IT, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF IT (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION

PROCEDURE BASED UPON OR ARISING OUT OF THIS LOAN AGREEMENT, OR THE LOAN DOCUMENTS, OR ANY INSTRUMENT EVIDENCING, SECURING, OR RELATING TO THE INDEBTEDNESS AND OTHER OBLIGATIONS EVIDENCED HEREBY, ANY RELATED AGREEMENT OR INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS EVIDENCED HEREBY OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES WITH THE ISSUER OR BONDHOLDER HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE ISSUER NOR BONDHOLDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE BORROWER, GUARANTOR OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY EXECUTED IN ALL INSTANCES.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the Bank, the Borrower and the Guarantor as of the date first above written.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA
By:Gwen Marshall, Clerk	By: Nick Maddox, Chairman
APPROVED AS TO FORM AND LEGALITY:	
By: Herbert W.A. Thiele, County Attorney	

**EPISCOPAL** 

# SCHOOL, INC. Signed, sealed and delivered in the Presence of: By:\_\_\_\_\_\_ Name:\_\_\_\_\_ Name:\_\_\_\_ Title: Title: THE EPISCOPAL CHURCH IN THE DIOCESE OF FLORIDA, INC. Signed, sealed and delivered in the Presence of: By:\_\_\_\_\_ Name: Name:\_\_\_\_\_ Title: Title:

HOLY COMFORTER

# STATE OF FLORIDA

# COUNTY OF LEON

The foregoing instrument was acknowledg the BOARD OF COUNTY COMMISSIONERS (said County, on the of, 2018 to me; or ( ) produced	. The acknowledger ( ) is personally known
	NOTARY PUBLIC, State of Florida
	(Typed/Printed Name) My Commission Expires:
STATE OF FLORIDA	
COUNTY OF LEON	
The foregoing instrument was acknown of HOLY COMFORTER EPISCOPAL the of, 2018. The acknowle produced as identification.	vledged before me by, as L SCHOOL, INC., on behalf of said School, on dger ( ) is personally known to me; or ( ) tion.
	NOTARY PUBLIC, State of Florida
	(Typed/Printed Name) My Commission Expires:
STATE OF FLORIDA	
COUNTY OF DUVAL	
	DIOCESE OF FLORIDA, INC., on behalf of
said Church, on the of, 2018 to me; or ( ) produced	. The acknowledger ( ) is personally known as identification.
	NOTARY PUBLIC, State of Florida
	(Typed/Printed Name) My Commission Expires:

#### EXHIBIT "A"

#### LEGAL DESCRIPTION PARCEL 1

Holy Comforter Middle School 41.38 Acres

Commence at the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run thence South 89 degrees 41 minutes 38 seconds East along the northerly boundary of said Section 15 a distance of 2268.18 feet to a point on the easterly right of way of Fleischman Road .said point being on a curve concave southwesterly, thence run northwesterly along said curve with a radius of 592.25 feet through a central angle of 48 degrees 19 minutes 59 seconds for an arc length of 499.60 feet (chord of 484.91 feet bears North 42 degrees 21 minutes 46 seconds West) thence continue along said curve with a radius of 592.25 feet through a central angle of 19 degrees 22 minutes 11 seconds for an arc length of 107.19 feet (chord of 107.04 feet bears North 71 degrees 42 minutes 34 seconds West) to the POINT OF BEGINNING. From said POINT OF BEGGINNING run thence North 76 degrees 53 minutes 48 seconds West along the northerly right of way of Fleischman Road a distance of 1264.05 feet to a point of curve to the right, thence along said curve with a radius of 736.81 feet through a central angle of 08 degrees 23 minutes 15 seconds for an arc length of 108.83 feet (chord 103.83 feet bears North 72 degrees 39 minutes 4l seconds West) thence leaving said northerly right of way run North 43 degrees 43 minutes 32 seconds East 1365.57 feet, thence North 28 degrees 51 minutes 07 seconds East 638.80 feet, thence South 65 degrees 52 minutes 40 seconds East 632.37 feet, thence South 13 degrees 27 minutes 34 seconds West 762.80 feet, thence South 65 degrees 52 minutes 40 seconds East 299.50 feet, thence South 24 degrees 07 minutes 20 seconds West 230.0 feet, thence North 65 degrees 52 minutes 40 seconds West. 256.20 feet, thence South 13 degrees 27 minutes 34 seconds West 612.39 feet, to a point on the city limits line of Tallahassee, Florida, thence run along said city limits line South 70 degrees 43 minutes 08 seconds West 126.81 feet to the POINT OF BEGINNING, containing 41.38 acres more or less.

# EXHIBIT "B"

# PERMITTED ENCUMBRANCES

#### EXHIBIT "C"

#### FORM OF BONDS

No.1 \$6,000,000

# UNITED STATES OF AMERICA STATE OF FLORIDA LEON COUNTY, FLORIDA EDUCATIONAL FACILITIES REVENUE BOND, SERIES 2018 (HOLY COMFORTER EPISCOPAL SCHOOL, INC. PROJECT)

<u>MATURITY DATE</u>: <u>INTEREST RATE</u>: <u>ISSUE DATE</u>:

October 1, 2046 Base Rate (as defined herein) April , 2018

subject to Adjustment as Provided Herein

**BONDHOLDER:** CAPITAL CITY BANK

**PRINCIPAL AMOUNT:** SIX MILLION AND NO/DOLLARS

FOR VALUE RECEIVED, Leon County, Florida (the "Issuer"), a political subdivision of the State of Florida, acting under Chapter 159, Part II, Florida Statutes (the "Act"), hereby promises to pay, solely from the special funds hereinafter described, to the Bondholder identified above or registered assigns as hereinafter provided, the Amount Advanced (as defined below) but not to exceed the Principal Amount identified above plus interest from the date of the advance computed initially at the Base Rate (as defined below) per annum, subject to adjustment as hereafter provided (computed on the basis of a 360-day year and actual days elapsed) on such Amount Advanced then outstanding. Commencing May 1, 2018 interest only shall be payable monthly on the 1st day of each month (a "Payment Date"). Commencing May 1, 2021, principal and interest shall be payable on each Payment Date in 300 equal monthly payments based upon the Amount Advanced through such Payment Date (and subject to adjustment of the Base Rate as described below). (If the full \$6,000,000 is advanced, the equal monthly payments will initially .) Such equal monthly payments will be adjusted from time to time to account for adjustments in the Principal Amount resulting from advances which have not yet been taken into account in determining such equal payments in the amount necessary to fully amortize this Bond by the Maturity Date. The Issuer will make payments of principal and interest as set forth above until all of the principal and interest and any other charges owed under this Bond have been paid in full. All unpaid principal and interest shall be due and payable on the Maturity Date stated above. The principal and interest under this Bond will be payable in lawful money of the United States of America at any place as the Bondholder may designate in writing. All payments received on this Bond will be applied first to interest to the extent then accrued and then to principal.

SECTION 1. <u>Authorization for this Bond</u>. This Bond is issued pursuant to a resolution duly adopted by the Issuer on April 10, 2018 (the "Resolution") for the purpose of providing funds to finance and refinance the acquisition, construction, renovation and equipping of a "Project" within the meaning of the Act located in Leon County, Florida (the "Project") and funding expenses necessary to accomplish the foregoing.

The Issuer hereby certifies and recites that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Florida applicable hereto, and that the issuance of this Bond does not violate any constitutional, statutory or other limitation of power of the Issuer.

This Bond shall not be valid unless the certificate of authentication herein shall have been signed by the Registrar.

SECTION 2. Security for and Payment of this Bond. This Bond is payable solely from payments to be made by Holy Comforter Episcopal School, Inc., a Florida not-for-profit corporation (the "Borrower") pursuant to that certain Loan Agreement, dated as of April 2018 between the Borrower and the Issuer (the "Agreement"), that certain Promissory Note, dated April \_\_\_\_, 2018 from the Borrower to the Issuer (the "Note"), the Unconditional Guaranty of Payment, dated as of April , 2018 (the "Guaranty") from The Episcopal Church in the Diocese of Florida, Inc. (the "Guarantor") and the security interest granted to the Issuer by the Guarantor and the Borrower pursuant to that certain Amended and Restated Mortgage and Security Agreement, dated as of April \_\_\_\_, 2018 from the Borrower and the Guarantor to the Issuer (the "Mortgage"), which Agreement, Note, Guaranty and Mortgage and other related documents have been assigned by the Issuer to the Bondholder pursuant to that certain Assignment of Loan Documents dated the date hereof (the "Assignment") to secure payment of the principal of and interest on this Bond. Reference is hereby made to the Agreement, Note, Guaranty, Mortgage and Assignment for a more complete description of the security for payment of this Bond which are hereby incorporated herein and made a part hereof and the terms and conditions of which the Bondholder accepts and assents.

This Bond and the obligation evidenced hereby shall not constitute a debt or a pledge of the faith and credit of the State of Florida or any political subdivision thereof, including, without limitation, the Issuer. Neither the State of Florida nor any political subdivision thereof, including, without limitation, the Issuer shall be obligated to pay the principal of or interest on this Bond or other costs incident hereto except from the security assigned and pledged therefor under the Agreement and neither the faith and credit nor the taxing power of the State of Florida or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of or interest on this Bond or other costs incident hereto.

#### SECTION 3. Definitions:

"Amount Advanced" means the aggregate amount paid by the Bank to or for the account of the Issuer to be loaned to the Borrower pursuant to the Agreement through and including October 31, 2019, the last day on which such amounts shall be advanced. The Bank shall provide the Borrower with a schedule of the date and amounts of all such payments advanced

and loaned to the Borrower and shall record such dates and amounts on Schedule 1 attached hereto.

"Bank" means Capital City Bank, and its successors and assigns.

"Base Rate" 3.52% per annum from the closing date through April 30, 2028, and thereafter the interest rate will be adjusted annually on each May 1 to a rate that provides an after-tax yield to the Bondholder equal to the after-tax yield that the Bondholder would realize on a taxable loan at a rate equal to 79% times the then-1-year U.S. Treasury index (or, in the event of widespread discontinuance of such index, a comparable index to be determined by the Bondholder as provided in this Agreement), plus 3.00%, through the Maturity Date. Such adjusted rate shall not be below 3.52% per annum. The Base Rate is subject to further adjustment as provided herein.

"Bond" means this \$6,000,000 Leon County, Florida Educational Facilities Revenue Bond, Series 2018 (Holy Comforter Episcopal School, Inc. Project).

"Bondholder" means the registered owner of this Bond from time to time.

"Bond Year" means the annual period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

"Borrower" means (i) Holy Comforter Episcopal School, Inc., a Florida not for profit corporation, and its successors and assigns, and (ii) any surviving, resulting or transferee entity.

"Business Day" means any day except any Saturday Sunday or day on which banks are authorized to be closed in the city in which the Bondholder has its principal office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Default Rate" means the lesser of 18% per annum or the highest interest rate permitted by law.

"Determination of Taxability" means the circumstance of interest paid or payable on this Bond becoming includable for federal income tax purposes in the gross income of the Bondholder as a consequence of an act, omission, or event whatsoever and regardless of whether the same was within or beyond the control of the Bondholder. A Determination of Taxability will be deemed to have occurred upon the receipt by the Issuer or Bondholder of an opinion of counsel that any interest on this Bond has become includable in the gross income of the Bondholder for federal income tax purposes. For all purposes of this definition, the effective date of a Determination of Taxability will be the date as of which the interest on this Bond is deemed includable in the gross income of the Bondholder for federal income tax purposes.

"Interest Rate on this Bond" means the Base Rate as modified for the interest rate adjustments provided for herein.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to the

tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Bondholder, the maximum statutory rate of federal income taxation which could apply to the Bondholder).

"Redemption Date" means the date as of which the Borrower has notified the Bondholder that this Bond is to be redeemed.

"Redemption Price" means the price at which the Borrower shall redeem this Bond on a date on which this Bond is subject to redemption, which price shall be equal to 100% of the principal amount of this Bond, plus accrued interest, if any, to the date of such redemption.

"Taxable Rate" means the interest rate which a bond must, during any period that interest on this Bond is includable in income of the Bondholder for federal income tax purpose, bear to provide an after tax yield to the Bondholder equal to the after tax yield the Bondholder would have enjoyed if interest on this Bond was not subject to federal income tax under the Code.

SECTION 4. <u>Interest Rate and Interest Rate Adjustments</u>. The Interest Rate on this Bond shall be subject to adjustment as provided below.

If the interest on this Bond becomes includable in the gross income of the Bondholder for federal income tax purposes as a result of a Determination of Taxability, the Interest Rate on this Bond prior to the effective date of the Determination of Taxability shall be equal to the interest rate identified as the Base Rate as adjusted from time to time, and thereafter, for as long as interest on this Bond is includable in the gross income of the Bondholder, the interest rate on this Bond shall be the Taxable Rate. If the effective date of the Determination of Taxability has passed at the time a Determination of Taxability is determined to have occurred, then this Bond shall bear interest at the Taxable Rate compounded annually retroactive to the effective date of the Determination of Taxability.

Any such increased interest (established to the satisfaction of the Bondholder) shall be payable by the Issuer to the Bondholder within sixty (60) days of the date of the Issuer is notified by the Bondholder that such amounts are due. The Issuer's obligation to pay any such increased interest shall survive payment of this Bond.

The rate of interest on this Bond shall be further adjusted as follows. If the Maximum Federal Corporate Tax Rate decreases, the interest rate otherwise borne by this Bond shall be adjusted (increased) to the product obtained by multiplying the interest rate otherwise borne by this Bond by a fraction, (i) the numerator of which is equal to one (1) minus the Maximum Corporate Tax Rate in effect as of the date of adjustment and (ii) the denominator of which is equal to \_\_\_\_\_. The interest rate otherwise borne by this Bond shall be adjusted automatically as of the effective date of each decrease in the Maximum Federal Corporate Tax Rate.

The Bondholder shall notify the Issuer in writing of any adjustments pursuant to the provisions above. Notwithstanding any provision of this Bond to the contrary, in no event shall the Interest Rate on this Bond exceed the maximum rate permitted by law.

The provisions set forth above shall survive payment of this Bond until such time as the federal statute of limitations under which the interest on this Bond could be declared taxable under the Code shall have expired.

SECTION 5. Optional Redemption and Payment. This Bond is subject to redemption prior to maturity at the Redemption Price at any date, in whole or in part, at the option of the Borrower upon giving written notice to the Bondholder no less than thirty-five (35) days prior to such redemption date. The exercise of such option by the Borrower may be rescinded by the Borrower at any time prior to such redemption date. The notice of redemption shall also state that the redemption of this Bond is subject to the Borrower's payment of the Redemption Price on the Redemption Date.

SECTION 6. <u>Default</u>. In the event of default in the payment of any of the principal of or interest on this Bond when due, or upon occurrence of certain other events set forth in the Agreement, the Bondholder may by written notice to the Issuer and the Borrower declare all amounts payable on this Bond (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become due and payable immediately. Reference is hereby made to the Agreement for a more complete description of the rights and remedies available to the Bondholder upon an event of default.

SECTION 7. Negotiability; Registration, Transfer and Exchange. This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida. This Bond may be transferred by the Bondholder or by the Bondholder's attorney-in-fact duly authorized in writing. This Bond shall be issued and transferred as a single negotiable instrument, and no provisions have been made for registration of multiple bonds. THIS BOND MAY ONLY BE SOLD, TRANSFERRED OR EXCHANGED AS A SINGLE INSTRUMENT TO AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501, PROMULATED PURSUANT TO THE SECURITIES ACT OF 1933. THE ISSUER, IN ITS SOLE DISCRETION, MAY REQUIRE THAT THE TRANSFEREE EXECUTE AN INVESTMENT LETTER IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE ISSUER AS A CONDITION TO TRANSFERRING THIS BOND.

The person in whose name this Bond will be registered will be deemed and regarded as the absolute owner of this Bond for all purposes, and payment of principal and interest on this Bond will be made only to or upon the written order of such owner or its duly authorized attorney-in-fact. All such payments will be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

SECTION 8. <u>Waiver of Presentment</u>. Presentment, demand, protest, notice of dishonor, and all other notices are waived by the Issuer.

SECTION 9. No Personal Liability. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Issuer or agent or employee of the Issuer in his individual capacity, and neither the members nor any officer or employee or agent of the Issuer nor any official executing this Bond shall be liable personally on this Bond or be subject to any personal

liability or accountability by reason of the issuance thereof or by reason of any acts of commission or omission in the performance of any obligation under the Agreement or this Bond.

SECTION 10. <u>Severability</u>. In case one or more of the provisions of this Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond and this Bond shall be construed and enforced as if such illegal and invalid provision has not been contained therein.

SECTION 11. <u>No Waiver</u>. No delay or omission on the part of the Bondholder in exercising any right hereunder shall operate as a waiver of such right or of any other rights under this Bond.

SECTION 12. <u>Governing Law</u>. This Bond shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law rules of that state.

SECTION 13. <u>Headings Not Part Hereof</u>. The headings and sections in this Bond shall be solely for convenience of reference and shall not constitute a part of this Bond or affect its meaning, construction or effect.

**IN WITNESS WHEREOF,** Leon County, Florida has issued this Bond and has caused this Bond to be executed in its name by the manual signature of the Chairman and attested by the manual signature of the Clerk or a Deputy Clerk and its seal to be impressed on this Bond, all as of the bond date set forth above.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA
By: Gwen Marshall, Clerk	By:Nick Maddox, Chairman
APPROVED AS TO FORM AND LEGALITY:	
By:Herbert W.A. Thiele, County Attorney	

# CERTIFICATE OF AUTHENTICATION AND REGISTRATION

#### DATE OF AUTHENTICATION AND REGISTRATION:

This Bond is the Bond delivered pursuant to the within mentioned Resolution.

**CLERK, LEON COUNTY, FLORIDA,** as Authentication Agent and Registrar

By:_					
(	Gwen	Marshall,	Clerk		

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenants in common		
TEN ENT	as tenants by the entireties		
JT TEN	as joint tenants with right of survivorship and not as tenants in common		
UNIF TRANS	S MIN ACT(	Cust.)	
Custodian for			
under Uniforn	n Transfers to Minors Act of		
		(State)	

Additional abbreviations may also be used though not in list above.

#### **ASSIGNMENT**

#### FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee
(Name and Address of Assignee)
the within bond and all rights hereby irrevocably constitutes and appoint to transfer the within bond on the books kept for registration thereof, with full power substitution in the premises. The Assignment of this Bond is limited by the provisions of Section 3.9 of the Agreement.  Dated:
Signature guaranteed:

**NOTICE:** Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

**NOTICE:** No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

# EXHIBIT "D" CONSTRUCTION LOAN PROCEDURES

# NOTICE OF PUBLIC HEARING CONCERNING LEON COUNTY'S PROPOSED ISSUANCE OF ITS EDUCATIONAL FACILITIES REVENUE BOND (HOLY COMFORTER EPISCOPAL SCHOOL PROJECT), SERIES 2018, IN AN AMOUNT NOT TO EXCEED \$6,000,000

**Public Notice** is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on April 10, 2018 at 6:00 p.m., or as soon thereafter as such matters may be heard, at the Leon County Commission Chambers, 301 S. Monroe Street, Tallahassee, Florida, 32301, in accordance with the Tax Equity Fiscal Responsibility Act ("TEFRA") on the proposed issuance by the County of its Educational Facilities Revenue Bond (Holy Comforter Episcopal School Project), Series 2018 in the principal amount not to exceed \$6,000,000 for purposes of financing the Project referenced below. The proceeds of such Bond will be used to finance the acquisition, construction and equipping of the following Project located at the following location in Leon County, Florida:

Owner: HOLY COMFORTER EPISCOPAL SCHOOL

Project Name: PERFORMING ARTS AND CAFETERIA BUILDING

**EXPANSION** 

Location: 2001 Fleischmann Road, Tallahassee, Florida Principal amount of tax exempt Bond: not exceeding \$6,000,000

All interested parties are invited to present their comments at the time and place set forth above.

Persons are advised that if they decide to appeal any decisions made at this hearing, they will need a record of the proceedings, and for such purposes, they may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. The needs of hearing or visually impaired persons shall be met if the County is contacted at least 48 hours prior to the public hearing and special meeting by any person wishing assistance.

For further information contact Ms. Gwen Marshall, Clerk of the Court, Leon County Courthouse, 301 S. Monroe Street, Tallahassee, Florida 32301, telephone number 850-577-4000.

**DATED:** March 27, 2018

LEON COUNTY, FLORIDA

By:/s/ Nick Maddox
Chairman, Board of County Commissioners

9.10

# Board of County Commissioners Leon County, Florida

Policy No. 08-3

Title:

Leon County Conduit Financing Policy

Date Adopted:

December 9, 2014

Effective Date:

December 9, 2014

Reference:

N/A

Policy Superseded:

Policy No. 08-3, adopted 11/25/08

It shall be the Policy of the Board of County Commissioners of Leon County, Florida, Policy No. 08-3, entitled "Leon County Conduit Financing Policy" is hereby superseded, and a revised Policy is hereby adopted in its place, to wit:

#### Purpose:

Leon County desires to provide appropriate access for non-governmental entities to tax exempt financing through conduit issuances.

Leon County acknowledges that, although each individual issue must be self-supporting and will not at anytime require the direct financial support of the County, the issues will utilize the County's authority and reputation for the issuance and that debt issues that do not ultimately perform to market expectations could negatively impact the County's future capacity to issue debt and the overall reputation of the County.

Leon County further directs that all Authorities (other than the Leon County Housing Finance Authority)\_seeking to request Tax Equity and Financial Responsibility Act (TEFRA) hearings from the County shall have policies adopted equal to this County policy.

#### CONDUIT FINANCING POLICY

- 1) Definitions. All terms in capitalized form that are defined in this Section shall have the same meanings as are ascribed to those terms herein, unless a different or additional meaning is given to those terms specifically. Unless the context shall otherwise indicate, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The following terms shall have the meaning indicated below unless the context clearly requires otherwise:
  - a) "Credit Enhanced" means a bond issue with a third party repayment guarantee such as a bank letter of credit, Federal program or insurance policy from a credit enhancer such as a bank or insurance company with credit ratings in the three highest categories, meaning at least A3 from Moodys, or A- from either FitchRatings or Standard and Poors, which repayment guarantee structure is binding for at least one year from date of issuance and results in the bonds being issued with the long-term credit ratings and the highest short-term rating, if applicable, of the credit enhancer.
  - b) "Credit Rating" means a professional assessment of creditworthiness from either FitchRatings, Moodys, or Standard and Poors as nationally recognized credit rating agencies, or such other firm as may reasonably attain a similar role in the future.
  - c) "Financial Advisor" or "FA" means a properly licensed firm retained by either the Issuer or Guarantor Applicant with a fiduciary responsibility to their client under the rules and procedures of the National Association of Securities Dealers, the Municipal Securities Rulemaking Board, Securities and Exchange Commission, and the Florida Statutes. The FA is expected to advise their client on structuring the debt, marketing the debt, and the investment or disposition of debt proceeds. Any FA retained by the Guarantor Applicant shall be acceptable to the Issuer.
  - d) "Guarantor Applicant" means the entity that makes application to the County for the debt, sponsors the project, and provides the repayment funds. Notwithstanding the use of a conduit issuer and any credit enhancement, the Guarantor Applicant is the entity whose credit is reviewed by the investors or credit enhancers as the underlying source of repayment funds.
  - e) "Investment Grade Credit Rating" means a Credit Rating of BBB- or higher from FitchRatings, Baa3 or higher from Moodys, and BBB- or higher from Standard and Poors, and such other similar minimum rating level from another similar nationally recognized Credit Rating firm as may reasonably attain a similar role in the future.
  - f) "Issuer" means an Authority (other than the Leon County Housing Finance Authority) or Leon County as conduit issuer of the debt.
  - g) "Sophisticated Investor" means a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission or an "accredited investor" as that term is defined in Regulation D of the Securities and Exchange Commission.

#### 2) Bond Issuance and TEFRA approval.

- a) Debt issues for more than \$10,000,000 undertaken for Guarantor Applicants with Credit Ratings below Investment Grade Credit Ratings must use the services of a Financial Advisor mutually acceptable to the Guarantor Applicant and the County.
- b) The Authority or Guarantor Applicant will cause an Official Statement and related offering documents to be produced in connection with all public sales of debt.
- c) To the extent possible, public hearings should be held in the Leon County Commission and televised to facilitate the most open process possible.
- d) Blanket (statewide) TEFRA hearings will not fulfill a local TEFRA hearing requirement. TEFRA approvals for projects involving multiple facilities over a period of time should be specific in identifying the names and locations of the multiple facilities and local TEFRA approvals should be obtained in all jurisdictions where appropriate.
- e) Standards for County TEFRA approval request:
  - The Authority or Guarantor Applicant will provide a detailed project description and a distribution list of the participants. The project description should include a description of the plan to obtain all necessary TEFRA approvals.
  - ii) TEFRA requests will include any related financials, feasibility studies, and required pro-forma statements that were part of the Guarantor Applicant's application to the Authority. For Credit Enhanced debt issues, the Guarantor Applicant's financials do not need to accompany the TEFRA request.
  - iii) The Authority or Guarantor Applicant will provide minutes of legally noticed hearings regarding the debt issue, along with copies of required legal notices (minutes should include the outcome of any votes that take place, hearing dates, and legal notice publication dates).
  - iv) The Authority or Guarantor Applicant will provide a description of the sale method, the proposed debt structure, and the minimum debt denominations. When an FA participates in the debt issue, the FA will provide the recommendation about sales method, debt structure, and minimum denominations.
  - v) The Authority or Guarantor Applicant will provide a credit discussion regarding such things as repayment sources, credit enhancements, ratings, insurance, and debt service reserve levels. When an FA participates in the debt issue, the FA will provide the credit description.
  - vi) The Authority or Guarantor Applicant will provide copies of resolutions; being certain those resolutions contain legal disclosure confirming that no County funds are pledged when that is the case.
  - vii) The Authority or Guarantor Applicant will provide notice of any waiver granted pursuant to Section 4 c).

#### 3) Pooled Finance.

a) The Authority or Guarantor Applicant will avoid blind-pools justified by demand surveys where funds are issued and invested until used to fund projects. Instead, the Authority or Guarantor Applicant will focus on individual issues for individual projects or focus on draw-down structures that issue debt proceeds from investors only as projects require funding.

#### 4) Categorization of debt.

- a) For purposes of determining requirements for the Authority or Guarantor Applicant, there are three categories which provide threshold standards:
  - i) Rated and/or enhanced debt: Bonds with credit enhancement and a rating in one of the three highest rating categories. Held by the borrower or a credit enhancer, or an affiliate of either, bonds with a rating in one of the three highest rating categories from a nationally recognized rating service (currently at least A3 from Moodys or A-from FitchRatings or Standard and Poors). These bonds do not have any additional restrictions required.
  - ii) System debt: This is debt being issued to support an existing or on-going concern of at least five years. Revenues must be pledged from the entire enterprise, not from the specific project. The debt must be issued as a sole placement and is not divisible. The financial pro-forma should demonstrate coverage of at least 1.10 of maximum debt service.
  - iii) Other Financings: This is debt being issued that does not meet the definition of either i) or ii), as previously stated. If either privately or publicly placed, these financings must meet the following criteria: (i) a feasibility study (market analysis, management structure, financial plans, etc) with financial projections showing at least 1.10X coverage of maximum annual debt service, and (ii) explanation of supplemental financial support from parent corporations, provision for reasonable and prudent reserves. If publicly placed, the financing must also meet the following criteria:
    - (a) shall be sold and subsequently transferred only to a Sophisticated Investor or Investors
    - (b) receive an investment credit grade rating
    - (c) shall comply with the conditions set forth in paragraph i iii) or iv vi), as determined prior to the issuance of the bonds:
      - (i) The bonds shall be sold in minimum denominations of \$100,000; and

- (ii) The bonds shall be sold only to Sophisticated Investors who have executed and delivered an "investor's letter", in form and substance satisfactory to the County including, among other things, (A) stating that the purchase of the bonds will be solely for its own account. (B) stating that such Sophisticated Investor can bear the economic risk of its investment in the bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the bonds based on its own independent investigation regarding the bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the bonds, and (E) acknowledging that the County, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor's purchase of the bonds; and
- (iii) The bonds shall bear a legend restricting subsequent transfers to other Sophisticated Investors who have executed and delivered an "investor's letter" complying with the preceding paragraph (ii).

Or,

- (iv) The bonds shall be sold in minimum denominations of \$250,000; and
- (v) The bonds shall be sold initially only to Sophisticated Investors who have executed and delivered an "investor's letter", in form and substance satisfactory to the County including, among other things, (A) stating that the purchase of the bonds will be solely for its own account, (B) such Sophisticated Investor can bear the economic risk of its investment in the bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the bonds based on its own independent investigation regarding the bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the bonds, and (E) acknowledging that the County, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor's purchase of the bonds; and

- (vi) The bonds shall bear a legend restricting subsequent transfers to investors who by their purchase of the bonds represent that they (A) are purchasing the bonds solely for their own account, (B) can bear the economic risk of their investment in the bonds, (C) have such knowledge and experience in financial business matters that they are capable of evaluating the merits and risks of purchasing the bonds, and (D) have made the decision to purchase the bonds based on their own independent investigation regarding the bonds and have received the information they consider necessary to make an informed decision to invest in the bonds.
- (d)Each indenture related to bonds that are subject to the restrictions, as set forth previously, shall provide that the trustee and the paying agent shall not authenticate or register a bond unless the conditions of this policy have been satisfied.
- (e) Guarantor Applicants can petition the County for a waiver to issue in smaller denominations than required within this Section. The Guarantor Applicant must demonstrate a compelling public purpose for smaller denominations. The demonstration of a compelling public purpose may require a formal presentation at the discretion of the County. Any waiver granted by the Authority may only be granted prior to submission of TEFRA materials to the County pursuant to Section 2 e).

#### 5) Investment of Proceeds.

a) The FA will recommend the investment structure for debt proceeds and bid the investment of proceeds. In the event an FA is not required for a debt amount under \$10,000,000 or for a Guarantor Applicant with Investment Grade Credit Ratings, a financial officer of the Guarantor Applicant should submit a signed plan for disposition, investment and safekeeping of the proceeds as a part of the application process which will then be included in the TEFRA request packet for the County. Prior to disbursement of proceeds of debt issued by the County, a trustee bank or financial institution approved by the County shall hold such proceeds.

#### 6) Continuing Disclosure and Market Transparency.

- a) The Authority or the Guarantor Applicant will arrange to use a recognized agent as an information repository and dissemination agent for 15(c) 2-12 disclosure, to the extent applicable. Guarantor Applicants with Investment Grade Credit Ratings can choose to undertake any disclosure responsibilities under 15(c) 2-12 through a proprietary process.
- b) The Authority or the Guarantor Applicant will ensure that copies of all closing transcripts are forwarded to the Leon County Clerk, the County Attorney, and the County Administrator.

### 7) Criteria, Application and Fees.

#### a) Criteria for financing

- i) Community need: The primary criterion for financing any project will be the degree to which the community needs the proposed capital improvement. The issuer will require the presentation of all pertinent data and information, both objective and subjective, with respect to community needs before approving any project. In order to provide community need, a project shall make a significant contribution to the economic growth of Leon County; shall provide or preserve gainful employment; shall protect the environment; or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.
- ii) Financial feasibility: The County, as its discretion; shall have the authority to require a financial feasibility study to be completed by an independent financial feasibility consultant of recognized competence at the applicant's expense.

#### b) Fees

- A \$15,000 application fee is required at the time of application. The application fee is non-refundable in the event the bond issue does not close for any reason.
- ii) A financing fee is required to be paid from the proceeds of the bonds at closing of the bond issue in an amount equal to (1%) of the principal amount of the bonds actually issued, or \$5,000 whichever is greater.
- iii) The applicant shall pay to Leon County, an amount equal to all out-of pocket costs other than normal office expenditures for telephone charges, photocopying and the like incurred by the County in processing the application and issuing the bonds. The applicant shall reimburse the County for time expended by attorneys employed by the Office of the County Attorney in direct support of the bond issue. The applicant shall pay these expenses within ten (10) days after receipt of written invoice or demand for payment. These expenses may be deferred and collected from the proceeds of sale upon approval of the Board, provided the same shall not reduce the applicant's liability to pay the expenses in the event that no closing occurs.
- iv) All fees and expenses of all such consultants required by the applicant (including but not limited to financial advisor, bond counsel, engineers, etc.) shall be the sole responsibility of the applicant.
- c) Application: The following is applicable to those entities seeking direct conduit financing through the County. The County Administrator and Finance Advisory Committee are hereby authorized to request any additional information deemed necessary to properly evaluate the request.
  - i) Three original applications shall be submitted.
  - The applicant shall execute an Expense and Indemnity Agreement in the form included as Attachment #1.
  - iii) Application questionnaire in the form included as Attachment #2.

#### d) County Review

- i) Upon receipt of an application, the County's Finance Advisory Committee or designee shall determine whether an application is complete. No further processing of an incomplete application shall be done until the application is determined to be complete.
- ii) The County's Financial Advisor will prepare its written report to the County with respect to the issue.
- iii) A preliminary meeting will be scheduled of the County's Finance Advisory Committee.
  - (1) The committee may decide whether the applicant may make a presentation.
  - (2) The committee may recommend the project for further consideration by the Board of County Commissioners, contingent upon the applicant fulfilling all statutory requirements, the requirements of these Financing Guidelines, and any other requirements the County may deem appropriate depending on the circumstances; or
  - (3) The committee may reject the application; or
  - (4) The committee may request additional information.
  - (5) The committee shall submit its finding and recommendations to the Board for its consideration.
- 8) Authorities: It is the County's intent for all Authorities (other than the Leon County Housing Finance Authority) seeking a TEFRA of the County that the Authority adopt the same guidelines. Notwithstanding anything herein to the contrary, this Leon County Conduit Financing Policy shall not apply to any conduit bonds proposed to be issued by the Leon County Housing Finance Authority; provided, however, the Leon County Housing Finance Authority shall receive a positive recommendation from an independent credit underwriter before it gives final approval to the issuance of conduit bonds. Conduit bonds issued by the Leon County Housing Finance Authority shall comply with its Multi-Family Bond Program Application Procedures and Program Guidelines.

#### Attachment #1: Expense and Indemnity Agreement

(Leon County, FL)

#### Proposed Bond Issue for:

#### Ladies and Gentlemen:

The undersigned corporation (The "Corporation") has requested you to consider its application to have you issue the bonds referred to above (the "Bonds") for the benefit of the Corporation and as an inducement to such consideration, hereby agrees with you as follows:

#### Section 1. Payment of Expenses:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the frees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

#### Section 2. Indemnity:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Corporation or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicted upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the corporation agrees to pay any and all attorneys' fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Corporation.

#### Section 3. Survival of Agreement:

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Corporation.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.

# **Attachment #2: Leon County Application for Financing**

(Please refer to pages 12-15)

A. Applicant

#### **Leon County Application for Financing**

(Submit three original fully executed application forms with all required attachments and ten copies of the Application form with attachments and the application fee to the County at 301 S. Monroe St., Ste. 502)

Corporation Name:		
State of Incorporation:		
Business Physical & Mailing Add	dress:	
Telephone:	Fax:	
Contact Person:		
Applicant's Agent (if any) Name		

Fax:

# Applicant shall attach copies of items 1-6 below:

Names and Business Address of Officers and Directors

Management of Project (if other than Applicant):

Applicant's Legal Counsel:

Contact Person:

Articles of Incorporation

Telephone:

Contact Person:

 By-Laws: If Applicant is a non-profit corporation, evidence that the Applicant is an Organization covered under Section 501(c) (3) of the Internal Revenue Code for prior three years.

Telephone: Fax:

- Audited Financial Statements of the Applicant for the preceding three years.
- Annual Report (if regularly issued)
- If Applicant is a public company under the securities and Exchange Act of 1934, a copy of form 10-K for the last three years.

9.10

Dai-of Danasiasias (Include number and time of John):	
Brief Description: (Include number and type of Jobs):	
Location:	
Real Property to be acquired, if any (attach legal description	n, if available):
Description of equipment or other personal property to be a	equired (attach list, if applicable):
If the project is a health care project for which a Certificate Need been obtained?	of Need is required, has Certificate of
No: Yes:	Date:
(If yes, attach copy and give CON number:	If no give date of applications)
If no Certificate of Need is necessary, explain why:	
	Amount
Estimated total cost of project: \$	
Estimated total cost of project: \$  Projects	
Estimated total cost of project: \$  Projects  Land Acquisition	
Estimated total cost of project: \$  Projects  Land Acquisition  Design and Construction	
Estimated total cost of project: \$  Projects  Land Acquisition  Design and Construction  Acquisition of existing structures	
Land Acquisition  Design and Construction  Acquisition of existing structures  Equipment Purchase	
Projects  Land Acquisition  Design and Construction  Acquisition of existing structures  Equipment Purchase  Other (Explain)	

#### C. Financing

**Note:** If the applicant has not yet obtained this date, leave this part blank, and the County will assist in structuring the transaction and selecting underwriters, feasibility consultants, and other professionals.

Associated Expenditures	Project Cost
Amount of Bond or Note Issue	
Total Project Cost	
Cost of Issuance	
Monies Available from Other Sources (attach explanation)	
Sources of Debt Service Payments	
Additional Security of Guaranties	
Credit Enhancement Provider (Letter of Credit, Bond Issuance, Surety Bond, etc.)	
Final Maturity	
Total	
Underwriter's name:	
Business Physical & Mailing Address:	
Telephone:	Fax:
Contact Person:	
Underwriter's Counsel:	
Business Physical & Mailing Address:	
Telephone:	Fax:
Contact Person:	

C. Financing Cont'd	
Feasibility Consultants:	
Business Physical & Mailing Add	ress:
Telephone:	Fax:
Contact Person:	
If any, list other Consultants, Cont	tractors, and/or Agents:
D. Refunding Issues:	
	urposes of refunding previous debt, attach an official statement and all a summary of the debt to be refunded.
E. Date of Application:	
Applicant is required to submit an Guidelines.	executed "Expenses and Indemnity Agreement" as required by the
For the A	pplicant:
	Its:
	(Corporate Seal)

A. Applicant

#### Leon County Application for Financing

(Submit three original fully executed application forms with all required attachments and ten copies of the Application form with attachments and the application fee to the County at 301 S. Monroe St., Ste. 502)

State of Incorporation: Florida	Mar. 2
Business Physical & Mailing Address:	2001 Fleischmann Rd, Tallahassee, FL 32308
Telephone: <u>850-383-1007</u>	Fax: 850-383-1021
Contact Person: Lorie Frederick	
Applicant's Agent (if any) Name:	A A A A A A A A A A A A A A A A A A A
Business Physical & Mailing Address:	
Telephone:	Fax:
Contact Person:	

#### Applicant shall attach copies of items 1-6 below:

Management of Project (if other than Applicant):

- Names and Business Address of Officers and Directors
- Articles of Incorporation

Contact Person: Mark Mustian

Telephone: 850-224-4070

 By-Laws: If Applicant is a non-profit corporation, evidence that the Applicant is an Organization covered under Section 501(c) (3) of the Internal Revenue Code for prior three years.

Fax: 850-224-4073

- Audited Financial Statements of the Applicant for the preceding three years.
- Annual Report (if regularly issued)
- If Applicant is a public company under the securities and Exchange Act of 1934, a copy of form 10-K for the last three years.

-	T	
ы.	Proj	ect
	A 14 . 4 .	

Real Property to be acquired, if any (attach legal description, if ava	
	lable): No
Description of equipment or other personal property to be acquired	(attach list, if applicable):
Kitchen equipment	
If the project is a health care project for which a Certificate of Need Need been obtained?	is required, has Certificate of
No: XX Yes:	Date:
	ive date of applications)
(If yes, attach copy and give CON number: If no, g	is not a health care project
If no Certificate of Need is necessary, explain why: The project	is not a health care project
If no Certificate of Need is necessary, explain why: The project  Estimated total cost of project: \$ 7,257,568	The state of the s
If no Certificate of Need is necessary, explain why: The project  Estimated total cost of project: \$\frac{7,257,568}{Projects}	Amount
If no Certificate of Need is necessary, explain why: The project  Estimated total cost of project: \$ 7,257,568  Projects  Land Acquisition	Amount 0
If no Certificate of Need is necessary, explain why: The project  Estimated total cost of project: \$\frac{7,257,568}{Projects}  Land Acquisition  Design and Construction	Amount 0 7,007,568
If no Certificate of Need is necessary, explain why: The project  Estimated total cost of project: \$ 7,257,568  Projects  Land Acquisition  Design and Construction  Acquisition of existing structures	Amount 0 7,007,568 0
If no Certificate of Need is necessary, explain why: The project  Estimated total cost of project: \$\frac{7,257,568}{Projects}  Land Acquisition  Design and Construction	Amount 0 7,007,568

#### C. Financing

Note: If the applicant has not yet obtained this date, leave this part blank, and the County will assist in structuring the transaction and selecting underwriters, feasibility consultants, and other professionals.

Associated Expenditures	Project Cost		
Amount of Bond or Note Issue	6,000,000		
Total Project Cost	7,257,568		
Cost of Issuance	125.000		
Monies Available from Other Sources (attach explanation)	1,500,000 Pledge drive		
Sources of Debt Service Payments	Tuition and other school functions		
Additional Security of Guaranties	0		
Credit Enhancement Provider (Letter of Credit, Bond Issuance, Surety Bond, etc.)	0		
Final Maturity	25 years		
Total	7.382.568		

Underwriter's name:	
Capital City B	Bank (Bank private placement)
Business Physical & Mailing Address:	304 East Tennessee St, Tallahassee, FL 32301
Telephone: 850-402-7722	Fax: 850-402-7729
Contact Person:Bill_Brimacombe_	
Underwriter's CounseI:TBD	
Business Physical & Mailing Address:	The second secon
Telephone:	Fax:

C. Financing Cont'd	
Feasibility Consultants: None	
Business Physical & Mailing Addre	ess:
Telephone:	Fax:
Contact Person:	
If any, list other Consultants, Contra	actors, and/or Agents:
The Krizner Group, Ajax	Contractors
	poses of refunding previous debt, attach an official statement and all summary of the debt to be refunded.
E. Date of Application:	
Applicant is required to submit an ex Guidelines. Attached	xecuted "Expenses and Indemnity Agreement" as required by the
For the App	olicant: Edu Klikarp

(Corporate Seal)

## Expense and Indemnity Agreement (Leon County, FL)

Proposed Bond Issue for:

Holy Comforter Episcopal School, Inc.

#### Ladies and Gentlemen:

The undersigned corporation (the "Corporation") has requested you to consider its application to have you issue the bonds referred to above (the "Bonds") for the benefit of the Corporation and as an inducement to such consideration, hereby agrees with you as follows:

#### Section 1. Payment of Expenses:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the fees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of-pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

#### Section 2. Indemnity:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Corporation or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the Corporation agrees to pay any and all attorneys' fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Corporation.

#### Section 3. Survival of Agreement:

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Corporation.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.

Dated: February 28, 2008

NAME OF CORPORATION:	HOLY COMFORTER EPISCOPAL SCHOOL, INC.
4	By: Bola Ylelan
X Pa	By. / Z (In fluction)
	Its: President
Accepted and agreed to as of the date ab	ove written:
(LEON COUNTY, FLORIDA)	
	LEON COUNTY, FLORIDA
	By:
	Nick Maddox, Chairman Board of County Commissioners
ATTEST: Gwen Marshall, Clerk of the Circuit Cou Leon County, Florida	art and Comptroller
Ву:	
Approved as to Form: Leon County Attorney's Office	

By:\_

Herbert W. A. Thiele, Esq.

County Attorney

#### LEON COUNTY, FLORIDA EDUCATIONAL FACILITIES REVENUE BOND, SERIES 2018

#### TENTATIVE SCHEDULE

Week of March 5 – send draft inducement resolution to the County
Tuesday, March 27 – adopt inducement resolution by BOCC
Week of April 2 – publish notice of TEFRA hearing and distribute draft bond documents
Tuesday April 24 – hold TEFRA hearing and approval by BOCC
Week of April 30 – finalize documents and close

## Expense and Indemnity Agreement (Leon County, FL)

Proposed Bond Issue for:
Holy Comforter Episcopal School, Inc.

#### Ladies and Gentlemen:

The undersigned corporation (the "Corporation") has requested you to consider its application to have you issue the bonds referred to above (the "Bonds") for the benefit of the Corporation and as an inducement to such consideration, hereby agrees with you as follows:

#### Section 1. Payment of Expenses:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the fees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of-pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

#### Section 2. Indemnity:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Corporation or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the Corporation agrees to pay any and all attorneys' fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Corporation.

#### Section 3. Survival of Agreement:

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Corporation.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.

Dated: February 28, 2008

NAME OF CORPORATION	1	J	A	N	Æ	OF	CO	RP	OR	A	TI	O	V	1	
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### HOLY COMFORTER EPISCOPAL SCHOOL, INC.

	SCHOOL, INC.
	By: Fan Cliba
	Its: President Head of School
Accepted and agreed to as of the date	above written:
(LEON COUNTY, FLORIDA)	
	LEON COUNTY, FLORIDA
	Ву:
	Nick Maddox, Chairman Board of County Commissioners
ATTEST: Gwen Marshall, Clerk of the Circuit C Leon County, Florida	Court and Comptroller
Ву:	
Approved as to Form: Leon County Attorney's Office	
Ву:	
Herbert W. A. Thiele, Esq.	
County Attorney	

## HCES BOARD MEMBERS (INCLUDING EX OFFICIO) INTERNET ADDRESSES, MAILING ADDRESSES, TELEPHONE NUMBERS AND RELIGIOUS AFFILIATIONS

NAME		OFF.	OFFICE	ADDRESS	
ASHBURN	Christine			1610 Bellevue Way 32304	
BAYLISS	Sara			4552 Grove Park Dr. 32311	
BOLAND	Katherine			PO Box 811, Wacissa 32361	
CONE	Rachel			9006 Shoal Creek Dr. 32312	
EFTHIM	Robert			8745 Belarado Ct 32311	
ELLIS	Andy			3437 Osprey Ridge Ct 32312	
EWING	Brett	х		3635 Mossy Creek Ln 32311	
FERNANDEZ	Bobbi			702 Lothian Dr. 32312	
FORD	Cay			1743 Armistead Place 32308	
HARRELL	Mallory		Vice Chair	319 Rosehill Dr. East 32312	
HARRISON	Tom			2864 Hannon Hill Dr. 32309	
KELLER	Tom			2557 Noble Dr 32308	
KISE	Amy		Board Rep	6788 Heartland Circle 32312	
KLEKAMP	Peter	x		1750 Marston Place 32308	
KNIGHT	Bob			4927 Arden Forest Way 32309	
LAFACE	Ron			1728 Tarpon Dr. 32308	
LOCASTRO	Diane	x		3060 Whirlaway Tr 32309	
MAYFIELD	Henry			1585 Marion Ave 32303	
RUSSO	Vince			728 E 6th Ave 32303	
SMITH	Fr. Jerry	x	Rector		
STOKES, JR.	Clifford			1340 Peacefield Place 32308	
UMANA	Lisa			1238 Skip Wells Court 32312	
WATTS	Jackie			1205 Lucy St. 32308	



#### FLORIDA DEPARTMENT OF STATE Katherine Harris Secretary of State

October 18, 2001

JAMES R. BREWSTER 547 NORTH MONROE ST. STE. 203, THE WALKER BLDG. TALLAHASSEE, FL 32301

The Articles of Incorporation for HOLY COMFORTER EPISCOPAL SCHOOL, INC. were filed on October 18, 2001 and assigned document number N01000007425. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINES REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

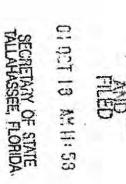
Alan Crum, Document Specialist New Filing Section

Letter Number: 201A00057622

#### ARTICLES OF INCORPORATION

OF

A Florida Not For Profit Corporation



#### ARTICLE I CORPORATE NAME

The name of this Corporation is HOLY COMFORTER EPISCOPAL SCHOOL, INC., hereinafter referred to as "the Corporation", a Florida not for profit corporation.

#### ARTICLE II GENERAL NATURE AND POWER

- 1. This is a non-profit corporation organized primarily for educational purposes, including the institution and/or training of individual students for the purpose of improving or developing his or her full capabilities. The Corporation shall be at all times a not for profit corporation under the provisions of the Florida Not For Profit Corporation Act (i.e., Chapter 617, Florida Statutes). Notwithstanding anything herein to the contrary, the Corporation shall be organized and shall be operated exclusively for public charitable and educational uses and purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- The Corporation shall have the full power and authority to:
- (a) Conduct programs and activities; raise funds; request and receive grants, gifts, contributions, dues and bequests of money, real and personal property; acquire, receive, hold, invest and administer, in its own name, securities, funds, objects of value, or other property, real or personal; and make expenditures to or for the benefit of any and all charitable purposes.
- (b) Carry on all the other activities allowed by the laws of the State of Florida and the United States for a charitable and educational organization.
- (c) Borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; and
- (d) Retain patents, copyrights, processes or formulae resulting from its activities, provided such is made available to the public on a nondiscrimatory basis.

(e) Within and subject to the limitations of Section 501(c)(3) of the Internal Revenue Code, to perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conductive, directly or indirectly, to carry out any of the purposes of the Corporation, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Florida Not For Profit Corporation Act.

### ARTICLE III TERM OF EXISTENCE

The date and time of the commencement of the corporate existence of the Corporation shall be as of the time of the filing of these Articles of Incorporation by the Department of State for the State of Florida, and this Corporation shall exist perpetually, unless sooner dissolved under Florida law.

#### ARTICLE IV CHARITABLE PURPOSE AND POWER

The specific and primary purposes for which the Corporation is formed, include without limitation, the following missions:

- (a) To operate primary and/or secondary school(s) with a regularly scheduled curriculum, a regular faculty, and a regularly enrolled body of students in attendance at 3100 Fleischmann Drive, Tallahassee, Florida 32308 and/or 1500 Miccosukee Road, Tallahassee, Florida 32308 or other place where educational activities are regularly carried on; and any other related or corresponding lawful purposes not for pecuniary profit and not specifically prohibited to corporations by the laws of the State of Florida or the Internal Revenue Code.
- (b) To provide for equal enrollment opportunities to all persons/students regardless of race, color, religion, sex or natural origin.
- (c) To operate exclusively in any other manner for such charitable, benevolent, and educational purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

### ARTICLE V PUBLICLY SUPPORTED TAX-EXEMPT NONPROFIT CORPORATION

1. The Corporation shall be neither organized nor operated for pecuniary gain or profit.

#### 2. Moreover:

- (a) No part of the net earnings of the Corporation shall ever inure to the benefit of, or be distributable to, any member, director, officer, or trustee of the Corporation, or any other private person; but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and make payments and distribution in furtherance of the purposes as set forth herein.
- (b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate of public office.
- (c) Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on:
- (i) by a corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of Section 509(a) of the Internal Revenue Code; or
- (ii) by a corporation, contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code.
- 3. It is intended that the Corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. All terms and provisions of these Articles of Incorporation and the Bylaws of the Corporation, and all authority, policies, procedures, and operations of the Corporation, shall be construed, applied and carried out in accordance with such intent.

#### ARTICLE VI ADMINISTRATION AND MEMBERSHIP

- 1. The Corporation is organized under a nonstock basis. The annual meeting shall be held at such time and place as set forth in the Bylaws. Cumulative voting for any and all purposes is expressly prohibited.
- 2. The Corporation's membership shall consist solely of the Episcopal Church of the Holy Comforter, Tallahassee, Florida (a/k/a Holy Comforter Episcopal Church), an unincorporated affiliate/subsidiary/ division of the Episcopal Church in the Diocese of Florida, Inc., a Florida not for profit corporation. The member(s) shall be entitled to vote in all elections for directors.
- The Corporation shall provide for equal employment opportunities to all persons regardless of race, color, religion, sex, age or natural origin.

### ARTICLE VII MANAGEMENT OF CORPORATE AFFAIRS

- 1. The powers of the Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors (a/k/a Board of Trustees) elected by the members, except as otherwise set forth in the bylaws. Directors must be natural persons who are 18 years of age or older but need not be either residents of the State of Florida or members of the Corporation. The method of election and/or appointment of directors shall be conducted as more fully stated in the Bylaws. The number of directors of the Corporation shall not be less than twenty-one (21); provided, however, that a greater number may be established and revised by a duly adopted Bylaw. A quorum of the Board of Directors shall consist of one-third (1/3) the prescribed number of directors as set forth in the Bylaws, unless a duly adopted Bylaw requires a higher percentage.
- 2. Except as otherwise set forth in the Bylaws, directors elected at the annual meeting, and at all times thereafter, shall serve for a term of either one (1) or three (3) years, as more fully set forth in the bylaws until the annual meeting of members following the election of Directors and until the qualification of the successors in office. Meetings of the Directors shall be held at such other place or places as the Board of Directors may designate from time to time by resolution.
- The Bylaws may provide for staggered terms for directors, as permitted by Section 617.0806, Florida Statutes.

- 4. Neither the President, Vice-Principal, Senior Vice-President, Vice-President nor the Secretary of the Corporation may be members of the Board of Directors. However, the aforesaid officers of the Corporation shall be ex officio members (without any voting privileges) of the Board of Directors. In the event the Treasurer of the Corporation is not a Board member, then the Treasurer shall also be an ex officio member of the Board of Directors.
- Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board, and any such action by written consent shall have the same force and effect as if taken by unanimous vote of the Directors. Any certificate or other document filed under any provision of law which related to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Articles of Incorporation and the Bylaws of this corporation authorize the Such a statement shall be prima facie Directors to so act. evidence of such authority.
- 6. The names and addresses of the individuals, each of whom are 18 years of age or older, to serve on the initial Board of Directors (a/k/a Board of Trustees) are as follows:

Charles Futch, Chairman 2953 Arendell Way Tallahassee, Fl. 32308

Steve Avera 8911 Hawick Ln. Tallahassee, Fl. 32312

Allan Bridwell 3801 Shamrock West Tallahassee, Fl. 32308

Tom Collins P.O. Box 13058 Tallahassee, Fl. 32317

Mark Demont 1307 Dillard St. Tallahassee, Fl. 32312

Susan Drake 2953 Arendell Way Tallahassee, Fl. 32308 George English 2953 N. Rose Hill Dr. Tallahassee, Fl. 32312

Sharon Flora 7715 Bass Ridge Tr. Tallahassee, Fl. 32312

Maryann Jones 1553 Hickory Ave. Tallahassee, Fl. 32303

Lewis Killian 5111 Williams Rd. Tallahassee, Fl. 32301

Lance Langston 303 Desoto St. Tallahassee, Fl. 32303

Kirk Mauro 267 N. Rosehill Dr. Tallahassee, Fl. 32312

Barbara Ann Mayfield 10897 Luna Point Rd. Tallahassee, Fl. 32312

William Mayfield 10897 Luna Point Rd. Tallahassee, Fl. 32312

Steve Menton 1564 Cristobal Dr. Tallahassee, Fl. 32303

David O'Bryan 601 Plantation Rd. Tallahassee, Fl. 32303

Tom O'Steen 555 Moss View Way Tallahassee, Fl. 32312

Bob Smith 217 N. Monroe St. Tallahassee, Fl. 32301

Renee Tucker 278 E. Rose Hill Dr. Tallahassee, Fl. 32312 INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201 DEPARTMENT OF THE TREASURY

Date: NOV 12 2002

HOLY COMFORTER EPISCOPAL SCHOOL INC 3100 FLEISCHMANN RD TALLAHASSEE, FL 32308 Employer Identification Number:
59-3325917
DLN:
17053117731002
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
No
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

#### HOLY COMFORTER EPISCOPAL SCHOOL INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

#### HOLY COMFORTER EPISCOPAL SCHOOL INC.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees, If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and recordkeeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. You must comply with this revenue procedure to maintain your tax-exempt status.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois G. Lerner

Director, Exempt Organizations

#### HOLY COMFORTER EPISCOPAL SCHOOL INC

Section 4.06 of Revenue Procedure 75-50 requires annual certification of compliance with non-discrimination requirements. Since you are exempt from filing an annual Form 990 as a church-related school below the college level, you should submit an annual Form 5578 to make the certification.

# Holy Comforter Episcopal School, Inc.

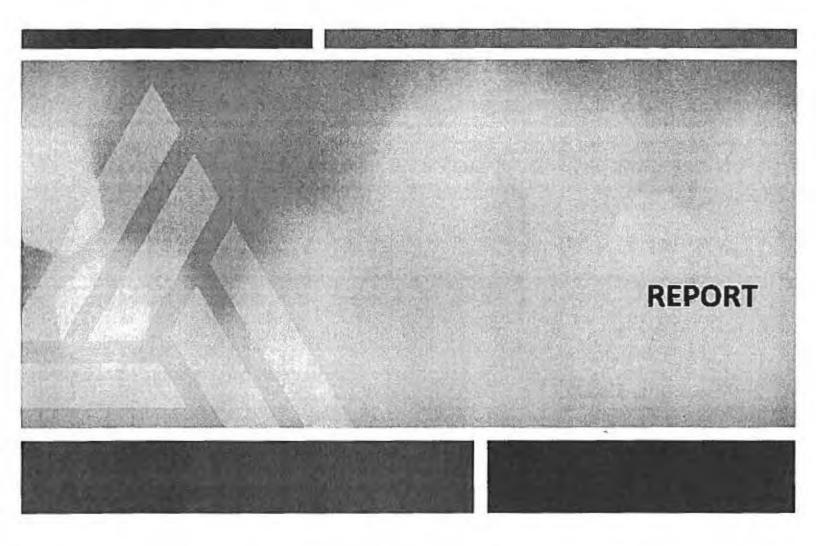
**FINANCIAL STATEMENTS** 

June 30, 2017 and 2016



### Holy Comforter Episcopal School, Inc. Table of Contents June 30, 2017 and 2016

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Carr, Riggs & Ingram, LLC 2633 Centennial Boulevard Suite 200 Tallahassee, Florida 32308

(850) 878-8777 (850) 878-2344 (fax) CRicpa.com

#### INDEPENDENT AUDITORS' REPORT

To the Board of Trustees Holy Comforter Episcopal School, Inc.

We have audited the accompanying financial statements of Holy Comforter Episcopal School, Inc., which comprise the statement of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

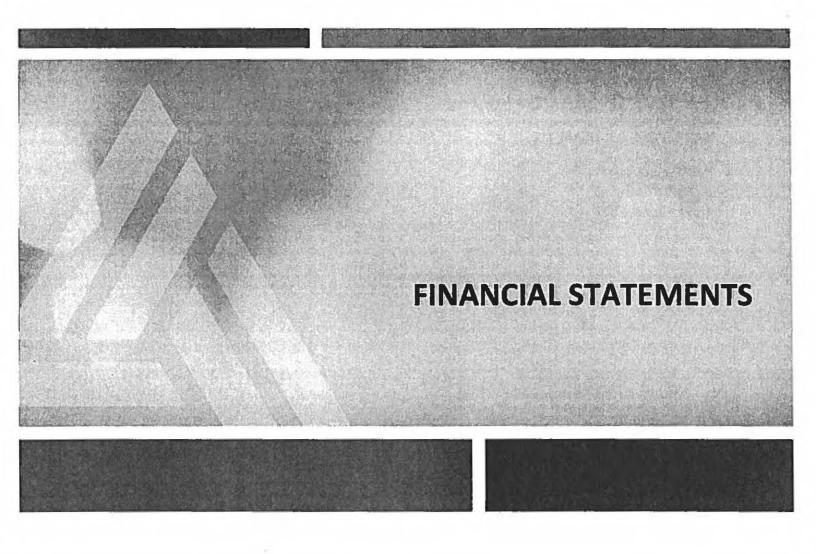
#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Holy Comforter Episcopal School, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Carr, Riggs & Ingram, L.L.C. CARR, RIGGS & INGRAM, LLC

Tallahassee, Florida

November 9, 2017



## Holy Comforter Episcopal School, Inc. Statements of Financial Position

June 30,	2017	2016
Assets		
Current assets		
Cash and cash equivalents	\$ 3,289,65	4 \$ 2,564,966
Certificates of deposit	13,02	4 271,017
Prepaid expenses	223,31	7 126,739
Accounts receivable, net	97,90	9 75,170
Investment in 1-1 leases	11,17	5 17,355
Pledges receivable, net	98,45	2 70,647
Total current assets	3,733,53	3,125,894
Property and equipment		
Buildings	14,282,33	6 14,351,936
Furniture and equipment	740,79	0 1,270,035
Less accumulated depreciation	(5,291,21	9) (5,431,595)
Total depreciable property and equipment, net	9,731,90	7 10,190,376
Land	2,325,77	8 2,342,739
Total property and equipment, net	12,057,68	5 12,533,115
Property under capital lease		
Office equipment	582,35	<b>9</b> 582,359
Less accumulated amortization	(560,19	<b>4)</b> (469,304)
Total property under capital lease, net	22,16	5 113,055
Other assets		
Investments	371,15	388,578
Noncurrent pledges receivable, net	210,66	7 -
Construction in progress	177,72	
Utility deposits	10,77	
Noncurrent investment in 1-1 leases	3,63	
Total other assets	773,95	9 480,286
Total assets	\$ 16,587,34	\$ 16,252,350

#### Holy Comforter Episcopal School, Inc. Statements of Financial Position (Continued)

June 30,	2017	2016	
Liabilities and Net Assets			
Current liabilities			
Accounts payable	\$ 108,459	\$ 12,484	
Deferred revenue	1,703,672	1,561,388	
Notes payable - current portion	185,477	181,315	
Capital lease obligation - current portion	95,972	116,973	
Total current liabilities	2,093,580	1,872,160	
Long-term liabilities			
Notes payable - noncurrent	2,164,782	2,350,254	
Capital lease obligation - noncurrent	26,642	111,486	
Total long-term liabilities	2,191,424	2,461,740	
Total liabilities	4,285,004	4,333,900	
Net assets			
Unrestricted			
Unrestricted - general	11,030,331	10,897,644	
Unrestricted - board designated	575,276	325,000	
Total unrestriced	11,605,607	11,222,644	
Temporarily restricted	396,729	395,806	
Permanently restricted	300,000	300,000	
Total net assets	12,302,336	11,918,450	
Total liabilities and net assets	\$ 16,587,340	\$ 16,252,350	

## Holy Comforter Episcopal School, Inc. Statements of Activities

Years ended June 30,		2017	2016
Unrestricted Net Assets			200-300-20
Revenue and support			
Tuition	\$	5,603,653	5,690,693
Special programs		440,095	482,817
Other revenue		287,383	390,414
Interest and investment income		25,503	14,838
Net assets released from restrictions		787,937	493,333
Total revenue and support		7,144,571	7,072,095
Expenses			
Salaries and payroll tax		3,888,098	3,979,470
Depreciation and amortization		628,763	698,516
General and administrative		514,306	590,989
Repairs and maintenance		395,361	368,849
Insurance		350,479	348,610
Pension		208,031	217,700
School programs		172,459	143,942
Instructional supplies		156,689	112,401
Fundraising		91,652	81,117
Special events		47,699	78,390
Parents association		65,807	61,658
Interest		55,625	59,850
Accounting and legal		84,800	49,763
Other expenses		21,620	41,289
Professional fees		59,339	9,290
Loss on disposal of property and equipment		20,880	1,656
Total expenses		6,761,608	6,843,490
Change in net assets - unrestricted		382,963	228,605
Beginning net assets - unrestricted		11,222,644	10,994,039
Ending net assets - unrestricted		11,605,607	11,222,644
Temporarily Restricted Net Assets			
School programs		336,679	344,619
Capital campaign		393,047	-
Parents association		59,134	55,388
Net assets released from restrictions		(787,937)	(493,333)
Change in net assets - temporarily restricted		923	(93,326)
Beginning net assets - temporarily restricted		395,806	489,132
Ending net assets - temporarily restricted		396,729	395,806
Permanently Restricted Net Assets			
Beginning net assets - permanently restricted		300,000	300,000
Ending net assets - permanently restricted	36.5	300,000	300,000
Ending total net assets	\$	12,302,336	\$ 11,918,450
		And in case of	

## Holy Comforter Episcopal School, Inc. Statements of Cash Flows

Years ended June 30,	 2017		2016
Cash flows from operating activities			
Change in net assets	\$ 383,886	\$	135,279
Adjustments to reconcile change in net assets to net cash provided by operating activities:	8. Q. J. V.C.	Y	
Bad debts	29,558		100,458
Depreciation and amortization	628,763		698,516
Unrealized loss (gain) on investments	28,589		(393)
(Gain) loss on disposal of assets	(20,880)		1,656
(Increase) decrease in:	40.000		-34.03-5-1
Accounts and note receivable	(39,538)		(14,751)
Pledges receivable	(251,231)		115,346
Prepaid expenses	(96,578)		14,527
Utility deposits	(10,779)		
Other assets	9,741		-
Increase (decrease) in:			
Accounts payable	95,975		10,993
Deferred revenue	142,284		(227,949)
Net cash provided by operating activities	899,790		833,682
Purchase of property and equipment Proceeds from (maturity of) certificates of deposit Purchase of investments	257,993 (339,171)		358,032 (63,465)
Proceeds from sale of investments	309,191		48,489
Net cash provided by investing activities	112,054		55,325
Cash flows from financing activities			
Payments on capital lease obligations	(105,846)		(70,412)
Principal payments on long-term notes payable	(181,310)		(177,085)
Net cash used in financing activities	(287,156)		(247,497)
Net change in cash and cash equivalents	724,688		641,510
ivet change in cash and cash equivalents	724,000		041,510
Beginning cash and cash equivalents	2,564,966		1,923,456
Ending cash and cash equivalents	\$ 3,289,654	\$	2,564,966
Supplemental information:			

## Holy Comforter Episcopal School, Inc. Notes to Financial Statements

#### NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Holy Comforter Episcopal School, Inc. ("the School") is a Florida not-for-profit organization. The School was incorporated November 18, 2001, for the purpose of operating a tax-exempt, not-for-profit school that provides a Christian environment for quality education, within the Anglican tradition. The School seeks to support the moral development of each student through the integration of school, home, church, and community.

#### **Basis of Accounting**

The accounts of the School are maintained on the full accrual basis which is in accordance with the principles of not-for-profit accounting. Resources are reported for accounting purposes into separate classes of net assets based on the existence or absence of donor-imposed restrictions. In the accompanying financial statements, net assets that have similar characteristics have been combined into similar categories as follows:

#### **Permanently Restricted**

Net assets subject to donor-imposed stipulations that they be maintained permanently by the School would be classified as permanently restricted. Generally, the donors of these assets would permit the School to use all or part of the investment return on these assets.

#### **Temporarily Restricted**

Net assets whose use by the School is subject to donor-imposed stipulations that can be fulfilled by actions of the School pursuant to those stipulations are classified as temporarily restricted, as well as contributions that are restricted due to time. To account for amounts donated for specific purposes, the School maintains temporarily restricted net assets as follows:

#### **School Programs**

Resources restricted for activities which directly support educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

#### Parent Association

Resources restricted for events or activities not directly related to educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

#### Unrestricted

Net assets that are not subject to donor-imposed stipulations are classified as unrestricted. Unrestricted net assets include resources that are available for support of School operations. The Board may designate net assets for a specific future use. The board currently designates a portion of unrestricted net assets for the future construction and improvement of facilities.

### NOTE 1 — NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Revenue Recognition and Deferred Revenue

Tuition revenue is recognized in the School year for which the associated educational services are provided. Tuition received in advance is reported as deferred revenue, and subsequently recognized as revenue in the School year for which it is intended.

Contributions, including unconditional promises to give, are recognized at their fair value when received or promised. Contributions are recorded as unrestricted, temporarily restricted, or permanently restricted revenues, depending on the existence and/or nature of any donor restrictions. Restricted contributions released in the same year as received are reported as unrestricted.

Revenue that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

### Accounts and Pledges Receivable

Accounts and pledges receivable are stated at amounts management expects to collect from balances outstanding at year-end. Management determines the allowance for doubtful accounts based on factors including experience and the current economic environment. All known uncollectible amounts have been written off upon determination of such status.

### Investments in 1-1 Program Leases

The School's leasing operations consist of leasing computer equipment under direct financing leases expiring in various years through 2018. As the School provides the leasing program to benefit its students, no interest from financing is built into the lease payments and all future cash flows will directly reduce the recorded investment in 1-1 leases.

### **Property and Equipment**

Property and equipment are recorded at cost for purchased items and fair market value for contributed items. Items with a value of or costing over \$500 are capitalized and depreciated, using the straight line method, over their estimated useful lives. Furnishings and equipment are depreciated over 4 to 10 years and buildings over 40 years.

### NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Property and Equipment (Continued)

The School leases certain computer equipment over various years. Management amortizes equipment held under capital using the straight line method, over the shorter of their estimated useful life or lease term. Leased computer equipment is amortized over 3 years.

#### **Income Taxes**

The Internal Revenue Service has determined the School is exempt from income tax under Code section 501(a) of the Internal Revenue Code as a School described in section 501(c)(3). The final ruling by the Internal Revenue Service dated November 12, 2002 stated that the School is not a private foundation within the meaning of section 501(a) of the Code.

### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Cash and Cash Equivalents

For the purpose of the statement of cash flows, the School considers all highly liquid investments available for current use with a maturity of three months or less to be cash equivalents.

#### **Investments**

The School reports investments in marketable securities with readily determinable fair values at their fair market value in the statements of financial position. Unrealized gains and losses from changes in the fair value of investments are reported in interest and investment income on the statements of activities.

### **Compensated Absences**

The School provides vacation and sick leave benefits to all its full time employees as specified in its personnel policies. No liability has been recognized for compensated absences because management has determined the amount is immaterial to the financial statements taken as a whole.

### Subsequent Events

Subsequent events have been evaluated through the date of the independent auditors' report which is the date the statements were available to be issued.

### Reclassifications

Certain reclassifications were made within the financial statements as of and for the year ended June 30, 2016 to conform to the 2017 presentation.

### NOTE 2 - CONCENTRATION OF CREDIT RISK

The School maintains its cash in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The school currently has deposits in excess of insured limits.

### **NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable consist of tuition payments receivable at June 30, for the completed school year. Management established an allowance for doubtful accounts based on historical collection efforts and accounts written off. Accounts receivable, net consists of the following:

June 30,	2017			2016		
Accounts receivable	\$	115,548	\$	81,590		
Allowance for uncollectible receivables		(17,639)		(6,420)		
Accounts receivable, net	\$	97,909	\$	75,170		

Bad debts expense related to accounts receivable totaled \$16,799 and \$37,569 for the fiscal years ended June 30, 2017 and 2016, respectively.

### **NOTE 4 – PLEDGES RECEIVABLE**

Pledges receivable are documented promises to contribute to the School's Capital Campaign IV – Building/Construction. Management evaluates pledges receivable on a periodic basis and updates the allowance for uncollectable pledges as considered necessary. Management writes off pledges it has directly identified as uncollectable. The net balance of pledges receivable consist of the following:

June 30,		20	017	20	16	
		Current	Noncurrent	Current	Nonc	urrent
Pledges receivable	\$	98,452	223,452	\$ 77,448	\$	
Less: allowance for uncollectible pledges			(12,785)	(6,801)		
Pledges receivable, net	\$	98,452	\$ 210,667	\$ 70,647	\$	

All pledges become due within five years. Bad debts expense related to pledges receivable totaled \$12,759 and \$62,889 for the years ended June 30, 2017 and 2016, respectively.

### NOTE 5 - INVESTMENTS

Investments consist of the following:

June 30,		201	.7	20	16	
		Cost	FMV	Cost	FMV	
Mutual funds-fixed income securities	\$	150,544	\$ 149,855	\$ 244,831	\$ 244,273	
Mutual funds-equity securities		161,046	198,591	72,459	118,260	
Mutual funds-REIT		8,385	22,706	9,023	26,045	
Total	\$	319,975	\$ 371,152	\$ 326,313	\$ 388,578	

### NOTE 5 - INVESTMENTS (CONTINUED)

FASB ASC 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 — Significant other observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from services independent of the reporting entity.

Level 3 - Significant unobservable inputs.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair values of investments measured on a recurring basis:

June 30, 2017	Level 1	Lev	el 2	Lev	el 3	Total
Mutual funds						77.0
Fixed income securities	\$ 149,855	\$	20	\$		\$ 149,855
Equity securities	198,591		2		-	198,591
REITS	22,706		-		-	 22,706
Total Investments	\$ 371,152	\$	-	\$	-	\$ 371,152

June 30, 2016	Level 1	Lev	el 2	Leve	el 3	Total
Mutual funds						
Fixed income securities	\$ 244,273	\$	-	\$	-	\$ 244,273
Equity securities	118,260		-		-	118,260
REITS	26,045		-		- 5	26,045
Total Investments	\$ 388,578	\$	-	\$		\$ 388,578

Unrealized gain totaled \$11,973 and \$6,715 for the years ended June 30, 2017 and 2016, respectively.

#### NOTE 6 - INVESTMENT IN 1-1 PROGRAM LEASES

The School leases computer equipment to students through its 1-1 program. Students have the option of paying 100% of the cost up front or monthly along with the student's tuition program. Payments of various amounts are required on leases through June of 2018. Future minimum lease payments due under 1-1 lease agreements are as follows:

Years ended June 30,	
2018	\$ 11,175
2019	3,639
Total future minimum lease payments	\$ 14,814

### **NOTE 7 – DEFERRED REVENUE**

Deferred revenue consists of prepaid tuition and prepaid tuition insurance coverage applicable to the ensuing school year.

### **NOTE 8 - NOTES PAYABLE**

On December 19, 2001, Leon County, Florida issued \$4,400,000 of Leon County, Florida Educational Facilities Revenue Bond, Series 2001 (Holy Comforter Episcopal School, Inc. Project) to pay for construction of Phase III of campus buildings. The bondholder, under an assignment agreement, is Capital City Bank of Tallahassee, Florida. Payments of principal and interest at 2.24% per annum under the related note and assignment agreement are required in the amount of \$19,745 per month with a maturity date of December 10, 2027. The School's real property and an unconditional guaranty by The Episcopal Church in the Diocese of Florida, Inc. serves as collateral for the bond issue with land and real property having a net book value of \$11,393,102 at June 30, 2017.

### Notes payable consisted of the following:

2017			2016
\$	2,350,259	\$	2,531,569
	185,477		181,315
\$	2,164,782	\$	2,350,254
	\$ . \$	\$ 2,350,259 185,477	\$ 2,350,259 \$ 185,477

### NOTE 8 - NOTES PAYABLE (CONTINUED)

Estimated maturities of notes payable for the next five years are as follows:

Years ending June 30,	
2018	\$ 185,477
2019	189,733
2020	193,972
2021	198,539
2022	203,095
Thereafter	1,379,443
Total	\$ 2,350,259

Interest expense related to notes payable totaled \$55,625 and \$59,850 for the years ended June 30, 2017 and 2016, respectively.

### NOTE 9 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of assets restricted by donors to be used for a specified purpose or for a future time period. Net assets are released from temporary restriction when the assets are used for the purpose intended by the donor or when a time restriction expires. Pledges receivable which will be collected in a future time period are included in temporarily restricted net assets.

Temporarily restricted net assets consist of the following:

June 30,	2017		2016
Purpose restrictions:			- 500
Other purpose restrictions	\$ 44,934	\$	51,249
Gala	31,786		-
Boosters	10,890		7,088
Maintenance and capital replacement			266,822
Total purpose restricted net assets	87,610		325,159
Time restrictions:			
Capital campaign pledges receivable	309,119		70,647
Total temporarily restricted net assets	\$ 396,729	\$	395,806

### NOTE 10 - PERMANENTLY RESTRICTED NET ASSETS

The School's endowment consists of a donor-restricted fund. As required by generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

### NOTE 10 - PERMANENTLY RESTRICTED NET ASSETS (CONTINUED)

Interpretation of Relevant Law - The School is governed by Florida Statute Chapter 617.2104 - Florida Uniform Prudent Management of Institutional Funds Act. The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was enacted in the State of Florida during the 2011 legislative session and has an effective date of July 1, 2012. Unless a donor imposes a restriction to the contrary, all endowment funds at the School adhere to the spending policy adopted by the School's Board of Trustees. Florida Statute does not require preservation of the fair value of the original gift, but rather specifically states that spending may include investment appreciation as well as principal.

<u>Spending Policy</u> - Funds generated from the investment of principal shall only be expended for operating costs incurred while engaging in programs directly related to the School's mission. Funds generated from the investment of principal include realized and unrealized appreciation as well as natural income from dividends, interest and realized gain.

With regard to donor-restricted endowments, the School respects and enforces the donor's restriction to preserve the historic gift value of the fund, and only allows for the expenditure of investment income in excess of the historical gift.

Permanently restricted net assets consist of the following at June 30, 2017 and 2016:

Patti L. Smith Endowment	\$ 300,000
Total permanently restricted net assets	\$ 300,000

The School classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. For the Patti L. Smith Endowment fund, the donor has stipulated that income will be distributed to the School annually, and be reported accordingly as unrestricted.

Activity of permanently restricted endowments during the year is as follows:

	2017	2016
Endowments at July 1	\$ 300,000	\$ 300,000
Investment income	13,530	8,123
Unrealized gains on investments	11,973	6,715
Allocation of investment income and		
unrealized gains to unrestricted net assets	 (25,503)	(14,838)
Endowments at June 30	\$ 300,000	\$ 300,000

### NOTE 11 - PROGRAM AND SUPPORTING SERVICES

Total expenses per the Statement of Activities are allocated between program, management and general, and fundraising expenses as follows:

Years ended June 30,	2017	2016
Program	\$ 4,867,820	\$ 4,981,525
Management and general	1,802,136	1,790,754
Fundraising	91,652	71,211
Total expenses	\$ 6,761,608	\$ 6,843,490

#### **NOTE 12 – RETIREMENT PLAN**

The School's retirement plan is a non-contributory plan available to all employees who work 30 hours a week or more. The school contributes 7% of the employees' gross salary on a monthly basis. Individual contracts are issued by Mass Mutual to the employee in their name and the accounts are fully vested and owned by the employee from the time of issuance. Retirement plan expense totaled \$208,031 and \$217,700 for the years ended June 30, 2017 and 2016, respectively.

#### NOTE 13 - CAPITAL LEASE

The School has acquired certain computer equipment under non-cancellable lease agreements. The computer equipment is included in property under capital lease on the statements of financial position at a cost value of \$582,359 for the years ended June 30, 2017 and 2016. Monthly payments of various amounts are required on the leases through October 2018.

Future minimum lease payments due under this lease and the present value of those future minimum payments are as follows:

Years ended June 30,	
2018	\$ 95,972
2019	26,642
Total	122,614
Less: amount representing interest	4,383
Present value of future minimum lease payments	\$ 118,231

# Holy Comforter Episcopal School, Inc.

### **FINANCIAL STATEMENTS**

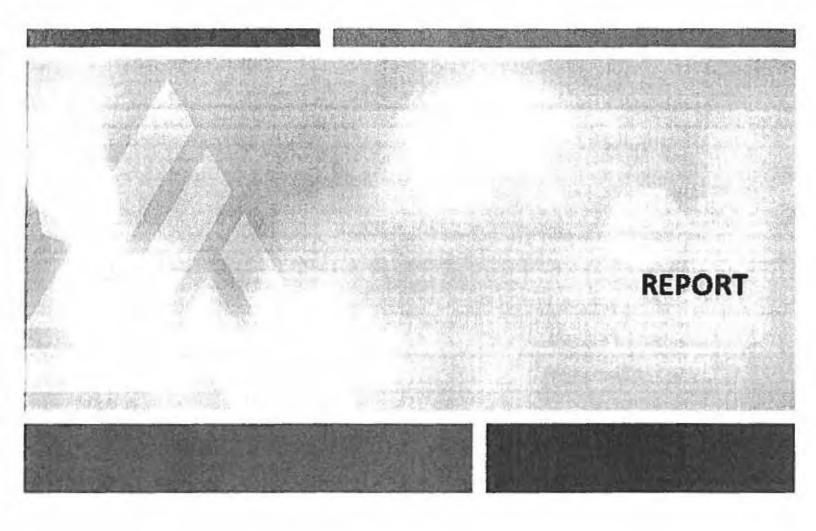
June 30, 2016 and 2015





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Carr. Riggs & Ingram, LLC 1713 Mahan Dove Tallahassee F1 37308

(850) 878-8777 (850) 878-2344 (fax) www.cricpa.com

### INDEPENDENT AUDITORS' REPORT

To the Board of Trustees Holy Comforter Episcopal School, Inc.

We have audited the accompanying financial statements of Holy Comforter Episcopal School, Inc., which comprise the statement of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

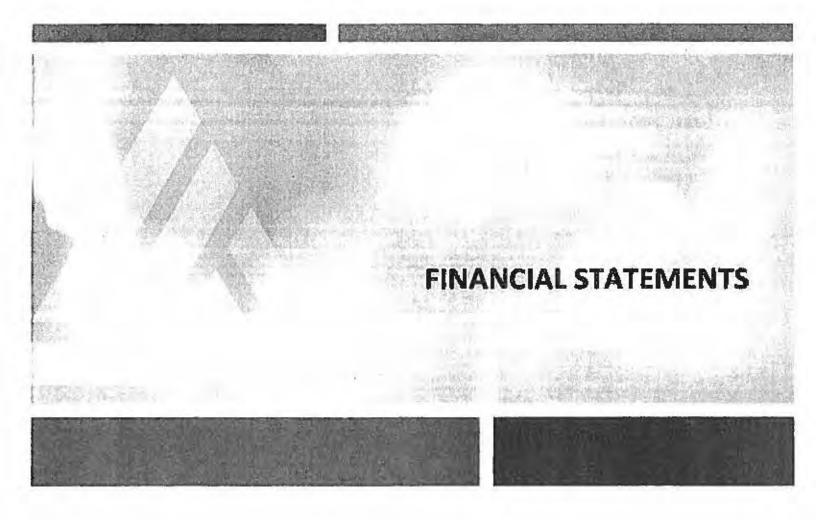
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

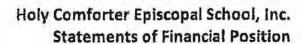
### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Holy Comforter Episcopal School, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Carr, Rigge & Ingram, L.L.C.

Tallahassee, Florida November 1, 2016



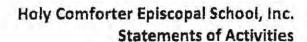


June 30,	2016	2015
Assets		
Current assets		
Cash and cash equivalents	\$ 2,564,966	\$ 1,923,456
Certificates of deposit	271,017	629,049
Prepaid expenses	126,739	141,266
Accounts receivable, net	75,170	97,988
Investment in 1-1 leases	17,355	8,109
Pledges receivable, net	70,647	133,654
Total current assets	3,125,894	2,933,522
Property and equipment		
Buildings	14,351,936	14,160,188
Furniture and equipment	1,270,035	1,266,185
Less accumulated depreciation	(5,431,595)	(4,897,393)
Total depreciable property and equipment, net	10,190,376	10,528,980
Land	2,342,739	2,342,739
Total property and equipment, net	12,533,115	12,871,719
Property under capital lease		
Office equipment	582,359	515,865
Less accumulated amortization	(469,304)	(310,959)
Total property under capital lease, net	113,055	204,906
Other assets		
Investments	388,578	373,209
Noncurrent pledges receivable, net	-	115,228
Construction in progress	84,508	
Noncurrent investment in 1-1 leases	7,200	20,571
Total other assets	480,286	509,008
Total assets	\$ 16,252,350	\$ 16,519,155



### Holy Comforter Episcopal School, Inc. Statements of Financial Position (Continued)

June 30,	2016	2015
Liabilities and Net Assets		
Current liabilities		
Accounts payable	\$ 12,484	\$ 1,491
Deferred revenue	1,561,388	1,789,337
Notes payable - current portion	181,315	177,090
Capital lease obligation - current portion	116,973	83,342
Total current liabilities	1,872,160	2,051,260
Long-term liabilities		
Notes payable - noncurrent	2,350,254	2,531,564
Capital lease obligation - noncurrent	111,486	153,160
Total long-term liabilities	2,461,740	2,684,724
Total liabilities	4,333,900	4,735,984
Net assets		
Unrestricted		
Unrestricted - general	10,897,644	10,994,039
Unrestricted - board designated	325,000	
Total unrestriced	11,222,644	10,994,039
Temporarily restricted	395,806	489,132
Permanently restricted	300,000	300,000
Total net assets	11,918,450	11,783,171
Total liabilities and net assets	\$ 16,252,350	\$ 16,519,155



Years ended June 30,	2016	2015
Unrestricted Net Assets		
Revenue and support		
Tuition	\$ 5,690,693	\$ 5,217,437
Special programs	482,817	456,388
Other revenue	390,414	336,933
Interest and Investment income	14,838	11,443
Net assets released from restrictions	493,333	526,293
Total revenue and support	7,072,095	6,548,494
Expenses		-
Salaries and payroll tax	3,979,470	3,829,392
Depreciation and amortization	698,516	647,862
General and administrative	590,989	496,172
Repairs and maintenance	368,849	271,136
Insurance	348,610	384,823
Pension	217,700	203,939
School programs	143,942	164,795
Instructional supplies	112,401	129,036
Fundraising	81,117	80,998
Special events	78,390	82,875
Parents association	61,658	53,518
Interest	59,850	71,536
Accounting and legal	49,763	42,190
Other expenses	41,289	26,563
Professional fees	9,290	62,418
Loss on disposal of property and equipment	1,656	-
Total expenses	6,843,490	6,547,253
Change in net assets - unrestricted	228,605	1,241
Beginning net assets - unrestricted	10,994,039	10,992,798
Ending net assets - unrestricted	11,222,644	10,994,039
Temporarily Restricted Net Assets		
School programs	344,619	339,919
Parents association	55,388	53,341
Net assets released from restrictions	(493,333)	(526,293)
Change in net assets - temporarily restricted	(93,326)	(133,033)
Beginning net assets - temporarily restricted	489,132	622,165
Ending net assets - temporarily restricted	395,806	489,132
Permanently Restricted Net Assets		
Beginning net assets - permanently restricted	300,000	300,000
Ending net assets - permanently restricted	300,000	300,000



### Holy Comforter Episcopal School, Inc. Statements of Cash Flows

Years ended June 30,	2016			2015	
Cash flows from operating activities					
Change in net assets	\$	135,279	\$	(131,792)	
Adjustments to reconcile change in net assets to net cash	101	24.40.40.		100-2002 - 00	
provided by operating activities:					
Bad debts		100,458		55,291	
Depreciation and amortization		698,516		647,862	
Unrealized (gain) loss on investments		(393)		5,555	
Loss on disposal of assets		1,656		4	
(Increase) decrease in:					
Accounts and note receivable		(14,751)		(25,922)	
Pledges receivable		115,346		157,796	
Prepaid expenses		14,527		4,841	
Increase (decrease) in:					
Accounts payable		10,993		(5,038)	
Deferred revenue		(227,949)		133,431	
Net cash provided by operating activities		833,682		842,024	
Cash flows from investing activities					
Purchase of property and equipment		(287,731)		(382,708)	
Proceeds from (purchase of) certificates of deposit		358,032		(962)	
Purchase of investments		(63,465)		(32,000)	
Proceeds from sale of investments		48,489		21,110	
Net cash provided (used in) by investing activities		55,325	*	(394,560)	
Cash flows from financing activities					
Payments on capital lease obligations		(70,412)		(66,779)	
Principal payments on long-term notes payable		(177,085)		(535,065)	
Net cash used by financing activities		(247,497)	-	(601,844)	
Net increase (decrease) in cash and cash equivalents		641,510		(154,380)	
Beginning cash and cash equivalents		1,923,456		2,077,836	
Ending cash and cash equivalents	\$	2,564,966	\$	1,923,456	
Supplemental Information:					
Cash paid during the year for interest	\$	59,850	\$	71,536	

The accompanying notes are an integral part of these financial statements,



#### NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Holy Comforter Episcopal School, Inc. ("the School") is a Florida not-for-profit organization. The School was incorporated November 18, 2001, for the purpose of operating a tax-exempt, not-for-profit school that provides a Christian environment for quality education, within the Anglican tradition. The School seeks to support the moral development of each student through the integration of school, home, church, and community.

### **Basis of Accounting**

The accounts of the School are maintained on the full accrual basis which is in accordance with the principles of not-for-profit accounting. Resources are reported for accounting purposes into separate classes of net assets based on the existence or absence of donor-imposed restrictions. In the accompanying financial statements, net assets that have similar characteristics have been combined into similar categories as follows:

### **Permanently Restricted**

Net assets subject to donor-imposed stipulations that they be maintained permanently by the School would be classified as permanently restricted. Generally, the donors of these assets would permit the School to use all or part of the investment return on these assets.

### **Temporarily Restricted**

Net assets whose use by the School is subject to donor-imposed stipulations that can be fulfilled by actions of the School pursuant to those stipulations are classified as temporarily restricted, as well as contributions that are restricted due to time. To account for amounts donated for specific purposes, the School maintains temporarily restricted net assets as follows:

### **School Programs**

Resources restricted for activities which directly support educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

#### Parent Association

Resources restricted for events or activities not directly related to educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

### Unrestricted

Net assets that are not subject to donor-imposed stipulations are classified as unrestricted. Unrestricted net assets include resources that are available for support of School operations. The Board may designate net assets for a specific future use. The board currently designates a portion of unrestricted net assets for the future construction and improvement of facilities.



### NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Revenue Recognition and Deferred Revenue

Tuition revenue is recognized in the School year for which the associated educational services are provided. Tuition received in advance is reported as deferred revenue, and subsequently recognized as revenue in the School year for which it is intended.

Contributions, including unconditional promises to give, are recognized at their fair value when received or promised. Contributions are recorded as unrestricted, temporarily restricted, or permanently restricted revenues, depending on the existence and/or nature of any donor restrictions. Restricted contributions released in the same year as received are reported as unrestricted.

Revenue that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

### Accounts and Pledges Receivable

Accounts and pledges receivable are stated at amounts management expects to collect from balances outstanding at year-end. Management determines the allowance for doubtful accounts based on factors including experience and the current economic environment. All known uncollectible amounts have been written off upon determination of such status.

### Investments in 1-1 Program Leases

The School's leasing operations consist of leasing computer equipment under direct financing leases expiring in various years through 2018. As the School provides the leasing program to benefit its students, no interest from financing is built into the lease payments and all future cash flows will directly reduce the recorded investment in 1-1 leases.

### **Property and Equipment**

Property and equipment are recorded at cost for purchased items and fair market value for contributed items. Items with a value of or costing over \$500 are capitalized and depreciated, using the straight line method, over their estimated useful lives. Furnishings and equipment are depreciated over 4 to 10 years and buildings over 40 years.



### NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Property and Equipment (Continued)

The School leases certain computer equipment over various years. Management amortizes equipment held under capital using the straight line method, over their estimated useful life. Leased computer equipment is amortized over 3 years.

#### Income Taxes

The Internal Revenue Service has determined the School is exempt from income tax under Code section 501(a) of the Internal Revenue Code as a School described in section 501(c)(3). The final ruling by the Internal Revenue Service dated November 12, 2002 stated that the School is not a private foundation within the meaning of section 501(a) of the Code.

### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Cash and Cash Equivalents

For the purpose of the statement of cash flows, the School considers all highly liquid investments available for current use with a maturity of three months or less to be cash equivalents.

#### Investments

The School reports investments in marketable securities with readily determinable fair values at their fair market value in the statements of financial position. Unrealized gains and losses from changes in the fair value of investments are reported in interest and investment income on the statements of activities.

### **Compensated Absences**

The School provides vacation and sick leave benefits to all its full time employees as specified in its personnel policies. No liability has been recognized for compensated absences because management has determined the amount is immaterial to the financial statements taken as a whole.

### Subsequent Events

Subsequent events have been evaluated through the date of the independent auditors' report which is the date the statements were available to be issued.

### Reclassifications

Certain reclassifications were made within the financial statements as of and for the year ended June 30, 2015 to conform to the 2016 presentation.



### NOTE 2 - CONCENTRATION OF CREDIT RISK

The School maintains its cash in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The school currently has deposits in excess of insured limits.

#### NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable consist of tuition payments receivable at June 30, for the completed school year. Management established an allowance for doubtful accounts based on historical collection efforts and accounts written off. Accounts receivable, net consists of the following:

June 30,		2016	2015	
Accounts receivable	\$	81,590	\$ 134,648	
Less: allowance for uncollectible receivables	(6,420)		 (36,660	
Accounts receivable, net	\$	75,170	\$ 97,988	

Bad debts expense related to accounts receivable totaled \$37,569 and \$42,291 for the fiscal years ended June 30, 2016 and 2015, respectively.

#### **NOTE 4 - PLEDGES RECEIVABLE**

Pledges receivable are documented promises to contribute to the School's Capital Campaign IV – Building/Construction. Management evaluates pledges receivable on a periodic basis and updates the allowance for uncollectable pledges as considered necessary. Management writes off pledges it has directly identified as uncollectable. The net balance of pledges receivable consist of the following:

June 30,	ne 30, 2016				20	015
	(	Current	Nonc	urrent	Current	Noncurrent
Pledges receivable	\$	77,448	\$	(*)	\$ 133,654	\$ 137,840
Less: allowance for uncollectible pledges		(6,801)		•		(22,612)
Pledges receivable, net	\$	70,647	\$		\$ 133,654	\$ 115,228

Bad debts expense related to pledges receivable totaled \$62,889 and \$13,000 for the years ended June 30, 2016 and 2015, respectively.

### **NOTE 5 - INVESTMENTS**

Investments consist of the following:

	116	2015		
Cost	FMV	Cost	FMV	
\$ 244,831	\$ 244,273	\$ 226,639	\$ 224,142	
72,459	118,260	79,459	127,109	
9,023	26,045	9,023	21,958	
\$ 326,313	\$ 388,578	\$ 315,121	\$ 373,209	
	\$ 244,831 72,459 9,023	\$ 244,831 \$ 244,273 72,459 118,260 9,023 26,045	\$ 244,831 \$ 244,273 \$ 226,639 72,459 118,260 79,459 9,023 26,045 9,023	



### NOTE 5 - INVESTMENTS (Continued)

FASB ASC 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 – Significant other observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from services independent of the reporting entity.

Level 3 - Significant unobservable inputs.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair values of investments measured on a recurring basis:

June 30, 2016	Level 1	Lev	el 2	Leve	13	Total
Mutual funds						
Fixed income securities	\$ 244,273	\$		\$	-	\$ 244,273
Equity securities	118,260					118,260
REITS	26,045		-		-	26,045
Total Investments	\$ 388,578	\$		\$	-	\$ 388,578

June 30, 2015	Level 1	Lev	el 2	Leve	el 3	Total
Mutual funds						
Fixed income securities	\$ 224,142	\$	-	\$	-	\$ 224,142
Equity securities	127,109		-			127,109
REITS	21,958		-			21,958
Total Investments	\$ 373,209	\$		\$	-	\$ 373,209

Unrealized gain totaled \$6,715 and \$5,335 for the years ended June 30, 2016 and 2015, respectively.



### NOTE 6 - INVESTMENT IN 1-1 PROGRAM LEASES

The School leases computer equipment to students through its 1-1 program. Students have the option of paying 100% of the cost up front or monthly along with the student's tuition program. Payments of various amounts are required on leases through June of 2018. Future minimum lease payments due under 1-1 lease agreements are as follows:

Years ended June 30,	
2017	\$ 17,355
2018	7,200
Total future minimum lease payments	\$ 24,555

### **NOTE 7 - DEFERRED REVENUE**

Deferred revenue consists of prepaid tuition and prepaid tuition insurance coverage applicable to the ensuing school year.

#### **NOTE 8 - NOTES PAYABLE**

On December 19, 2001 Leon County, Florida issued \$4,400,000 of Leon County, Florida Educational Facilities Revenue Bond, Series 2001 (Holy Comforter Episcopal School, Inc. Project) to pay for construction of Phase III of campus buildings. The bondholder, under an assignment agreement, is Capital City Bank of Tallahassee, Florida. Payments of principal and interest at 2.24% per annum under the related note and assignment agreement are required in the amount of \$19,745 per month with a maturity date of December 10, 2027. The School's real property and an unconditional guaranty by The Episcopal Church in the Diocese of Florida, Inc. serves as collateral for the bond issue with land and real property having a net book value of \$11,735,762 at June 30, 2016.

Notes payable consisted of the following:

June 30,	2016	2015
Bond payable to Capital City Bank	\$ 2,531,569	\$ 2,708,654
Less current portion	181,315	177,090
Notes payable - noncurrent	\$ 2,350,254	\$ 2,531,564



### NOTE 8 - NOTES PAYABLE (Continued)

Estimated maturities of notes payable for the next five years are as follows:

Years ending June 30,	
2017	\$ 181,315
2018	185,477
2019	189,733
2020	193,972
2021	198,539
Thereafter	1,582,533
Total	\$ 2,531,569

Interest expense related to notes payable totaled \$59,850 and \$63,663 for the years ended June 30, 2016 and 2015, respectively.

#### NOTE 9 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of assets restricted by donors to be used for a specified purpose or for a future time period. Net assets are released from temporary restriction when the assets are used for the purpose intended by the donor or when a time restriction expires. Pledges receivable which will be collected in a future time period are included in temporarily restricted net assets.

Temporarily restricted net assets consist of the following:

June 30,	and the same of th	2016		2015
Purpose restrictions:				
Maintenance and capital replacement	\$	266,822	\$	189,434
Boosters		7,088		7,088
Other purpose restrictions		51,249	-	43,728
Total purpose restricted net assets	THE STATE OF THE S	325,159		240,250
Time restrictions:				
Capital campaign pledges receivable		70,647		248,882
Total temporarily restricted net assets	\$	395,806	\$	489,132

### NOTE 10 - PERMANENTLY RESTRICTED NET ASSETS

The School's endowment consists of a donor-restricted fund. As required by generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.



### NOTE 10 - PERMANENTLY RESTRICTED NET ASSETS (Continued)

Interpretation of Relevant Law - The School is governed by Florida Statute Chapter 617.2104 - Florida Uniform Prudent Management of Institutional Funds Act. The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was enacted in the State of Florida during the 2011 legislative session and has an effective date of July 1, 2012. Unless a donor imposes a restriction to the contrary, all endowment funds at the School adhere to the spending policy adopted by the School's Board of Trustees. Florida Statute does not require preservation of the fair value of the original gift, but rather specifically states that spending may include investment appreciation as well as principal.

<u>Spending Policy</u> - Funds generated from the investment of principal shall only be expended for operating costs incurred while engaging in programs directly related to the School's mission. Funds generated from the investment of principal include realized and unrealized appreciation as well as natural income from dividends, interest and realized gain.

With regard to donor-restricted endowments, the School respects and enforces the donor's restriction to preserve the historic gift value of the fund, and only allows for the expenditure of investment income in excess of the historical gift.

Permanently restricted net assets consist of the following at June 30, 2016 and 2015:

Patti L. Smith Endowment	\$ 300,000
Total permanently restricted net assets	\$ 300,000

The School classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. For the Patti L. Smith Endowment fund, the donor has stipulated that income will be distributed to the School annually, and be reported accordingly as unrestricted.

Activity of permanently restricted endowments during the year is as follows:

	2016	2015
Endowments at July 1	\$ 300,000	\$ 300,000
Investment income	8,123	6,108
Unrealized gains on investments	6,715	5,335
Allocation of investment income and		
unrealized gains to unrestricted net assets	(14,838)	(11,443)
Endowments at June 30	\$ 300,000	\$ 300,000



#### NOTE 11 - PROGRAM AND SUPPORTING SERVICES

Total expenses per the Statement of Activities are allocated between program, management and general, and fundraising expenses as follows:

Years ended June 30,	2016	2015
Program	\$ 4,981,525	\$ 4,767,273
Management and general	1,790,754	1,698,982
Fundraising	71,211	80,998
Total expenses	\$ 6,843,490	\$ 6,547,253

### **NOTE 12 - RETIREMENT PLAN**

The School's retirement plan is a non-contributory plan available to all employees who work 30 hours a week or more. The school contributes 7% of the employees' gross salary on a monthly basis. Individual contracts are issued by TIAA-CREF to the employee in their name and the accounts are fully vested and owned by the employee from the time of issuance. Retirement plan expense totaled \$217,700 and \$203,939 for the years ended June 30, 2016 and 2015, respectively.

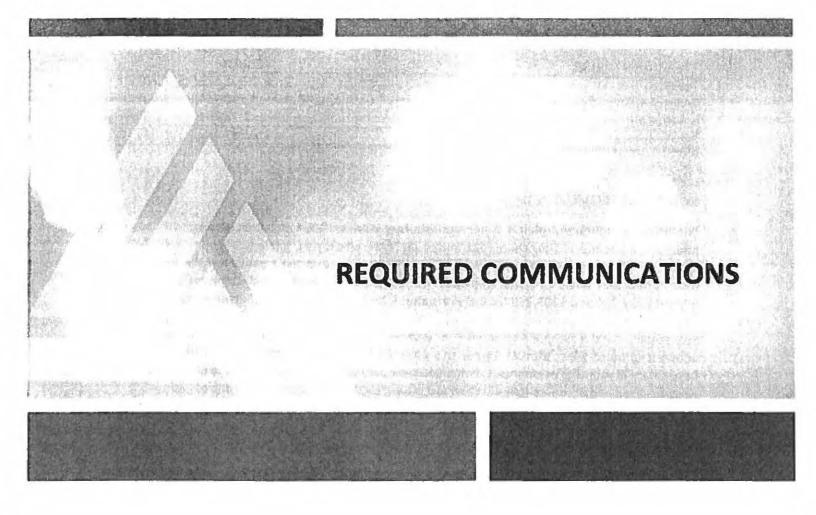
Subsequent to the School's year end, management changed providers of its retirement plan administration to Mass Mutual. Under this plan the School will contribute 7% of the employee's base salary in monthly payments. Existing and new accounts will be issued in the employee's name when created and accounts fully vest and are owned by the employee at the time of issuance.

### **NOTE 13 - CAPITAL LEASE**

The School has acquired certain computer equipment under non-cancellable lease agreements. The computer equipment is included in property under capital lease on the statements of financial position at a cost value of \$582,359 and \$515,865 for the years ended June 30, 2016 and 2015, respectively. Monthly payments of various amounts are required on the leases through October, 2018.

Future minimum lease payments due under this lease and the present value of those future minimum payments are as follows:

Years ended June 30,		
2017	\$	116,973
2018		95,973
2019		26,641
Total	***	239,587
Less: amount representing interest		11,128
Present value of future minimum lease payments	\$	228,459





### **Required Communications**

As discussed with the Board of Trustees and management during our planning process, our audit plan represented an approach responsive to the assessment of risk for Holy Comforter Episcopal School, Inc. Specifically, we planned and performed our audit to:

- Perform audit services, as requested by the Board of Trustees, in accordance with auditing standards generally accepted in the United States of America, in order to express an opinion on Holy Comforter Episcopal School, Inc.'s financial statements for the years ended June 30, 2016 and 2015;
- Communicate directly with the Board of Trustees and management regarding the results of our procedures;
- Address with the Board of Trustees and management any accounting and financial reporting issues;
- Anticipate and respond to concerns of the Board of Trustees and management; and
- Other audit-related projects as they arise and upon request.



### **Required Communications**

We have audited the financial statements of Holy Comforter Episcopal School, Inc. for the years ended June 30, 2016 and 2015, and have issued our report thereon dated November 1, 2016. Professional standards require that we provide you with the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Auditors' responsibility under Generally Accepted Auditing Standards	As stated in our engagement letter dated June 2 2016, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Our audit of the financial statements does not relieve you of management of your responsibilities.
	As part of our audit, we considered the internal control of Holy Comforter Episcopal School, Inc. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.
Client's responsibility	Management, with oversight from those charged with governance, is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the applicable framework. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud.
Planned scope and timing of the audit	Our initial audit plan was not significantly altered during our fieldwork.
Management judgments and accounting estimates  The process used by management in forming particularly sensitive accounting estimates and the basis for the auditor's conclusion regarding the reasonableness of those estimates.	Please see the following section titled "Accounting Policies, Judgments and Sensitive Estimates and CRI Comments on Quality."
Potential effect on the financial statements of any significant risks and exposures Major risks and exposures facing the School and how they are disclosed.	No such risks or exposures were noted.



### MATTER TO BE COMMUNICATED

Significant accounting policies, including critical accounting policies and alternative treatments within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles

- The initial selection of and changes in significant accounting policies or their application; methods used to account for significant unusual transactions; and effect of significant policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.
- The auditor should also discuss the auditors' judgment about the quality, not just the acceptability, of the School's accounting policies as applied in its financial reporting. The discussion should include such matters as consistency of accounting policies and their application, and clarity and completeness of the financial statements, including disclosures. Critical accounting policies and practices applied by the School in its financial statements and our assessment management's disclosures regarding such policies and practices (including any significant modifications to such disclosures proposed by us but rejected by management), the reasons why certain policies and practices are or are not considered critical, and how current and anticipated future events impact those determinations:
- Alternative treatments within GAAP for accounting policies and practices related to material items. including recognition, measurement, presentation and disclosure alternatives, that have been discussed with client management during the current audit period, the ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the auditor; furthermore, if the accounting policy selected by management is not the policy preferred by us, discuss the reasons why management selected that policy, the policy preferred by us, and the reason we preferred the other policy.

### **AUDITORS' RESPONSE**

Please see Note 1 in the Notes to Financial Statements.



### **Required Communications**

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Significant difficulties encountered in the audit Any significant difficulties, for example, unreasonable logistical constraints or lack of cooperation by management.	None.
Disagreements with management Disagreements, whether or not subsequently resolved, about matters significant to the financial statements or auditors' report. This does not include those that came about based on incomplete facts or preliminary information.	None.
Other findings or issues  Matters significant to oversight of the financial reporting practices by those charged with governance. For example, an entity's failure to obtain the necessary type of audit, such as one under Government Auditing Standards, in addition to GAAS.	None.
Matters arising from the audit that were discussed with, or the subject of correspondence with, management Business conditions that might affect risk or discussions regarding accounting practices or application of auditing standards.	None.
Corrected and uncorrected misstatements All significant audit adjustments arising from the audit, whether or not recorded by the School, that could individually or in the aggregate have a significant effect on the financial statements. We should also inform the Board about uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented, that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Any internal control deficiencies that could have prevented the misstatements.	Please see the following section titled "Summary of Audit Adjustments."
Major issues discussed with management prior to retention  Any major accounting, auditing or reporting issues discussed with management in connection with our initial or recurring retention.	None



### **Required Communications**

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Consultations with other accountants  When management has consulted with other accountants about significant accounting or auditing matters.	None of which we are aware.
Written representations  A description of the written representations the auditor requested (or a copy of the representation letter).	See "Management Representation Letter" section.
Internal control deficiencies  Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditors' attention during the audit.	See "Internal Control Findings" section.
Fraud and illegal acts  Fraud involving senior management, the School Administrator or those responsible for internal controls, or causing a material misstatement of the financial statements, where the auditor determines there is evidence that such fraud may exist. Any illegal acts coming to the auditors' attention involving senior management and any other illegal acts, unless clearly inconsequential.	We are unaware of any fraud or illegal acts involving management or causing material misstatement of the financial statements.
Other information in documents containing audited financial statements  The external auditors' responsibility for information in a document containing audited financial statements, as well as any procedures performed and the results.	Our responsibility related to documents (including annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:  Such information is materially inconsistent with the financial statements; and We believe such information represents a material misstatement of fact.  We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.

# Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality

We are required to communicate our judgments about the quality, not just the acceptability, of the School's accounting principles as applied in its financial reporting. We are also required to communicate critical accounting policies and sensitive accounting estimates. The Board may wish to monitor throughout the year the process used to compute and record these accounting estimates. The table below summarizes our communications regarding these matters.

AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATES	COMMENTS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Expenses	The School allocates expenses between program and supporting services as required by the AICPA Audit & Accounting Guide for Not- for-Profit Entities.	X	The School reports expenses based on its functional classification.  The allocation between program and supporting services is based on a combination of direct and indirect allocation of expenses. Indirect expenses are allocated between program and supporting services based on employee time records and square footage.	The School's allocation policies appear to be in accordance with the applicable accounting guidelines.
Asset, Liability, and Expense	The School periodically enters into capital lease agreements, which require estimates of the useful life of leased property and valuation of the leased property.	X	The School records a lease obligation that is reduced over the life of the lease agreement based on cash flows. The School also records an asset that is amortized over the estimated useful life of the leased property.	The School's policies appear to be in accordance with the applicable accounting guidelines.

# Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality (Continued)

AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATES	COMMENTS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Investments	Based on our procedures with respect to the School's investments, we noted that it appears the School accounts for investments in accordance with all applicable standards.  The School follows the provisions of ASC 820, Fair Value Measurements, when reporting investments.	X	The School relies on valuations from its broker for 100% of the asset values.  The aliocation between levels 1-3 under ASC 820 is based on a detail management review of the underlying investments.	The School's policies appear to be in accordance with all applicable accounting guidelines.



### **Summary of Audit Adjustments**

During the course of our audit, we accumulate differences between amounts recorded by Holy Comforter Episcopal School, Inc. and amounts that we believe are required to be recorded under GAAP. Those adjustments are either recorded (corrected) by the School or passed (uncorrected). There are no passed adjustments for the year ended June 30, 2016.

Account	Description	Debit	Credit
Adjusting Journa	al Entries JE # 1		
	epreciation and accumulated		
	anagement schedule.		
1599	Accumulated Depreciation	40,948.00	
9600	Depreciation		40,948.00
Total		40,948.00	40,948.00
Adjusting Journa	al Entries JE # 2		
PBC - To reclassi	y campaign funds received.		
9800	Uncollectible Pledges	25,000.00	
8011	Capital Campaign V		25,000.00
Total	_	25,000.00	25,000.00
Adjusting Journa	I Entries JE # 4		*
PBC - To record p	ayable for scient textbook adoption.		
2000	Accounts Payable	16,447.00	
5505	Instructional Supplies:Lower School IS:Building 4 Grades 3-5	1947 - 24144	16,447.00
Total		16,447.00	16,447.00
Adjusting Journa	Il Entries JE# 5		
	uncollectable pledges per management		
schedule.			
9800	Uncollectible Pledges	10,600.00	
1305	Other Accounts Receivable:A/R CCIV		10,600.00
Total		10,600.00	10,600.00
Adjusting Journa	I Entries JE # 6		
PBC - To write off	uncollectable tuition receivable per		
management prep			
1341	Allowance for Uncollectible tuition	36,662.00	
9700	Bad Debt - tultion	27,183.00	
1301	Other Accounts Receivable:A/R Tuitlon		63,843.00
9700	Bad Debt - tuition		2.00
Total		63,845.00	63,845.00
Adjusting Journa	I Entries JE# 7		
To reclassify arch	tect and engineering expenses incurred		
for proper classific	ation.		
1519	Buildings:Construction in Progress	84,508.00	
5305	Buildings and Grounds:Fleischmann Campus	90,426.00	
	Buildings:Building Improvements		119,959.00
1516	Constitution of the control of the c		
1516 1519	Buildings:Construction in Progress		24,975.00
77 100 210		174,934.00	24,975.00 30,000.00 174,934.00



## Summary of Audit Adjustments (Continued)

#### QUALITATIVE MATERIALITY CONSIDERATIONS

In evaluating the materiality of audit differences when they do arise, we consider both quantitative and qualitative factors, for example:

- Whether the difference arises from an item capable of precise measurement or whether it
  arises from an estimate, and, if so, the degree of imprecision inherent in the estimate.
- Whether the difference masks a change in earnings or other trends.
- Whether the difference changes a net decrease in assets to addition, or vice versa.
- Whether the difference concerns an area of the School's operating environment that has been identified as playing a significant role in the School's operations or viability.
- Whether the difference affects compliance with regulatory requirements.
- Whether the difference has the effect of increasing management's compensation for example, by satisfying requirements for the award of bonuses or other forms of incentive compensation.
- Whether the difference involves concealment of an unlawful transaction.



# Summary of Audit Adjustments (Continued)

Adjusting Journal Entries JE # 9 To reclassify investment adjustment to appropriate activity account 4050 Interest Received 5095 Gain / Loss on Asset Otsposels 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963.00 12,963		Account	Description	W/P Ref	Debit	Credit
To record adjustment to socumulated and depreciation expense to agree to client provided schedules.  1509 Accumulated Depreciation 1,656.00  1535 Furniture & Equipment 7,656.00  1535 Furniture & Equipment 7,656.00  17,437.00  17,437.00  Adjusting Journal Entries JE # 9  To reclassify investment adjustment to appropriate activity account 4050 Interest Received 12,963.00  12,963.00  Adjusting Journal Entries JE # 10  To record adjustment to appropriate activity account 12,963.00  Adjusting Journal Entries JE # 10  To record adjustment to capital lease obligation per lease payment terms.  5005 Technical-Computer Leases 9,210.00  Adjusting Journal Entries JE # 11  To record current portion of leased amortization expense.  5005 Technical-Computer Leases 9,210.00  Adjusting Journal Entries JE # 11  To record current portion of leased amortization expense.  5005 Technical-Computer Leases 760.00  5000 Depreciation 158,345.00  760.00  1601 Property under capital lease 158,345.00  760.00  1602 Accumulated Amortization 159,445.00  Total 159,141.00  Adjusting Journal Entries JE # 12  To reclassify repailve allowance to current period bad debts.  9800 Uncollectible Pledges 9,588.00  9,588.00  9,588.00  9,588.00  9,588.00  9,588.00  9,588.00  9,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.00  1,588.0	Adjusting Jours	nat Entries JF # 8				
		A STATE OF THE PARTY OF THE PAR	and depreciation expense to a	aree to client		
\$155	provided schedu					
15.55   Furniture & Equipment   7,625,00   9,812,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00						
9,812.00     17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,437,00   17,					1,656.00	
Adjusting Journal Entries JE # 9   12,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,437.00   17,43			pment			
April		Depreciation			17,437,00	17,437.00
ADSO	Adjusting Journ	nai Entries JE# 9				
12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,983.00   12,9	To reclassify invi	ssiment adjustment to	appropriate activity account			
12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   12,963.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,221.90   13,2					12,963.00	100000
To record adjustment to capital lease obligation per lease payment terms.  5905 Technical:Computer Leases 9,210.00  Total \$9,210.00  Total \$9,210.00  Adjusting Journal Entries JE # 11  To record current portion of leased amortization expense.  5905 Technical:Computer Leases 796.00 15805 Depreciation 158,345.00 1601 Property under capital lease 796.00 1602 Accumulated Amortization 158,345.00 1583,445.00  Total 159,141.00  Total 159,141.00  Total 159,141.00  Adjusting Journal Entries JE # 12  To reclassify negative allowance to current period bad debts.  9800 Uncollectible Pledges 9,588.00 1340 Allowance Uncollectible Pledges 9,588.00 1500 Bad Debt - tullion 5,588.00 1500 Uncollectible Pledges 6,601.00 1341 Allowance Incollectible Pledges 6,601.00 1341 Allowance Incollectible Pledges 6,601.00 1341 Allowance Incollectible Pledges 6,801.00 1341 Allowance Incollectible Pledges 6,801.00 1341 Allowance For Chooliectible Pledges 6,801.00 1342 Allowance For Chooliectible Pledges 6,801.00 1344 Or write off pledges receivable for balances not confirmed per management's decision 900 Uncollectible Pledges 10,900.00		Gain / Loss on A	sset Disposals		12,963.00	12,963.00
To record adjustment to capital lease obligation per lease payment terms.  5905 Technical:Computer Leases 9,210.00  Total \$9,210.00  Total \$9,210.00  Adjusting Journal Entries JE # 11  To record current portion of leased amortization expense.  5905 Technical:Computer Leases 796.00 15805 Depreciation 158,345.00 1601 Property under capital lease 796.00 1602 Accumulated Amortization 158,345.00 1583,445.00  Total 159,141.00  Total 159,141.00  Total 159,141.00  Adjusting Journal Entries JE # 12  To reclassify negative allowance to current period bad debts.  9800 Uncollectible Pledges 9,588.00 1340 Allowance Uncollectible Pledges 9,588.00 1500 Bad Debt - tullion 5,588.00 1500 Uncollectible Pledges 6,601.00 1341 Allowance Incollectible Pledges 6,601.00 1341 Allowance Incollectible Pledges 6,601.00 1341 Allowance Incollectible Pledges 6,801.00 1341 Allowance Incollectible Pledges 6,801.00 1341 Allowance For Chooliectible Pledges 6,801.00 1342 Allowance For Chooliectible Pledges 6,801.00 1344 Or write off pledges receivable for balances not confirmed per management's decision 900 Uncollectible Pledges 10,900.00	Adjustina Journ	nal Entries JE # 10				
2801   Obligations under capital lease   9,210,00   9,210,00   9,210,00			obligation per lease payment to	ms.		
Adjusting Journal Entries JE # 11   To record current portion of leased emortization expense.   796.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,210.00   9,2					9,210.00	Vallet S
To record current portion of leased amortization expense.  5905 Technical:Computer Leases 796.00 9600 Depreciation 158,345.00 1601 Property under capital lease 796.00 1602 Accumulated Amortization 158,345.00 1502 Accumulated Amortization 158,345.00 158,345.00 158,345.00 158,341.00 159,141.00  Adjusting Journal Entries JE # 12 To reclassify negative allowance to current period bad debts.  9800 Uncollectible Pledges 9,588.00 1340 Allowance Uncollectible Pledges 9,588.00 170 establish an allowance for doubtful acounts based on the historical average of annual bad debt expense.  9700 Bad Dabi - tultion 6,420.00 9800 Uncollectible Pledges 6,801.00 1340 Allowance Uncollectible Pledges 6,801.00 1341 Allowance for Uncollectible Pledges 6,801.00 1341 Allowance for Uncollectible tuition 9,420.00 Total 13,221.00 13,221.00  Adjusting Journal Entries JE # 14 To write off pledges receivable for balances not confirmed per management's decision 900 Uncollectible Pledges 10,900.00 1305 Other Accounts Receivable AR CCIV 10,900.00		Obligations unde	r capital lease		9,210.00	9,210.00
To record current portion of lessed amortization expense.  5905 Technical:Computer Leases 796.00 9800 Depreciation 158,345.00 1601 Property under capital lease 796.00 1602 Accumulated Amortization 159,345.00 1502 Accumulated Amortization 159,345.00 159,345.00 159,141.00  Adjusting Journal Entries JE # 12 To reclassify negative allowance to current period bad debts.  9800 Uncollectible Pledges 9,586.00 1340 Allowance Uncollectible Pledges 9,586.00 150 establish an allowance for doubtful accunts based on the historical average of annual bad debt expense.  9700 Bad Dabi - tullion 6,420.00 9800 Uncollectible Pledges 6,801.00 1340 Allowance Uncollectible Pledges 6,801.00 1341 Allowance for Uncollectible Pledges 6,801.00 1341 Allowance for Uncollectible tuition 13,221.00 153,221.00  Adjusting Journal Entries JE # 14 To write off pledges receivable for balances not confirmed per management*s decision. 9800 Uncollectible Pledges 10,900.00 10,900.00 10,900.00	Adiustino Journ	al Entries JE# 11				
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1601   Property under capital lease   796.00   159,345.00   159,345.00   159,345.00   159,345.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.			uter Leases			
1602   Accumulated Amortization   158,345.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.00   159,141.					158,345.00	
Adjusting Journal Entries JE # 12 To reclassify negative allowance to current period bad debts.  9800 Uncollectible Pledges 9,588.00 1340 Allowance Uncollectible Pledges 9,588.00  Adjusting Journal Entries JE # 13 To establish an allowance for doubtful accounts based on the historical average of sanual bad debt expense.  9700 Bad Debt - tultion 6,420.00 9800 Uncollectible Pledges 6,801.00 1340 Allowance for Uncollectible Pledges 6,801.00 1341 Allowance for Uncollectible tuition 9,420.00 Total 13,221.00 13,221.00  Adjusting Journal Entries JE # 14 To write off pledges receivable for balances not confirmed per management's fectation 9800 Uncollectible Pledges 10,900.00  10,900.00  10,900.00  10,900.00						
To reclassify negative allowance to current period bad debts.  9800 Uncollectible Pledges 9,588.00  1340 Allowance Uncollectible Pledges 9,588.00  Adjusting Journal Entries JE # 13 To establish an allowance for doubtful acounts based on the historical average of annual bad debt expense,  9700 Bad Debt - tuition 6,420.00  9800 Uncollectible Pledges 6,801.00  1340 Allowance Uncollectible Pledges 6,801.00  1341 Allowance for Uncollectible tuition 6,420.00  Adjusting Journal Entries JE # 14 To write off pledges receivable for balances not confirmed per management*s  decision 9800 Uncollectible Pledges 10,990.00  10,990.00  10,990.00  10,990.00		Accumulated Att	Ouzation		159,141.00	159,141.00
To reclassify negative allowance to current period bad debts.  9800 Uncollectible Pledges 9,588.00  1340 Allowance Uncollectible Pledges 9,588.00  Adjusting Journal Entries JE # 13 To establish an allowance for doubtful acounts based on the historical average of annual bad debt expense,  9700 Bad Debt - tuition 6,420.00  9800 Uncollectible Pledges 6,801.00  1340 Allowance Uncollectible Pledges 6,801.00  1341 Allowance for Uncollectible tuition 6,420.00  Adjusting Journal Entries JE # 14 To write off pledges receivable for balances not confirmed per management*s  decision 9800 Uncollectible Pledges 10,990.00  10,990.00  10,990.00  10,990.00	Adlusting Incom	al Entrine IE# 12				
1340   Allowance Uncollectible Pledges   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,588.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9,580.00   9			ment period bad debts.			
Adjusting Journal Entries JE # 13   To establish an allowance for doubtful acounts based on the historical average of samual bad debt expense.   B700	9800	Uncollectible Ple	dges		9,588,00	
Adjusting Journal Entries JE # 13  To establish an allowance for doubtful accounts based on the historical average of annual bad debt expense.  9700	1900	Allowance Uncol	lectible Pledges			9,588.00
To establish an allowance for doubtful acounts based on the historical average of annual bad debt expense.  9700 Bad Debt - tuition 6,420.00 9800 Uncollectible Piedges 6,801.00 1340 Allowance Uncollectible Piedges 6,801.00 1341 Allowance for Uncollectible tuition 6,420.00 Total 15,221.00 13,221.00 Adjusting Journal Entries JE # 14 To write off piedges receivable for balances not confirmed per management's decision 9800 Uncollectible Piedges 10,900.00 1305 Other Accounts Receivable:A/R CCIV 10,900.00	Total				9,588.00	9,588.00
### annual bad debt expense.  ### 9700	Adjusting Journ	al Entries JE# 13				
9700 Bad Debt - tullion	To establish an e	flowance for doubtful	acounts based on the historica	l average of		
9800 Uncollectible Piedges 6,801.00 1340 Allowance Uncollectible Piedges 6,801.00 1341 Allowance for Uncollectible tuition 6,420.00 Total 13,221.00 13,221.00  Adjusting Journal Entries JE # 14 To write off piedges receivable for balances not confirmed per management*s decision 9800 Uncollectible Piedges 10,900.00 1305 Other Accounts Receivable:A/R CCIV 10,900.00						
1340 Allowance Uncollectible Pledges 6,801.00 6,420.00  Total 1341 Allowance for Uncollectible tuition 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,221.00 13,	7.7					
1341 Allowance for Uncollectible tuition 6,420.00  Adjusting Journal Entries JE # 14  for write off pledges receivable for balances not confirmed per management's lecision.  9800 Uncollectible Piedges 1305 Other Accounts Receivable:A/R CCIV 10,900.00					6,801.00	0.004.00
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fo write off pledges receivable for balances not confirmed per management"s  decision  9800 Uncollectible Piedges  10,900.00  1305 Other Accounts Receivable:A/R CCIV  10,900.00		raiowance for on	CONCENDID TOTAL		13,221.00	13,221.00
lecision						
9800 Uncollectible Piedges 10,900.00 1305 Other Accounts Receivable: A/R CCIV 10,900.00		es receivable for bala	nces not confirmed per manag	ement"s		
1305 Other Accounts Receivable: A/R CCIV 10,900.00		Uncollectible Pie	dges		10,900.00	
10,900.00 10,800.00	1305					10,900.00
	Total				10,966.00	10,900.00



### Management Representation Letter



November 1, 2016

Carr, Riggs & Ingram, Inc 1713 Mahan Drive Tallahassee, FL 32308

This representation letter is provided in connection with your audit of the financial statements of Holy Comforter Episcopal School, Inc., which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material, Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

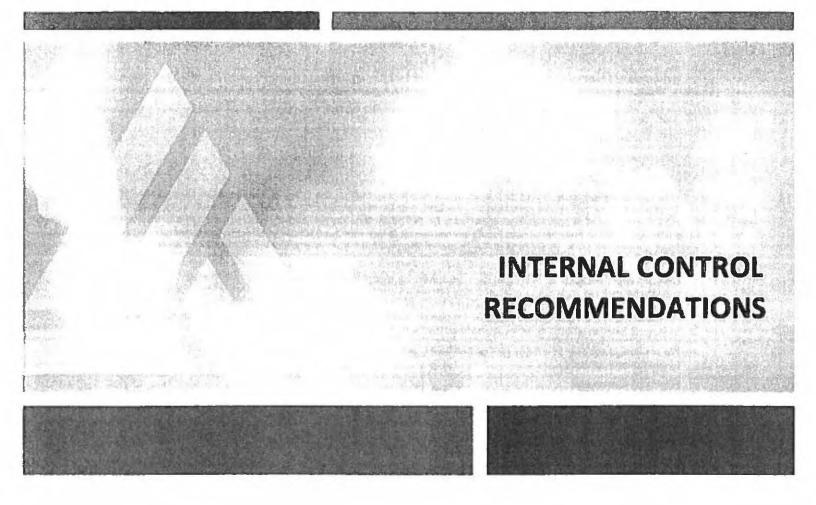
We confirm, to the best of our knowledge and belief, as of November 1, 2016, the following representations made to you during your audit

#### Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 24, 2016, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP
- 3) We acknowledge our responsibility for the design implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable
- Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with U.S. GAAP
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the Organization's accounts. In this case, no representation about uncorrected misstatements is necessary.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Material concentrations have been appropriately disclosed in accordance with U.S. GAAP

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 Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.





#### Management Representation Letter

Holy Comforler Episcopal School, Inc Page 2

#### Information Provided

- 12) We have provided you with:
  - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
  - b) Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 13) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 14) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 15) We have no knowledge of any fraud or suspected fraud that affects the Organization and involves:
  - a) Management,
  - b) Employees who have significant roles in internal control, or
  - c) Others where the fraud could have a material effect on the financial statements.
- 16) We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, grantors, regulators, or others.
- 17) We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- 18) We are not aware of any pending or threatened titigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- 19) We have disclosed to you the identity of the Organization's related parties and all the related-party relationships and transactions of which we are aware.
- 20) The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 21) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us.
- 22) Holy Comforter Episcopal School, Inc. is an exempt organization under Section 501(c)3 of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.
- 23) In regard to the preparation of financial statement services performed by you, we have
  - a) Assumed all management responsibilities
  - Designated Chrisy Scarlett, Director of Finance and Operations who has suitable skill, knowledge, or experience to oversee the services.
  - c) Evaluated the adequacy and results of the services performed
  - d) Accepted responsibility for the results of the services

Signature: Lineater of France Character



### **Internal Control Findings**

The Board of Trustees and Management of Holy Comforter Episcopal School, Inc.

In planning and performing our audit of the financial statements of Holy Comforter Episcopal School, Inc. as of and for the years ended June 30, 2016 and 2015 in accordance with auditing standards generally accepted in the United States of America, we considered Holy Comforter Episcopal School, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s Internal control. Accordingly, we do not express an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We consider the following deficiencies in Holy Comforter Episcopal School, Inc.'s internal control on the following schedule to be material weaknesses in internal controls as it relates to the preparation of financial statements.

This communication is intended solely for the information and use of management and Board of Trustees, and is not intended to be, and should not be, used by anyone other than these specified parties.

Car, Rigge & Ingram, L.L.C. CARR, RIGGS & INGRAM, LLC

Tallahassee, Florida November 1, 2016



## **Internal Controls**

The following legend should be used in conjunction with reviewing the "Rating" of each of the identified internal control items:

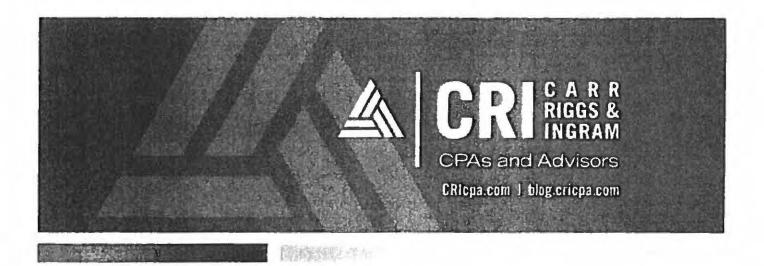
IP =	D=	SD =	MW =
Improvement Point	Control Deficiency	Significant Deficiency	Material Weakness

ITEM	RATING	AREA	ITEM NOTED	SUGGESTION	MANAGEMENT ACTION
1	MW	Reporting	During our audit, we proposed various entries in order for the financial statements to be fairly stated in accordance with GAAP.  Management relies on us to prepare the financial statements and related note disclosures.	Management should review the adjustments made by us during the audit, and include them in the year end closeout procedures in future years.	Management believes the policy stated in the Item Noted column is the most cost-effective approach to prepare the annual financial statements in accordance with GAAP, since the School does not employ a certified public accountant.
2	MW	Assets Liabilities Expense	During the audit we identified misstatements relating to the amortization of capital lease assets.	We recommend management establish a procedure to record and reconcile capital lease activity throughout the year.	Management has reviewed the results of the finding noted and concurs with the assessment of the issues identified.  Management will design a new procedure calculate and record the annual amortization of capital lease assets.

# Holy Comforter Episcopal School, Inc.

**FINANCIAL STATEMENTS** 

June 30, 2015 and 2014





Carr, Riggs & Ingram, LLC 1713 Mahan Drive Tallahassee, FL 37308

(850) 878-8777 (850) 878-2344 (12x) www.cricpa.com

October 8, 2015

The Board of Trustees Holy Comforter Episcopal School, Inc. Tallahassee, Florida

We are pleased to present the results of our audit of the 2015 financial statements of Holy Comforter Episcopal School, Inc.

This report to the Board of Trustees and management summarizes our audit, the report issued and various analyses and observations related to Holy Comforter Episcopal School, Inc.'s accounting and reporting. The document also contains the communications required by our professional standards.

Our GAAP audit was designed, primarily, to express an opinion on Holy Comforter Episcopal School, Inc.'s 2015 financial statements. We considered Holy Comforter Episcopal School, Inc.'s current and emerging business needs, along with an assessment of risks that could materially affect the financial statements, and aligned our audit procedures accordingly. We conducted the audit with the objectivity and independence that you expect. We received the full support and assistance of Holy Comforter Episcopal School, Inc. personnel.

At Carr, Riggs & Ingram, LLC (CRI), we are continually evaluating the quality of our professionals' work in order to deliver audit services of the highest quality that will meet or exceed your expectations. We encourage you to provide any feedback you believe is appropriate to ensure that we do not overlook a single detail as it relates to the quality of our services.

This report is intended solely for the information and use of the Board of Trustees, management and others within Holy Comforter Episcopal School, Inc. and should not be used by anyone other than these specified parties.

We appreciate this opportunity to work with you. If you have any questions or comments, please contact me at 850-878-8777 or mwhitney@cricpa.com.

Very truly yours,

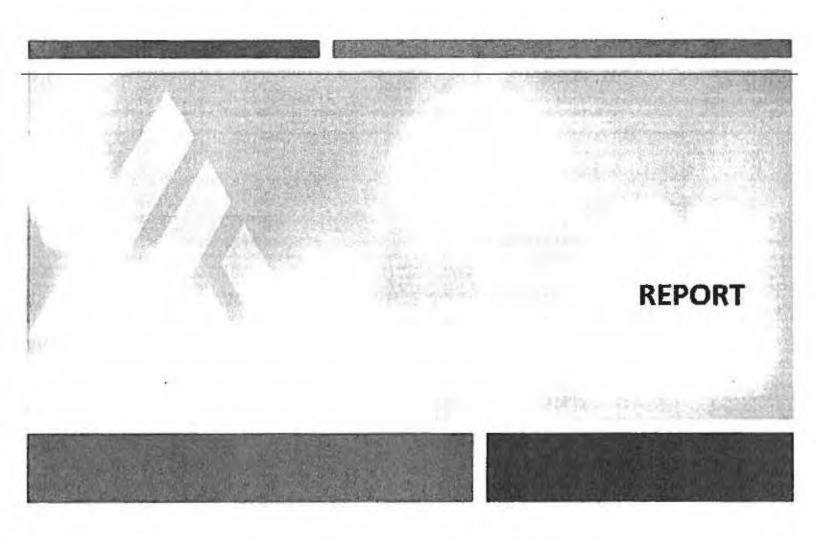
Michael T. Whitney Partner-In-Charge

Michael T. Whiteey



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#### INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Holy Comforter Episcopal School, Inc.

We have audited the accompanying financial statements of Holy Comforter Episcopal School, Inc., which comprise the statement of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

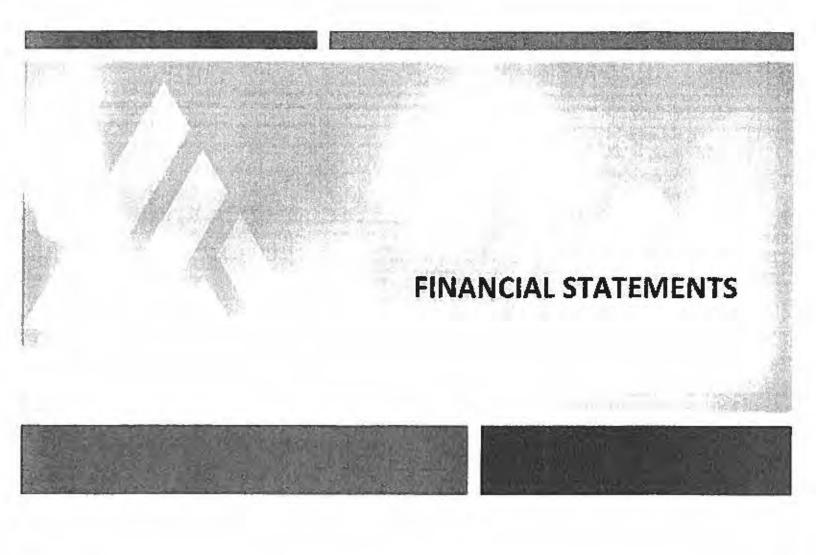
#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Holy Comforter Episcopal School, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Can Rigge & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

October 8, 2015





## Holy Comforter Episcopal School, Inc. Statements of Financial Position

June 30,	2015	2014
Assets		
Current assets		
Cash and cash equivalents	\$ 1,923,456	\$ 2,077,836
Certificates of deposit	629,049	628,087
Accounts receivable, net	97,988	114,357
Pledges receivable, net	133,654	297,597
Investment in 1-1 leases	8,109	1
Prepaid expenses	141,266	146,107
Total current assets	2,933,522	3,263,984
Property and equipment		
Furniture and equipment	1,266,185	1,147,226
Buildings	14,160,188	13,838,514
Less accumulated depreciation	(4,897,393)	(4,385,711)
Total depreciable property and equipment, net	10,528,980	10,600,029
Land	2,342,739	2,340,664
Total property and equipment, net	12,871,719	12,940,693
Property under capital lease		
Office equipment	515,865	309,684
Less accumulated amortization	(310,959)	(174,779)
Total property under capital lease, net	204,906	134,905
Other assets		
Noncurrent pledges receivable, net	115,228	122,081
Construction in progress	•	60,000
Investments	373,209	367,874
Noncurrent investment in 1-1 leases	20,571	
Total other assets	509,008	549,955
Total assets	\$ 16,519,155	\$ 16,889,537



## Holy Comforter Episcopal School, Inc. Statements of Financial Position (Continued)

June 30,	2015	2014
Liabilities and Net Assets		
Current liabilities		
Accounts payable	\$ 1,491	\$ 6,529
Deferred revenue	1,789,337	1,655,906
Notes payable - current portion	177,090	536,282
Capital lease obligation - current portion	83,342	39,027
Total current liabilities	2,051,260	2,237,744
Long-term liabilities		
Notes payable - noncurrent	2,531,564	2,707,437
Capital lease obligation - noncurrent	153,160	29,393
Total long-term liabilities	2,684,724	2,736,830
Total liabilities	4,735,984	4,974,574
Net assets		
Unrestricted	10,994,039	10,992,798
Temporarily restricted	489,132	622,165
Permanently restricted	300,000	300,000
Total net assets	11,783,171	11,914,963
Total liabilities and net assets	\$ 16,519,155	\$ 16,889,537



## Holy Comforter Episcopal School, Inc. Statements of Activities

Years ended June 30,	201.00	2015	2014	
Unrestricted Net Assets				
Revenue and support				
Tuition	\$	5,217,437	\$ 4,988,1	116
Special programs		456,388	417,8	318
Other revenue		336,933	396,3	363
Interest and investment income		11,443	40,2	269
Loss on disposal of property and equipment			(64,4	161
Net assets released from restrictions		526,293	600,4	148
Total revenue and support		6,548,494	6,378,5	553
Expenses				
Salaries and payroll tax		3,829,392	3,703,4	161
Depreciation and amortization		647,862	553,3	333
General and administrative		496,172	591,7	762
Insurance		384,823	395,1	154
Repairs and maintenance		271,136	219,9	980
Pension		203,939	217,6	505
School programs		164,795	148,8	347
Instructional supplies		129,036	141,0	)74
Special events		82,875	55,7	173
Fundraising		80,998	67,0	)73
Interest		71,536	90,0	)84
Professional fees		62,418	46,7	135
Parents association		53,518	50,2	27
Accounting and legal		42,190	38,4	136
Other expenses		26,563	18,7	47
Total expenses		6,547,253	6,338,2	91
Change in net assets - unrestricted		1,241	40,2	62
Beginning net assets - unrestricted		10,992,798	10,952,5	36
Ending net assets - unrestricted		10,994,039	10,992,7	'98
Temporarily Restricted Net Assets				
School programs		339,919	285,6	086
Parents association		53,341	48,1	59
Net assets released from restrictions		(526,293)	(600,4	148)
Change in net assets - temporarily restricted		(133,033)	(266,6	09)
Beginning net assets - temporarily restricted		622,165	888,7	74
Ending net assets - temporarily restricted		489,132	622,1	.65
Permanently Restricted Net Assets				
Beginning net assets - permanently restricted		300,000	300,0	000
Ending net assets - permanently restricted		300,000	300,0	00
		11,783,171	\$ 11,914,9	

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



## Holy Comforter Episcopal School, Inc. Statements of Cash Flows

Years ended June 30,		2015		2014
Cash flows from operating activities				
Change in net assets	\$	(131,792)	\$	(226,347)
Adjustments to reconcile change in net assets to net cash	1.5	17 - 17 - 18 - 18 - 18 - 18 - 18 - 18 -		
provided by operating activities:				
Bad debts		55,291		120,590
Depreciation and amortization		647,862		553,333
Unrealized gain on investments		(5,335)		(21,770)
Loss on sale of assets				64,461
(Increase) decrease in:				
Accounts and note receivable		(25,922)		(1,461)
Pledges receivable		157,796		200,280
Prepaid expenses		4,841		(25,598)
Increase (decrease) in:				
Accounts payable		(5,038)		815
Deferred revenue		133,431		166,579
Net cash provided by operating activities		831,134		830,882
Purchase of property and equipment Payment on construction in process (Purchase of) proceeds from certificates of deposit		(382,708) - (962)		(121,013) (60,000) 479,575
Net cash (used in) provided by investing activities		(383,670)	-	298,562
Cash flows from financing activities				
Payments on capital lease obligations		(66,779)		(54,588)
Principal payments on long-term notes payable		(535,065)		(535,292)
Net cash used by financing activities		(601,844)	_	(589,880)
Net (decrease) increase in cash and cash equivalents		(154,380)		539,564
Beginning cash and cash equivalents		2,077,836		1,538,272
Ending cash and cash equivalents	\$	1,923,456	\$	2,077,836
Supplemental information:				



#### NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Holy Comforter Episcopal School, Inc. ("the School") is a Florida not-for-profit organization. The School was incorporated November 18, 2001, for the purpose of operating a tax-exempt, not-for-profit school that provides a Christian environment for quality education, within the Anglican tradition. The School seeks to support the moral development of each student through the integration of school, home, church, and community.

#### Revenue Recognition and Deferred Revenue

Tuition revenue is recognized in the School year for which the associated educational services are provided. Tuition received in advance is reported as deferred revenue, and subsequently recognized as revenue in the School year for which it is intended.

Contributions, including unconditional promises to give, are recognized at their fair value when received or promised. Contributions are recorded as unrestricted, temporarily restricted, or permanently restricted revenues, depending on the existence and/or nature of any donor restrictions. Restricted contributions released in the same year as received are reported as unrestricted.

Revenue that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

#### Accounts and Pledges Receivable

Accounts and pledges receivable are stated at amounts management expects to collect from balances outstanding at year-end. Management determines the allowance for doubtful accounts based on factors including experience and the current economic environment. All known uncollectible amounts have been written off upon determination of such status.

#### Investments in 1-1 Program Leases

The School's leasing operations consist of leasing computer equipment under direct financing leases expiring in various years through 2017. As the School provides the leasing program to benefit its students, no interest from financing is built into the lease payments and all future cash flows will directly reduce the recorded investment in 1-1 leases.

#### Property and Equipment

Property and equipment are recorded at cost for purchased items and fair market value for contributed items. Items with a value of or costing over \$500 are capitalized and depreciated, using the straight line method, over their estimated useful lives. Furnishings and equipment are depreciated over 4 to 10 years and buildings over 40 years.



## NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Property and Equipment (Continued)

The School leases certain computer equipment over various years. Management amortizes equipment held under capital using the straight line method, over their estimated useful life. Leased computer equipment is amortized over 3 years.

#### Income Taxes

The Internal Revenue Service has determined the School is exempt from income tax under Code section 501(a) of the Internal Revenue Code as a School described in section 501(c)(3). The final ruling by the Internal Revenue Service dated November 12, 2002 stated that the School is not a private foundation within the meaning of section 501(a) of the Code.

#### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

For the purpose of the statement of cash flows, the School considers all highly liquid investments available for current use with a maturity of three months or less to be cash equivalents.

#### Investments

The School reports investments in marketable securities with readily determinable fair values at their fair market value in the statements of financial position. Unrealized gains and losses from changes in the fair value of investments are reported in interest and investment income on the statements of activities.

#### **Compensated Absences**

The School provides vacation and sick leave benefits to all its full time employees as specified in its personnel policies. No liability has been recognized for compensated absences because management has determined the amount is immaterial to the financial statements taken as a whole.

#### Subsequent Events

Subsequent events have been evaluated through the date of the independent auditors' report which is the date the statements were available to be issued.

#### Reclassifications

Certain reclassifications were made within the financial statements as of and for the year ended June 30, 2014 to conform to the 2015 presentation.



#### NOTE 2 - CONCENTRATION OF CREDIT RISK

The School maintains its cash in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The school currently has deposits in excess of insured limits.

#### **NOTE 3 - ACCOUNTS RECEIVABLE**

Accounts receivable consist of tuition payments receivable at June 30, for the completed school year. Management established an allowance for doubtful accounts based on historical collection efforts and accounts written off. Accounts receivable, net consists of the following:

2015		2014
\$ 134,648	\$	114,357
(36,660)		
\$ 97,988	\$	114,357
\$	\$ 134,648 (36,660)	\$ 134,648 \$ (36,660)

Bad debts expense related to accounts receivable totaled \$42,291 and \$13,638 for the fiscal years ended June 30, 2015 and 2014, respectively.

#### **NOTE 4 - PLEDGES RECEIVABLE**

Pledges receivable are documented promises to contribute to the School's Capital Campaign IV – Building/Construction. Management evaluates pledges receivable on a periodic basis and updates the allowance for uncollectable pledges as considered necessary. Management writes off pledges it has directly identified as uncollectable. The net balance of pledges receivable consist of the following:

June 30,	2	015	2014			
	Current	Noncurrent	Current	Noncurrent		
Pledges receivable	\$ 133,654	\$ 137,840	\$ 297,597	\$ 182,081		
Less: allowance for uncollectible pledges		(22,612)		(60,000)		
Pledges receivable, net	\$ 133,654	\$ 115,228	\$ 297,597	\$ 122,081		

Bad debts expense related to pledges receivable totaled \$13,000 and \$106,952 for the years ended June 30, 2015 and 2014, respectively.

#### NOTE 5 - INVESTMENTS

Investments consist of the following:

June 30,	20	2015 201			
	Cost	FMV	Cost	FMV	
Mutual funds-fixed income securities	\$ 226,639	\$ 224,142	\$ 226,129	\$ 231,045	
Mutual funds-equity securities	79,459	127,109	69,459	114,847	
Mutual funds-REIT	9,023	21,958	9,023	21,982	
Total	\$ 315,121	\$ 373,209	\$ 304,611	\$ 367,874	
		-			



#### NOTE 5 - INVESTMENTS (Continued)

FASB ASC 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 – Significant other observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from services independent of the reporting entity.

Level 3 - Significant unobservable inputs.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair values of investments measured on a recurring basis:

June 30, 2015	Fair Value	Level 1	Level 2		Lev	rel 3
Mutual funds-fixed income securities	\$ 224,142	\$ 224,142	\$		\$	-
Mutual funds-equity securities	127,109	127,109		+		
Mutual funds-REIT	21,958			21,958		-
Total	\$ 373,209	\$ 351,251	\$	21,958	\$	-
June 30, 2014	Fair Value	Level 1	Level 2		Lev	el 3
Mutual funds-fixed income securities	\$ 231,045	\$ 230,829	\$	1.0	\$	-
Mutual funds-equity securities	114,847	114,847				-
Mutual funds-REIT	21,982			21,982		
Total	\$ 367,874	\$ 345,676	\$	21,982	\$	

Unrealized gains totaled \$5,335 and \$21,770 for the years ended June 30, 2015 and 2014, respectively.

#### NOTE 6 - INVESTMENT IN 1-1 PROGRAM LEASES

The School leases computer equipment to students through its 1-1 program. Students have the option of paying 100% of the cost up front or monthly along with the student's tuition program. Payments of various amounts are required on leases through June of 2017. Future minimum lease payments due under 1-1 lease agreements are as follows:



#### NOTE 6 - INVESTMENT IN 1-1 PROGRAM LEASES (Continued)

Years ended June 30,		
2016	\$	8,109
2017		20,571
Total future minimum lease payments	Ş	28,680

#### NOTE 7 - DEFERRED REVENUE

Deferred revenue consists of prepaid tuition and prepaid tuition insurance coverage applicable to the ensuing school year.

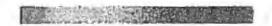
#### **NOTE 8 - NOTES PAYABLE**

On December 19, 2001 Leon County, Florida issued \$4,400,000 of Leon County, Florida Educational Facilities Revenue Bond, Series 2001 (Holy Comforter Episcopal School, Inc. Project) to pay for construction of Phase III of campus buildings. The bondholder, under an assignment agreement, is Capital City Bank of Tallahassee, Florida. Payments of principal and interest at 2.24% per annum under the related note and assignment agreement are required in the amount of \$19,745 per month with a maturity date of December 10, 2027. The School's real property and an unconditional guaranty by The Episcopal Church in the Diocese of Florida, Inc. serves as collateral for the bond issue with land and real property having a net book value of \$12,457,041 at June 30, 2015.

On October 18, 2011 the School executed a promissory note with Hancock Bank, Tallahassee, Florida, for a maximum amount of \$1,750,000 to be used for construction costs. Loan proceeds were drawn as necessary to meet construction cash flow needs. The note was collateralized by property and equipment. The note carried an interest rate of 4.12% with monthly principal and interest due. The outstanding balance of this note was paid in full during the year ended June 30, 2015.

Notes payable consisted of the following:

June 30,	2015	2014
Bond payable to Capital City Bank	\$ 2,708,654	\$ 2,881,926
Note payable to Hancock Bank		361,793
Total notes payable	2,708,654	3,243,719
Less current portion	177,090	536,282
Notes payable - noncurrent	\$ 2,531,564	\$ 2,707,437



#### NOTE 8 - NOTES PAYABLE (Continued)

Estimated maturities of notes payable for the next five years are as follows:

Years ending June 30,	
2016	\$ 177,090
2017	182,551
2018	186,604
2019	190,827
2020	195,088
Thereafter	1,776,494
Total	\$ 2,708,654

Interest expense totaled \$71,536 and \$90,084 for the years ended June 30, 2015 and 2014, respectively.

#### NOTE 9 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of assets restricted by donors to be used for a specified purpose or for a future time period. Net assets are released from temporary restriction when the assets are used for the purpose intended by the donor or when a time restriction expires. Pledges receivable which will be collected in a future time period are included in temporarily restricted net assets.

Temporarily restricted net assets consist of the following:

June 30,	2015	2014
Purpose restrictions:		
Maintenance and capital replacement	\$ 166,822	\$ 97,155
Boosters	7,088	7,298
Other purpose restrictions	43,728	38,034
Total purpose restricted net assets	217,638	142,487
Time restrictions:		
Capital campaign pledges receivable	271,494	479,678
Total temporarily restricted net assets	\$ 489,132	\$ 622,165

#### NOTE 10 - PERMANENTLY RESTRICTED NET ASSETS

The School's endowment consists of a donor-restricted fund. As required by generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.



#### NOTE 10 - PERMANENTLY RESTRICTED NET ASSETS (Continued)

Interpretation of Relevant Law - The School is governed by Florida Statute Chapter 617.2104 - Florida Uniform Prudent Management of Institutional Funds Act. The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was enacted in the State of Florida during the 2011 legislative session and has an effective date of July 1, 2012. Unless a donor imposes a restriction to the contrary, all endowment funds at the School adhere to the spending policy adopted by the School's Board of Trustees. Florida Statute does not require preservation of the fair value of the original gift, but rather specifically states that spending may include investment appreciation as well as principal.

<u>Spending Policy</u> - Funds generated from the investment of principal shall only be expended for operating costs incurred while engaging in programs directly related to the School's mission. Funds generated from the investment of principal include realized and unrealized appreciation as well as natural income from dividends, interest and realized gain.

With regard to donor-restricted endowments, the School respects and enforces the donor's restriction to preserve the historic gift value of the fund, and only allows for the expenditure of investment income in excess of the historical gift.

Permanently restricted net assets consist of the following at June 30, 2015 and 2014:

Patti L. Smith Endowment	\$ 300,000
Total permanently restricted net assets	\$ 300,000

The School classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. For the Patti L. Smith Endowment fund, the donor has stipulated that income will be distributed to the School annually, and be reported accordingly as unrestricted.

Activity of permanently restricted endowments during the year is as follows:

And the state of t		2015	2014
Endowments at July 1	\$	300,000	\$ 300,000
Investment income		6,108	18,499
Unrealized gains on investments		5,335	21,770
Allocation of investment income and			
unrealized gains to unrestricted net assets		(11,443)	(40, 269)
Endowments at June 30	\$	300,000	\$ 300,000
	application of the last of the		



#### NOTE 11 - PROGRAM AND SUPPORTING SERVICES

Total expenses per the Statement of Activities are allocated between program, management and general, and fundraising expenses as follows:

Years ended June 30,	2015	2014
Program	\$ 4,767,273	\$ 4,551,816
Management and general	1,698,982	1,719,402
Fundraising	80,998	67,073
Total expenses	\$ 6,547,253	\$ 6,338,291

#### NOTE 12 - RETIREMENT PLAN

The School's retirement plan is a non-contributory plan available to all employees who work 30 hours a week or more. The school contributes 7% of the employees' gross salary on a monthly basis. Individual contracts are issued by TIAA-CREF to the employee in their name and the accounts are fully vested and owned by the employee from the time of issuance. Retirement plan expense totaled \$203,939 and \$217,605 for the years ended June 30, 2015 and 2014, respectively.

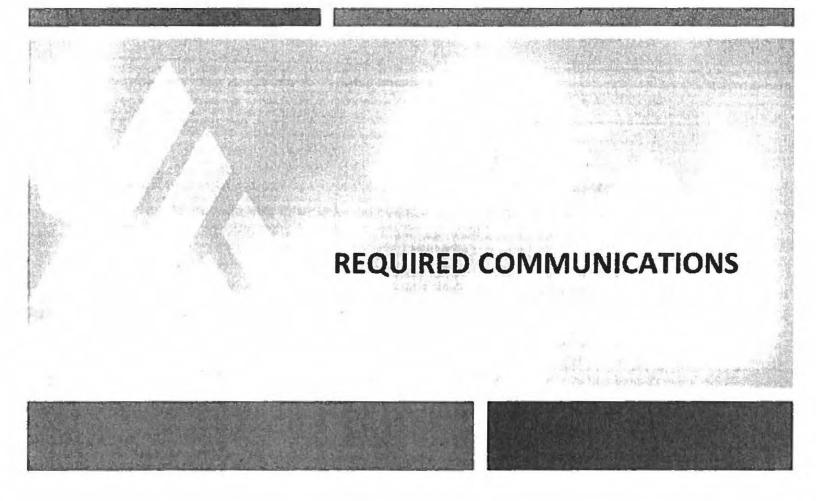
Subsequent to the School's year end, management changed providers of its retirement plan administration to Mass Mutual. Under this plan the School will contribute 7% of the employee's base salary in monthly payments. Existing and new accounts will be issued in the employee's name when created and accounts fully vest and are owned by the employee at the time of issuance.

#### **NOTE 13 - CAPITAL LEASE**

The School has acquired certain computer equipment under non-cancellable lease agreements. The computer equipment is included in property under capital lease on the statements of financial position at a cost value of \$515,865 and \$309,684 for the years ended June 30, 2015 and 2014, respectively. Monthly payments of various amounts are required on the leases through October, 2018.

Future minimum lease payments due under this lease and the present value of those future minimum payments are as follows:

Years ended June 30,	
2016	\$ 90,331
2017	90,331
2018	69,331
Total	249,993
Less amount representing interest	(13,491)
Present value of future minimum lease payments	\$ 236,502





As discussed with the Board of Trustees and management during our planning process, our audit plan represented an approach responsive to the assessment of risk for Holy Comforter Episcopal School, Inc. Specifically, we planned and performed our audit to:

- Perform audit services, as requested by the Board of Trustees, in accordance with auditing standards generally accepted in the United States of America, in order to express an opinion on Holy Comforter Episcopal School, Inc.'s financial statements for the years ended June 30, 2015 and 2014;
- Communicate directly with the Board of Trustees and management regarding the results of our procedures;
- Address with the Board of Trustees and management any accounting and financial reporting issues;
- · Anticipate and respond to concerns of the Board of Trustees and management; and
- Other audit-related projects as they arise and upon request.



We have audited the financial statements of Holy Comforter Episcopal School, Inc. for the years ended June 30, 2015 and 2014, and have issued our report thereon dated October 8, 2015. Professional standards require that we provide you with the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Auditors' responsibility under Generally Accepted Auditing Standards	As stated in our engagement letter dated June 8, 2015, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.
	As part of our audit, we considered the internal control of Holy Comforter Episcopal School, Inc. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.
Client's responsibility	Management, with oversight from those charged with governance, is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the applicable framework. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud.
Planned scope and timing of the audit	Our initial audit plan was not significantly altered during our fieldwork.
Management judgments and accounting estimates The process used by management in forming particularly sensitive accounting estimates and the basis for the auditor's conclusion regarding the reasonableness of those estimates.	L.
Potential effect on the financial statements of any significant risks and exposures Major risks and exposures facing the School and how they are disclosed.	No such risks or exposures were noted.



#### MATTER TO BE COMMUNICATED

Significant accounting policies, including critical accounting policies and alternative treatments within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles

- The initial selection of and changes in significant accounting policies or their application; methods used to account for significant unusual transactions; and effect of significant policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.
- The auditor should also discuss the auditors' judgment about the quality, not just the acceptability, of the School's accounting policies as applied in its financial reporting. The discussion should include such matters as consistency of accounting policies and their application, and clarity and completeness of the financial statements, including disclosures. Critical accounting policies and practices applied by the School in its financial statements and our assessment management's disclosures regarding such policies and practices (including any significant modifications to such disclosures proposed by us but rejected by management), the reasons why certain policies and practices are or are not considered critical, and how current and anticipated future events impoct those determinations;
- Alternative treatments within GAAP for accounting policies and practices related to including recognition, material items, measurement, presentation and disclosure alternatives, that have been discussed with client management during the current audit period, the ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the auditor; Furthermore, if the accounting policy selected by management is not the policy preferred by us, discuss the reasons why management selected that policy, the policy preferred by us, and the reason we preferred the other policy.

#### **AUDITORS' RESPONSE**

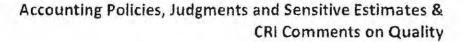
Please see Note 1 in the Notes to Financial Statements.



MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Significant difficulties encountered in the audit Any significant difficulties, for exomple, unreasonable logistical constraints or lack of cooperation by management.	None.
Disagreements with management Disagreements, whether or not subsequently resolved, about matters significant to the financial statements or auditors' report. This does not include those that came about based on incomplete facts or preliminary information.	None.
Other findings or issues  Matters significant to oversight of the financial reporting practices by those charged with governance. For example, an entity's failure to obtain the necessary type of audit, such as one under Government Auditing Standards, in addition to GAAS.	None.
Matters arising from the audit that were discussed with, or the subject of correspondence with, management Business conditions that might affect risk or discussions regarding accounting practices or application of auditing standards.	None.
Corrected and uncorrected misstatements All significant audit adjustments arising from the audit, whether or not recorded by the School, that could individually or in the aggregate have a significant effect on the financial statements. We should also inform the Board about uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented, that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Any internal control deficiencies that could have prevented the misstatements.	Please see the following section titled "Summary of Audit Adjustments."
Major issues discussed with management prior to retention Any major accounting, auditing or reporting issues discussed with management in connection with our initial or recurring retention.	None.



MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Consultations with other accountants  When management has consulted with other accountants about significant accounting or auditing matters.	None of which we are aware.
Written representations  A description of the written representations the auditor requested (or a copy of the representation letter).	See "Management Representation Letter" section.
Internal control deficiencies  Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditors' attention during the audit.	See "Internal Control Findings" section.
Fraud and illegal acts  Fraud involving senior management, the School Administrator or those responsible for internal controls, or causing a material misstatement of the financial statements, where the auditor determines there is evidence that such fraud may exist. Any illegal acts coming to the auditors' attention involving senior management and any other illegal acts, unless clearly inconsequential.	We are unaware of any fraud or illegal acts involving management or causing material misstatement of the financial statements.
Other information in documents containing audited financial statements  The external auditors' responsibility for information in a document containing audited financial statements, as well as any procedures performed and the results.	Our responsibility related to documents (including annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:  Such information is materially inconsistent with the financial statements; and  We believe such information represents a material misstatement of fact.  We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.



We are required to communicate our judgments about the quality, not just the acceptability, of the School's accounting principles as applied in its financial reporting. We are also required to communicate critical accounting policies and sensitive accounting estimates. The Board may wish to monitor throughout the year the process used to compute and record these accounting estimates. The table below summarizes our communications regarding these matters.

AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATE	COMMENTS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Expenses	The School allocates expenses between program and supporting services as required by the AICPA Audit & Accounting Guide for Not- for-Profit Entities.	x	The School reports expenses based on its functional classification.  The allocation between program and supporting services is based on a combination of direct and indirect allocation of expenses. Indirect expenses are allocated between program and supporting services based on employee time records and square footage.	The School's allocation policies appear to be in accordance with the applicable accounting guidelines.
Asset, Liability, and Expense	The School periodically enters into capital lease agreements, which require estimates of the useful life of leased property and valuation of the leased property.	X	The School records a lease obligation that is reduced over the life of the lease agreement based on cash flows. The School also records an asset that is amortized over the estimated useful life of the leased property.	The School's policies appear to be in accordance with the applicable accounting guidelines.



### Summary of Audit Adjustments

#### QUALITATIVE MATERIALITY CONSIDERATIONS

In evaluating the materiality of audit differences when they do arise, we consider both quantitative and qualitative factors, for example:

- Whether the difference arises from an item capable of precise measurement or whether it arises from an estimate, and, if so, the degree of imprecision inherent in the estimate.
- Whether the difference masks a change in earnings or other trends.
- · Whether the difference changes a net decrease in assets to addition, or vice versa.
- Whether the difference concerns an area of the School's operating environment that has been identified as playing a significant role in the School's operations or viability.
- Whether the difference affects compliance with regulatory requirements.
- Whether the difference has the effect of increasing management's compensation for example, by satisfying requirements for the award of bonuses or other forms of incentive compensation.
- Whether the difference involves concealment of an unlawful transaction.



### Summary of Audit Adjustments

During the course of our audit, we accumulate differences between amounts recorded by Holy Comforter Episcopal School, Inc. and amounts that we believe are required to be recorded under GAAP. Those adjustments are either recorded (corrected) by the School or passed (uncorrected).

	Account	Description	W/P Ref	Debit	Credit
2 40 0 40			2042		
	g Journal Entries JE		3202		
	ovided - To allocate su	spense to appropriate			
accounts	1330	Prepaid expenses		2.844.00	
	5121	Administrative:Finar	15.00		
	5320	Buildings and Groun	237.00		
	5555		s: Middle School IS: Building 7 Middle School	1,122,00	
	9079		E/Field Trips/Reimburseables	311.00	
	4050	Interest Received	Di leio Imparientatatata	011.00	8.00
	8079	Other Income: ACE/		360.00	
	9999	Suspense	Total Triport territoriosocios		4,161.00
Total		-346-03		4,529.00	4,529.00
Adjusting	g Journal Entries JE	# 2	3204		
	ovided - To reclass cur		52.04		
term debt		rem portion of using			
terni dept	2905	Phase III Bond Fina	ncina	177,090.00	
	2600	Current Portion of L		177,000,00	177,090.00
Total	2000	Carron, orthonor c	. 505	177,090.00	177,090.00
	g Journal Entries JE		3203		
Client Pro	ovided - To record rem	ission for Q4.			
	5701	Payroll Expenses:Ad	Iministrators Salani	17,104.00	
	5702		erical Support Salary	2,982.00	
	5703	Payroll Expenses in		61.885.00	
	5700	Payroll Expenses	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*	81,971.00
Total				81,971.00	81,971.00
Adjusting	Journal Entries JE	# 4			
Company of the second	equity balances to pri				
	3001	Temporarily Restrict	ed	11,239.00	
	3900	Retained Earnings	00	1.009.00	
	3900	Retained Earnings		2,949.00	
	3900	Retained Earnings		5,756.00	
	3900	Retained Earnings		4,043.35	90.00
	3900	Retained Earnings			11,239.00
	5150	Administrative:Office	Supplies		9,624.00
Total				20,953.00	20,953.00
Ad)ustino	Journal Entries JE	# 5	5601		
	sify replacement cost		24.50		
-0.0	due to lightning strike	the state of the s			
	5145		Equipment Maint/Repairs	82,245.00	
	1535	Furniture & Equipme			25,907.00
	1540	Computer Equipmen			56,338.00
Total				82,245.00	82,245.00
Adjusting	Journal Entries JE	# 6	7101		
To reclass	sify insurance reimbur	sement for expense			
	lue to lightning strike.				
	4038	Other School Income	e:Other School Income	82,245.00	
The same of	5145	Administrative: Office	Equipment Maint/Repairs		82,245.00
Total			The second second	82,245.00	82,245.00



# Summary of Audit Adjustments (Continued)

Adjustin	g Journal Entries	JE# 7			
		fy prior year construction			
	s to building impro-				
90,600,000	1516	Buildings: Building	Improvements	60,000,00	
	1519	Buildings:Construc			60,000.00
Total			was builded and	60,000.00	60,000.00
24	No. COMPARED	0.63	90.0		
	g Journal Entries		4602		
		urrent year expense to			
calculated	depreciation sche 9600			400 000 00	
	1599	Depreciation Accumulated Depr	ncintina	196,682.00	400 000 00
Total	1383	Accumulated Dept	eciation	196,682.00	196,682.00
,				100,002.00	150,002.00
Adjusting	Journal Entries	JE# 9	4220		
Client Pro	vided - To adjust a	llowance for higher risk			
pledge red		20070; (65% 2806) (650)			
	9800	Uncollectible Pledg	es	13.000.00	
- 14	1340	Allowance Uncolled	tible Pledges		13,000.00
Total				13,000.00	13,000.00
Adluntion	Invent Entrine	E # 45	4202		
	Journal Entries		4202		
uncollecta		nanagements estimate of			
OHCOMOTA	9700	Bad Debt - tuition		36,660,00	
	1341	Allowance for Unco	ilectable Tuition	30,000.00	36,660.00
Total	75.00	1,		36,660.00	36,660.00
Adjusting	Journal Entries	E# 11	5455		
		purchase and activity			
for the year					
	1601	Property under cap		283,596.00	
	2801 5905	Obligations under o		70,899.00	
	9600	Technical:Compute Depreciation	Leases	4,744.00	
	1309		celvable:A/R 1-1 Computers	68,727.00	75,643.00
	1602	Accumulated Amor			68,727.00
	2801	Obligations under o			283,598.00
Total		The second of the second	30, 37, 37, 47, 47, 47, 47, 47, 47, 47, 47, 47, 4	427,966.00	427,966.00
A COMPANY	0-1-10-2-1-2-1	200 100	A West		
	Journal Entries J		5455		
10 record	nistorical capital lea	ase activity for the year.			
	2801	Obligations under c	anilal loges	7,117.00	
	9600	Depreciation	opitor tease	67,453.00	
	1602	Accumulated Amort	ization	0.1,00.00	67,453.00
	5905	Technical:Compute	Leases		7,117.00
Total				74,570.00	74,570.00
1.12			2000		
and the same of th	Journal Entries J		5451		
To balance	capital lease acco	unts for current portion			
	2801	Obligations under c	anilal large	81,813 00	
	2310	Current lease obliga		81.813.00	44.315.00
	5905	Technical:Computer			37,498.00
Total				81,813.00	81,813.00
	Journal Entries J				
	managements esti	mate of 1-1 lease			
activity				28 425 34	
	1309		eivable:A/R 1-1 Computers	24.971.00	
Total	4038	Other School Incom	e:Other School Income	24,971.00	24,971.00 24,971.00
15.01				24,57 1.00	24,371.00
Adjusting	Journal Entries JI	# 15			
		financial 1-1 leases			
o control o		The state of the state of			
	1660	Current Portion - Inv	estment in 1-1 Lease	8,109.00	
	1661		Investment in 1-1 Lease	20,571.00	
	4038		e:Other School Income	48,735.00	46, 34112
Total	1601	Properly under capit	al lease	75.45.55	77,415.00
Total				77,415.00	77,415.00
			- 23 -		



### Management Representation Letter



October 8, 2015

Carr, Riggs & Ingram, Inc 1713 Mahan Drive Tallahassee, FL 32308

This representation letter is provided in connection with your audit of the financial statements of Holy Comforter Episcopal School, Inc., which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U S GAAP)

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of October 8, 2015, the following representations made to you during your audit

#### Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 8, 2015, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misslatement, whether due to fraud or error
- We acknowledge our responsibility for the design implementation and maintenance of internal control to prevent and detect fraud
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the Organization's accounts. In this case, no representation about uncorrected misstatements is necessary.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.



# Management Representation Letter

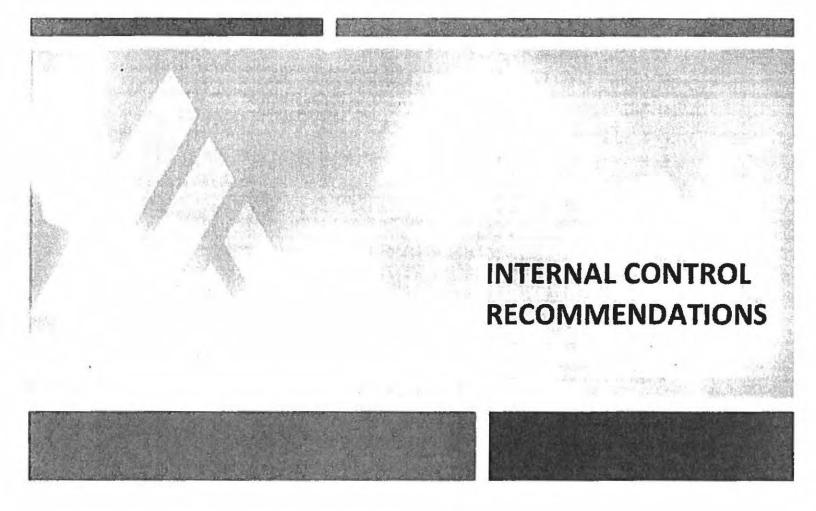
- 10) Material concentrations have been appropriately disclosed in accordance with U.S. GAAP
- 11) Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP

#### Information Provided

- 12) We have provided you with
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
  - b) Additional information that you have requested from us for the purpose of the audit
  - c) Unrestricted access to persons within the Organization from whom you determined it necessary to obtain
  - d) Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 13) All material transactions have been recorded in the accounting records and are reflected in the financial slatements
- 14) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud
- 15) We have no knowledge of any fraud or suspected fraud that affects the Organization and involves
  - a) Management,
  - b) Employees who have significant roles in internal control, or
  - c) Others where the fraud could have a material effect on the financial statements
- 16) We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, grantors, regulators, or others
- 17) We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements
- 18) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments
- 19) We have disclosed to you the identity of the Organization's related parties and all the related-party relationships and transactions of which we are aware
- The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral
- 21) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us
- 22) Holy Comforter Episcopal School, Inc is an exempt organization under Section 501(c)3 of the Internal Revenue Code Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date

Signature:

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# Internal Control Findings

The Board of Trustees and Management of Holy Comforter Episcopal School, Inc.

In planning and performing our audit of the financial statements of Holy Comforter Episcopal School, Inc. as of and for the years ended June 30, 2015 and 2014 in accordance with auditing standards generally accepted in the United States of America, we considered Holy Comforter Episcopal School, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We consider the following deficiencies in Holy Comforter Episcopal School, Inc.'s internal control on the following schedule to be material weaknesses in internal controls as it relates to the preparation of financial statements.

This communication is intended solely for the information and use of management and Board of Trustees, and is not intended to be, and should not be, used by anyone other than these specified parties.

Can Rigge & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

October 8, 2015



# Internal Controls

The following legend should be used in conjunction with reviewing the "Rating" of each of the identified internal control items:

IP =	D=	SD = ·	MW =
Improvement Point	Control Deficiency	Significant Deficiency	Material Weakness

ITEM	RATING	AREA	ITEM NOTED	SUGGESTION	MANAGEMENT ACTION
1	MW	Reporting	During our audit, we proposed various entries in order for the financial statements to be fairly stated in accordance with GAAP.  Management relies on us to prepare the financial statements and related note disclosures.	Management should review the adjustments made by us during the audit, and include them in the year end closeout procedures in future years.	Management believes the policy stated in the Item Noted column is the most cost-effective approach to prepare the annual financial statements in accordance with GAAP, since the School does not employ a certified public accountant.
2	MW	Assets Liabilities Expense	During the audit we identified misstatements of capital lease obligations, the associated asset and expense accounts.	We recommend management establish a procedure to record and reconcile capital lease activity throughout the year.	Management has reviewed the results of the finding noted and concurs with the assessment of the issues identified.  Management will design a new procedure to reconcile the balances associated with capital leases.

#### 2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N01000007425

Current Principal Place of Business:

Entity Name: HOLY COMFORTER EPISCOPAL SCHOOL, INC.

ity Name: HOLY COMPONTEN EPISCOPAL SCHOOL,

2001 FLEISCHMANN RD. TALLAHASSEE, FL 32308

**Current Mailing Address:** 

2001 FLEISCHMANN RD. TALLAHASSEE, FL 32308

FEI Number: 59-3325917 Name and Address of Current Registered Agent:

BREWSTER, JAMES R 541 NORTH MONROE ST., STE. 203 TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Attachment #5

FILEDPage 110 of 113

Jan 29, 2018

Secretary of State

CC3891195566

Certificate of Status Desired: No

Officer/Director Detail:

Title P Title VP

Name KLEKAMP, PETER M Name HAGEN, BRENDA

Address 1750 MARSTON PLACE Address 3057 FERMANAGH DRIVE
City-State-Zip: TALLAHASSEE FL 32308 City-State-Zip: TALLAHASSEE FL 32309

Title S Title

Name PARRISH, JANET Name EWING, BRETT

Address 2823 WHITTINGTON DRIVE Address 2528 BARRINGTON CIRCLE #1
City-State-Zip: TALLAHASSEE FL 32309 City-State-Zip: TALLAHASSEE FL 32308

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

Electronic Signature of Signing Officer/Director Detail

SIGNATURE: PETER M. KLEKAMP

01/29/2018 Date

PRESIDENT

Fiscal Year	2018	2019	2020	2021	2022	2023
Beginning Cash Balance	3,075,216.00	3,297,621.00	3,420,614.04	3,544,718.17	3,707,490.29	4,108,526.15
Assumed Growth Rate	-	1.790%	5.363%	1.311%	2.009%	5.093%
Inflows:						
School Activities	6,769,817.00	6,890,999.00	7,260,569.00	7,355,721.00	7,503,531.00	7,885,695.00
Capital Campaign						
Pledges (1)	380,000.00	380,000.00	380,000.00	380,000.00	380,000.00	
Outflows:						
School Activities (3)	6,298,165.00	6,459,963.00	6,734,695.00	6,820,095.00	6,942,877.00	7,220,923.00
Additional Revenue Available for Debt Service	851,652.00	811,036.00	905,874.00	915,626.00	940,654.00	664,772.00
Existing Bond - Additional Payment (1)	380,000.00	380,000.00	380,000.00	380,000.00	126,666.64	
Existing Bond - Regular Payments (2)	249,247.00	241,510.08	188,985.84	130,450.86	49,733.58	
New Bond		66,532.88	212,784.03	242,403.02	363,217.92	363,217.92
Debt Service	629,247.00	688,042.96	781,769.87	752,853.88	539,618.14	363,217.92
MADS	781,769.87	781,769.87	781,769.87	752,853.88	539,618.14	363,217.92
Coverage	1.09	1.04	1.16	1.22	1.74	1.83
Required "Draw" on Cash Balance to meet 1.1x	8,294.86	48,910.86	-	-	-	-
Ending Cash Balance	3,297,621.00	3,420,614.04	3,544,718.17	3,707,490.29	4,108,526.15	4,410,080.23

<sup>(1)</sup> Capital campaign pledges required to be utilized to expedite repayment of the existing variable rate bonds. Shown as additional payments on this schedule

<sup>(2)</sup> Existing bonds reprice each December for the following twelve months

Bond payments are recast at that time based on the then outstanding balance of the loan over the remaining loan amortization period

<sup>(3)</sup> Cash outflows for school activity

Fiscal Year	2024	2025	2026	2027	2028	2029
Beginning Cash Balance	4,410,080.23	4,700,229.72	4,978,634.93	5,244,949.93	5,498,822.49	5,739,893.97
Assumed Growth Rate	1.000%	1.000%	1.000%	1.000%	1.000%	1.000%
Inflows:						
School Activities	7,964,551.95	8,044,197.47	8,124,639.44	8,205,885.84	8,287,944.70	8,370,824.14
Capital Campaign						
Pledges (1)						
Outflows:						
School Activities (3)	7,311,184.54	7,402,574.34	7,495,106.52	7,588,795.36	7,683,655.30	7,779,700.99
Additional Revenue Available for Debt Service	653,367.41	641,623.13	629,532.92	617,090.48	604,289.40	591,123.15
Existing Bond - Additional Payment (1)						
Existing Bond - Regular Payments (2)						
New Bond	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92
Debt Service	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92
MADS	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92
Coverage	1.80	1.77	1.73	1.70	1.66	1.63
Required "Draw" on Cash Balance to meet 1.1x	-	-	-	-	-	-
Ending Cash Balance	4,700,229.72	4,978,634.93	5,244,949.93	5,498,822.49	5,739,893.97	5,967,799.20

Fiscal Year	2030
Beginning Cash Balance	5,967,799.20
Assumed Growth Rate	1.000%
Inflows:	
School Activities	8,454,532.39
Capital Campaign	
Pledges (1)	
Outflows:	
School Activities (3)	7,876,947.25
Additional Revenue Available for Debt Service	577,585.14
Existing Bond - Additional Payment (1)	
Existing Bond - Regular Payments (2)	
New Bond	363,217.92
Debt Service	363,217.92
MADS	363,217.92
Coverage	1.59
Required "Draw" on Cash Balance to meet 1.1x	-
Ending Cash Balance	6,182,166.42



March 13, 2018

# Memorandum

**To:** Leon County Finance Advisory Committee:

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

Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Financial Stewardship

Jordan Steffens, Finance Director

From: Jeremy Niedfeldt, PFM Financial Advisors LLC

RE: Holy Comforter Episcopal School – Private Activity Bond Application

#### **Executive Summary**

As financial advisor to Leon County (the "County"), PFM Financial Advisors LLC ("PFM") has reviewed the proposed issuance of not to exceed \$6,000,000 Educational Facilities Revenue Bond, Series 2018 (the "Bond") for the purpose of financing certain improvements to Holy Comforter Episcopal School, Inc. (the "Company"). The School was established in 1955 and the Company became incorporated as a Florida Not for Profit Corporation in 2001, immediately prior to the issuance of a private activity bond as conduit debt in the amount of \$4.4 million on December 19, 2001. The School currently has over 550 students in PK – 8<sup>th</sup> grade, and is located in Northeast Tallahassee, FL. The Bond is being issued for the purpose of financing the acquisition, constructing and equipping of improvements to Holy Comforter Episcopal School constituting a new cafeteria and performing arts building (the "Project") as more particularly described below. The Bond is being sold via private placement to Capital City Bank (the "Bank").

As financial advisor to the County, PFM is required to review all conduit bond financings for the County prior to a formal recommendation by the County's Finance Advisory Committee (the "Committee") for final approval by the Leon County Board of County Commission (the "Board"). Pursuant to the policy set forth in the Leon County Conduit Financing Policy No. 08-3, we have reviewed the proposed issuance of the Bonds for the purposes of: (1) assessing the financial position of the Company and its ability to pay debt service on the proposed Bond, (2) examining the categorization of debt and determining that criteria for issuing debt under one of the appropriate following three criteria are met for the bond (rated and/or enhanced debt, system debt, or other financings) and (3) identifying any risks and mitigating factors related to the proposed financing.

PFM has reviewed the financing structure and terms of the Bond and based on the Bond being privately placed with Capital City Bank—a Sophisticated Investor—we believe the County's Finance Advisory Committee has the information necessary to feel comfortable allowing the process to move forward towards approval by the Board for issuance of the Bond based on the proposed structure. Prior to formal approval of the Board being made, PFM recommends the following conditions to be met while documents are being drafted. (1) Information provided to allow for a review of the Company's pro-forma with projected impact of the 2018 Bond on debt service coverage to show at least 1.10x projected maximum annual



aggregate debt service coverage, and (2) that Capital City Bank will certify that they are an accredited investor to comply with the Sophisticated Investor requirement before issuance of the Bond can take place. The balance of this report will provide further detail on the transaction structure.

#### **Overview of Proposed Transaction**

The following summarizes the terms and conditions of the Bond.

- Par Amount: Not to exceed \$6,000,000.
- Purpose: The Bond is being issued for the purpose of financing the acquisition, constructing and equipping of improvements to Holy Comforter Episcopal School constituting a new cafeteria and performing arts building, along with improvements to the drop-off area and acquisition of certain kitchen equipment. The project cost, including issuance expenses, is estimated to be approximately \$7.38 million with as much as \$1.5 million to be contributed from pledge drive funds.
- Security/Collateral: In order to secure the payment of principal of and interest on the Bond, the Borrower will pledge as collateral the School's real and personal property along with an unconditional guaranty by the Episcopal Church in the Diocese of Florida, Inc. with the land and real property having a net book value of over \$11 million on June 30, 2017 (according to notes in the Company's most recent financial statements). The Bond is being issued on parity with the Series 2001 (the "2001 Bond") also held by Capital City Bank with a current estimated outstanding balance of \$2,228,000 (according to the Bank's term sheet), and the two bonds will effectively be cross-collateralized.
- Structure: The Bond will be issued as a private placement with the Bank, at a fixed interest rate of 3.52% over the initial 10-year period (based on a taxable equivalent rate of 4.45% fixed for 10-years). The Bond will then reset annually based on the following formula: 79% x [the then 1-year Treasury Security Constant plus a 3.00% margin] with a floor of 3.52%. The Bond will also include yield maintenance language which will be effective if a change in Federal Corporate Tax Rate were to negatively impact the Bank's benefit of owning a bank qualified tax exempt bond.
- Term and Payment Structure: The 2018 Bond will be issued as a draw-down Bond, with a not-to-exceed par amount of \$6,000,000. Payments of interest only over the initial 3-years will be made monthly, with monthly payments of both principal and interest starting in month 37 and amortizing the loan of over the subsequent 25-years (300 months). It is anticipated that the final maturity will be approximately April 1, 2046.
- Estimated Annual Debt Service: Based on preliminary financing assumptions provided by the Bank, the aggregate annual net debt service will increase each year as interest accruals grow on draws made on the Bond. In years 4-10, the estimated monthly payments at a rate of 3.52% for a deal structured to achieve level principal and interest payments over 25-years at the same rate, would be \$30,268.16 (or \$363,217.92 annually). These figures are subject to change based on changes in the proposed interest rate as a result of changes in the Federal Corporate Tax Rate (lowered from current 21%) and based on potential increases in market interest rates for future re-pricings after year 10 as market conditions change.



Other Covenants: Pledge campaign receipts associated with the School's capital
fundraising campaign associated with this expansion project will be required to be
submitted to the bank on at least a quarterly basis and utilized to reduce the
outstanding principal balance on the 2001 Bond. Quarterly pledge accounting to be
provided to the Bank until the earlier of: 1) the end of the pledge campaign (\$1.5
million); or 2) 2001 Bond being paid-off.

#### Considerations

PFM's credit review was limited to a review of the Company's audited financial statements for fiscal years ended June 30, 2014 through June 30, 2016; Leon County Application for Financing (with attachments); Bank Term Sheet included in the commitment for financing; as well as the cover letter submitted along with a draft resolution which includes the memorandum of agreement for issuance of educational facility revenue bond as an exhibit. PFM has also reviewed the Loan Agreement associated with the 2001 Bond. PFM has not reviewed drafts of the 2018 Loan Agreement or Bond, as we understand those documents are currently being drafted in a form consistent with the 2001 Bond. PFM has not been engaged and has not undertaken to provide independent verification of the accuracy, completeness or fairness of this information.

Given the substantial increase in the amount of debt of the Borrower upon the issuance of the Bonds, PFM's review paid particular attention the various assumptions in the Audited financials (included in the application) on how cash flow will be impacted by such issuance. One of the major assumptions made in the financial projections is that pledge drive monies are received in a manner consistent with management's plans, and interest costs are offset during the construction period by reduced interest expense on the 2001 Bond. The Company will also eliminate some interest expense during the draw-down period while using interim funding on its revolving line of credit to manage cash during the construction period.

Under no circumstances does the County have any financial obligation as it relates to payment of debt service on the Bond. As such, the issuance of the Bond should not have any adverse effect on the County's financial position.

The primary risk with the issuance of the proposed Bond is the risk related to the Company's ability to (i) complete construction of the Project over the next three years and on budget, (ii) have pledged monies come-in as scheduled to allow for pre-payment on the 2001 Bond, which will ultimately provide for much of the capacity needed for the issuance of additional debt, and (iii) ultimately make timely debt service payments on the 2018 Bond.

PFM has reviewed the financial information provided by the Company. Based on this information, it is our opinion that the Company is well positioned to make the timely payment of debt service and if there is a failure to make payments there is no financial obligation on the part of the County to pay any shortfall. Additionally, the Bank and Company appear to have established some sound tools to manage risks through project completion while allowing the Company to actively manage cash through the construction period. It should be noted that the Company's cash balance as of June 30, 2017 is in excess of \$3.2 million, or more than twice the cash balance reported on June 30, 2013.



#### Recommendation

Based on PFM's review of the financing structure and terms, it is our recommendation that the Committee recommend that the Board approve the issuance of the Bond once the School satisfies the threshold standards for System Debt in accordance with Leon County Conduit Financing Policy (Outlined below):

- 1. Capital City Bank will certify that they are an Accredited Investor
- 2. The Company can demonstrate coverage of at least 1.10x max annual aggregate debt service on a pro-forma basis

#### **Disclosure**

PFM's services with respect to the issuance of the Bonds are limited solely to the matters set forth in the Leon County Conduit Financing Policy. The scope of such review does not include all matters that would normally be addressed by PFM for bonds secured by revenues of the County. In particular, PFM is not providing any opinion on the fairness of the interest rates on the Bonds or the various cost of issuing the Bonds, including the underwriter's discount. Our findings are limited to financial matters and we express no opinion as to any legal issues, including satisfaction of statutory requirements or compliance with regulatory rules or procedures.

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #12** 

# **Leon County Board of County Commissioners**

Agenda Item #12

**April 10, 2018** 

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

From: Vincent S. Long, County Administrator

Herbert W.A. Thiele, County Attorney

**Title:** First and Only Public Hearing to Consider an Ordinance to Amend the Leon

County Charter to Provide for a Code of Ethics Upon Voter Approval at the

November 6, 2018 General Election

Review and Approval: Vincent S. Long, County Administrator	
	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator LaShawn D. Riggans, Deputy County Attorney
Lead Staff/ Project Team:	Heather Peeples, Special Projects Coordinator

# **Statement of Issue:**

This item requests the Board to conduct the first and only public hearing to consider an Ordinance that will amend the Leon County Charter to provide for a Code of Ethics for members of the Board and its employees, as well as to all members of appointed board and committee created by the Board, upon voter approval at the November 6, 2018 General Election. The Board directed staff to prepare the proposed Ordinance at its February 27, 2018 meeting.

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

#### **Staff Recommendation:**

Option #3: Board direction.

April 10, 2018

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#### **Report and Discussion**

## **Background:**

On November 5, 2002, the citizens of Leon County adopted a Home Rule Charter, which provides for full home rule authority under the law and citizen determination of the structure, powers, and functions of county government. The Leon County Charter outlines the roles and responsibilities of the County's constitutional officers, the County's relationship with its municipalities, and provides for a separate executive and legislative branch under the council-manager form of government. The Charter also establishes the process for amending the Charter, one of which is through a Citizen Charter Review Committee (CCRC).

Pursuant to Section 5.2 (2)(A) of the Leon County Charter, a CCRC must be convened every eight years, for the purpose of reviewing the Charter and proposing any amendments or revisions thereto for the Board's consideration. At the Board's meeting of October 10, 2017, the Board appointed 14 citizens to the 2017-2018 CCRC as follows:

Lee Hinkle, Chair

Kim Williams, Vice Chair

Reginald Ellis

Michael Eurich

Neil Fleckenstein

William Graham

Kenneth Hart

Shane Hopkins

Catherine Jones

Casey Perkins

Anice Prosser

Jay Revell

Gordon Thames

Ted Thomas.

The CCRC conducted six meetings and three public hearing between November 9, 2017 and February 8, 2018. At the CCRC's final public hearing, the CCRC approved a Final Report for transmittal to the Board, which recommended two Charter amendments for placement on the November 6, 2018 General Election ballot, including the following:

- 1. Proposal to provide a Code of Ethics requirement in the Leon County Charter; and
- 2. Proposal to modify the hiring/firing process for the County Attorney.

On February 27, 2018, the Board accepted the CCRC's Final Report and directed staff to schedule a public hearing on April 10, 2018 for a proposal to provide a code of ethics requirement in the Leon County Charter.

April 10, 2018

Page 3

#### **Analysis:**

A "Code of Ethics" sets clear expectations governing the behavior of the individuals of an organization. However, while Leon County has a strong ethics policy, the current policy is neither included nor referenced in the Leon County Charter.

In July 2002, to provide further specification related to ethical standards for Leon County Commissioners and employees, the Board adopted the Leon County Policy No. 03-05 "Ethics Code." The County's "Ethics Code" is applicable to the Board of County Commissioners, County employees, and members of appointed boards and committees. The policy has been amended three times to further promote transparency and address potential conflicts including the addition of provisions related to real estate transactions. Additionally, in support of the County's existing policy, the County recently produced and distributed *The Code of Ethics Guide – An Ethics "Field Manual for Employees* in a continuous effort to provide guidance and assistance to County employees.

The National Association of Counties (NACo) encourages counties to adopt a local code of ethics to provide a framework for acceptable behavior in order to eliminate ethical misunderstandings and increase accountability. In addition, Section 112.326 Florida Statutes prescribes that nothing in statute prohibits local governments from imposing additional or more stringent standards of conduct or disclosure than Florida law as long as the requirements do not conflict with state law.

Of the 20 charter counties in Florida, seven have provisions in their charter that require the adoption of an ethics ordinance: (1) Broward, (2) Clay, (3) Duval, (4) Miami-Dade, (5) Palm Beach and (6) Seminole. In addition, (7) Orange County, includes the specific provisions of their "Code of Ethics" within the county charter. The applicability of the ethics provisions varies by charter to include county commissioners, appointed officials, constitutional officers, and/or employees. It is the County Attorney's Office opinion that the County can only impose a "Code of Ethics" on their *own* officers and employees and that same cannot be imposed on Constitutional Officers. Consequently, the Committee recommended the adoption of a "Code of Ethics" applicable only to the Board of County Commissioners and its employees, as well as to all members of appointed boards and committees.

As Board Policy, the County's Code of Ethics visibility and importance can be elevated through inclusion in the County's Charter. Inclusion in the County's Charter can be achieved by either requiring an ethics code be adopted by a local ordinance or by placing the full ethics code within the Charter. The Committee has proposed adoption through local ordinance in order to preserve the County's ability to be responsive to the needs of the community by allowing future changes to be made by ordinance rather than charter amendments. This approach is similar to how the Florida Constitution addresses ethics by providing broad ethical standards and requiring a code of ethics be adopted as state law.

April 10, 2018 Page 4

The proposed Ordinance (Attachment #1) will amend the Leon County Charter to provide for a Code of Ethics upon approval of the voters at the November 6, 2018 General Election. The proposed Ordinance specifically adds a new Section 2.5 to Article II of the Charter pertaining to the organization of County government. The language in the proposed Ordinance replicates the language posed by the CCRC and reads as follows:

#### Sec. 2.5. Code of Ethics.

In order to provide a high level of transparency and ethical conduct under charter government, the Board of County Commissioners shall enact by ordinance a Code of Ethics no later than the first County Commission meeting in December 2019. The Code of Ethics shall prescribe standards of conduct for members of the Board of County Commissioners and its employees, as well as to all members of appointed boards and committees that have been created by the Board of County Commissioners. The Code of Ethics shall supplement and not contradict or supersede any statutory or administrative standards of conduct which apply to any such officer or employee. The Code of Ethics shall include, but is not limited to, standards of conduct, provisions defining offenses, prescribing penalties within the limits allowed by law, and establishing lobbyist regulations. The Code shall not conflict with the power of the Governor to suspend county officers or of the Senate to remove them from office, or the power of the people to recall them from office.

The proposed Ordinance also sets forth the ballot title and ballot summary that will be posed to the voters for a yes or no vote. Pursuant to Section 101.161(1), Florida Statutes, the ballot summary is limited to no more than 75 words in length, and the ballot title is limited to no more than 15 words in length.

Pursuant to Section 125.66(2)(a), Florida Statutes, the Board must conduct one public hearing to consider and adopt the Ordinance. Notice of the public hearing was timely published as required by the statute (Attachment #2).

As these Charter amendments are proposed by the CCRC, the Ordinance must be adopted by an affirmative vote of a simple majority of the membership of the Board in order to proceed to the ballot for consideration by the voters at the November 6, 2018 General Election.

April 10, 2018

Page 5

## **Options:**

- 1. Conduct first and only public hearing and adopt Ordinance to amend the Leon County Charter to provide for a Code of Ethics upon voter approval at the November 6, 2018 General Election (Attachment #1).
- 2. Conduct first and only public hearing and do not adopt Ordinance to amend the Leon County Charter to provide for a Code of Ethics upon voter approval at the November 6, 2018 General Election.
- 3. Board direction.

## **Recommendation:**

Option #3: Board Direction.

#### Attachments:

- 1. Proposed Ordinance
- 2. Notice of public hearing

2	
3	AN ORDINANCE OF THE BOARD OF COUNTY
4	COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING
5	THE HOME RULE CHARTER OF LEON COUNTY, FLORIDA;
6	AMENDING ARTICLE II, ORGANIZATION OF COUNTY
7	GOVERNMENT; ADOPTING SECTION 2.5 TO BE ENTITLED
8	CODE OF ETHICS; PROVIDING FOR A BALLOT QUESTION
9	TO BE POSED TO THE LEON COUNTY ELECTORATE AT THE
10	SPECIAL ELECTION ON NOVEMBER 6, 2018; PROVIDING
11	FOR THE BALLOT QUESTION FORM; PROVIDING FOR
12	FURTHER AUTHORIZATION; PROVIDING FOR
13	SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,

ORDINANCE NO. 2018-

16 that:

**Section 1.** Article II of the Home Rule Charter of Leon County, Florida, is hereby amended by adding a section to be numbered Section 2.5, which section reads as follows:

### Sec. 2.5. Code of Ethics.

In order to provide a high level of transparency and ethical conduct under charter government, the Board of County Commissioners shall enact by ordinance a Code of Ethics no later than the first County Commission meeting in December 2019. The Code of Ethics shall prescribe standards of conduct for members of the Board of County Commissioners and its employees, as well as to all members of appointed boards and committees that have been created by the Board of County Commissioners. The Code of Ethics shall supplement and not contradict or supersede any statutory or administrative standards of conduct which apply to any such officer or employee. The Code of Ethics shall include, but is not limited to, standards of conduct, provisions defining offenses, prescribing penalties within the limits allowed by law, and establishing lobbyist regulations. The Code shall not conflict with the power of the Governor to

1 suspend county officers or of the Senate to remove them from office, or the power of the people 2 to recall them from office. 3 Section 2. Ballot Question To Be Presented To Electorate. 4 The proposed amendments to the Home Rule Charter of Leon County, Florida, shall be 5 presented to the qualified Leon County electorate by placing the question of whether to adopt 6 same on the ballot at the special election to be held on November 6, 2018. 7 Section 3. Ballot Question Form. 8 The question on the ballot shall be substantially in the following form: 9 **CODE OF ETHICS AS PROPOSED BY** 10 THE CITIZEN CHARTER REVIEW COMMITTEE 11 12 Question 13 14 Shall the Home Rule Charter of Leon County, Florida be amended to provide for the enactment by ordinance of a Code of Ethics to prescribe 15 16 standards of conduct for members of the Board of County Commissioners, County employees, and members of appointed boards 17 and committees created by the Board of County Commissioners, no later 18 19 than the first County Commission meeting in December 2019? 20 21 Yes for Approval 22 23 No for Rejection 24 25 Section 4. Further Authorization. 26 The Board of County Commissioners of Leon County, Florida, is authorized to adopt all 27 resolutions and take all actions necessary in order for this Charter amendment referendum to be 28 properly placed on the ballot for the special election of November 6, 2018. Said referendum 29 shall be conducted according to the requirements of law governing referendum elections in the 30 State of Florida. 31

1	Section 5. Severability.	
2	If any word, phrase, clause, section or	r portion of this ordinance shall be held invalid or
3	unconstitutional by a court of competent juri	sdiction, such portion or words shall be deemed a
4	separate and independent provision and su	ch holding shall not affect the validity of the
5	remaining portions thereof.	
6	Section 6. Effective Date.	
7	This ordinance shall have effect upon	becoming law, but shall be of no further force or
8	effect if the proposed Charter amendments	are not duly approved at the November 6, 2018,
9	special election. The amendments to the l	Home Rule Charter of Leon County, Florida, as
10	proposed by this Ordinance, shall become effe	ective January 1, 2019, if the Charter amendment is
11	approved by a "yes" vote by a majority of the	ose duly qualified electors voting on the question
12	posed at the November 6, 2018, referendum.	
13	DULY PASSED AND ADOPTED E	BY the Board of County Commissioners of Leon
14	County, Florida, this 10th day of April, 2018.	
15 16 17 18 19	E	LEON COUNTY, FLORIDA
20 21 22 23		Nick Maddox, Chairman Board of County Commissioners
24 25 26 27	ATTESTED BY: GWENDOLYN MARSHALL, CLERK OF THE COURT & COMPTROLLER LEON COUNTY, FLORIDA	
28 29 30 31 32	By:Clerk	

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2	APPROVED AS TO FORM:
3	COUNTY ATTORNEY'S OFFICE
4	LEON COUNTY, FLORIDA
5	
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7	By:
8	Herbert W. A. Thiele, Esq.
9	County Attorney

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, April 10, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE HOME RULE CHARTER OF LEON COUNTY, FLORIDA; AMENDING ARTICLE II, ORGANIZATION OF COUNTY GOVERNMENT; ADOPTING SECTION 2.5 TO BE ENTITLED CODE OF ETHICS; PROVIDING FOR A BALLOT QUESTION TO BE POSED TO THE LEON COUNTY ELECTORATE AT THE SPECIAL ELECTION ON NOVEMBER 6, 2018; PROVIDING FOR THE BALLOT QUESTION FORM; PROVIDING FOR FURTHER AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact 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.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse 301 S. Monroe St., 5th Floor Reception Desk Tallahassee, FL 32301

and

Leon County Clerk's Office 315 S. Calhoun Street, Room 750 Tallahassee, Florida 32301

Advertise: March 30, 2018

# **Leon County Board of County Commissioners**

**Notes for Agenda Item #13** 

# **Leon County Board of County Commissioners**

# Agenda Item #13 April 10, 2018

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

**From:** Herbert W.A. Thiele, County Attorney

**Title:** First and Only Public Hearing to Consider an Ordinance to Amend Article IV

of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the

County Attorney

Review and Approval:	Vincent S. Long, County Administrator	
	Herbert W.A. Thiele, County Attorney	
Lead Staff/ Project Team:	LaShawn D. Riggans, Deputy County Attorney	

## **Statement of Issue:**

This item requests the Board conduct the first and only public hearing to consider an Ordinance that will amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, pertaining to the County Attorney's powers and duties, appointment and removal, qualifications, compensation, and vacancy in office. The Board directed staff to prepare the proposed Ordinance at its February 27, 2018 meeting.

#### **Fiscal Impact:**

This item has no fiscal impact to the County.

# **Staff Recommendation:**

Option #3: Board direction.

Title: First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter

2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney

April 10, 2018

Page 2

# **Report and Discussion**

# **Background:**

On November 5, 2002, the citizens of Leon County adopted a Home Rule Charter, which provides for full home rule authority under the law and citizen determination of the structure, powers, and functions of county government. The Leon County Charter outlines the roles and responsibilities of the County's constitutional officers, the County's relationship with its municipalities, and provides for a separate executive and legislative branch under the council-manager form of government. The Charter also establishes the process for amending the Charter, one of which is through a Citizen Charter Review Committee (CCRC).

Pursuant to Section 5.2 (2)(A) of the Leon County Charter, a CCRC must be convened every eight years, for the purpose of reviewing the Charter and proposing any amendments or revisions thereto for the Board's consideration. At the Board's meeting of October 10, 2017, the Board appointed 14 citizens to the 2017-2018 CCRC as follows:

Lee Hinkle, Chair
Kim Williams, Vice Chair
Reginald Ellis
Michael Eurich
Neil Fleckenstein
William Graham
Kenneth Hart
Shane Hopkins
Catherine Jones
Casey Perkins
Anice Prosser
Jay Revell
Gordon Thames

The CCRC conducted six meetings and three public hearing between November 9, 2017 and February 8, 2018. At the CCRC's final public hearing, the CCRC approved a Final Report for transmittal to the Board, which recommended two Charter amendments for placement on the November 6, 2018 General Election ballot, including the following:

- 1. Proposal to provide a Code of Ethics requirement in the Leon County Charter; and
- 2. Proposal to modify the hiring/firing process for the County Attorney.

During the Board meeting of February 27, 2018, the Board accepted the CCRC's Final Report. With regard to the CCRC's proposal concerning the hiring/firing process for the County Attorney, the Board voted to consider an Ordinance that will amend the Code of Laws of Leon County with regard to the County Attorney.

Title: First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney

April 10, 2018

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#### **Analysis:**

The proposed Ordinance (Attachment #1) will amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, by adding a new Division 2 to be entitled "County Attorney." The proposed Ordinance includes provisions similar to Article II, Section 2.3(1) of the Home Rule Charter concerning the appointment/removal, qualifications, compensation, and vacancy in office of the County Administrator, and factors in the provisions of Article II, Section 2.4 of the Home Rule Charter with regard to the duties, residency, compensation, and performance appraisals pertaining to the County Attorney.

The proposed Ordinance sets forth the following: (1) powers and duties of the County Attorney, which include serving at the pleasure of the Board, reporting directly to the Board, and providing legal services to the Board, County Administrator, and County departments, boards and agencies; (2) appointment and removal by a super majority vote of the Board; (3) qualifications, including a County residency requirement; (4) compensation and annual performance appraisals; and (5) vacancy in office, whether permanent or temporary. As specifically recommended by the CCRC, the Ordinance provides that the County Attorney shall be appointed by an affirmative vote of a majority plus one of the entire membership of the Board of County Commissioners. Also, the County Attorney shall be removed by a vote for removal of a majority plus one of the entire membership of the Board voting during the first regularly scheduled meeting occurring after a meeting of the Board at which a motion expressing the intent of the Board to remove the County Attorney was adopted by majority vote of those present and voting.

Pursuant to Section 125.66(2)(a), Florida Statutes, the Board must conduct one public hearing to consider and adopt the proposed Ordinance. Notice of the public hearing was timely published as required by the statute (Attachment #2).

#### **Options:**

- 1. Conduct first and only public hearing and adopt Ordinance to amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, regarding the County Attorney (Attachment #1).
- 2. Conduct first and only public hearing and do not adopt Ordinance to amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, regarding the County Attorney.
- 3. Board direction.

#### **Recommendation:**

Option #3: Board Direction.

#### Attachments:

- 1. Proposed Ordinance
- 2. Notice of public hearing

1	ORDINANCE NO. 2018
2	
3	AN ORDINANCE OF THE BOARD OF COUNTY
4	COMMISSIONERS OF LEON COUNTY, FLORIDA,
5	AMENDING ARTICLE IV OF CHAPTER 2 OF THE
6	CODE OF LAWS OF LEON COUNTY, FLORIDA,
7	ENTITLED "OFFICERS, EMPLOYEES AND
8	DEPARTMENTS"; ADDING DIVISION 2 TO BE
9 10	ENTITLED "COUNTY ATTORNEY"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND
11	PROVIDING AN EFFECTIVE DATE.
12	FROVIDING AN EFFECTIVE DATE.
13	
14	BE IT ORDAINED by the Board of County Commissioners of the County of Leon,
15	Florida, as follows, that:
16	Section 1. Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, is
17	hereby amended by adding a division to be numbered Division 2, which shall read as follows:
18	<b>Division 2. County Attorney</b>
19	Sec. 2.131. Powers; duties.
20	The County Attorney shall provide legal services to the Board, the County Administrator,
21	and County departments, boards and agencies organized under the Board, as required by law,
22	established by the Leon County Charter, and as established by the Board from time to time. The
23	County Attorney shall serve at the pleasure of, and report directly to, the Board.
24	Sec. 2.132. Appointment; removal.
25	The County Attorney shall be appointed by an affirmative vote of a majority plus one (1)
26	of the entire membership of the Board of County Commissioners. The County Attorney shall be
27	removed by a vote for removal of a majority plus one (1) of the entire membership of the Board
28	voting during the first regularly scheduled meeting occurring after a meeting of the Board at
29	which a motion expressing the intent of the Board to remove the County Attorney was adopted
30	by majority vote of those present and voting.

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Sec. 2.1	33. (	Dualifica	ations.
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- The County Attorney shall be chosen on the basis of his or her professional
- 4 qualifications, legal and executive experience, and ability to serve as the county attorney of the
- 5 County. The County Attorney shall reside within Leon County during his or her tenure as
- 6 County Attorney.

# Sec. 2.134. Compensation.

- 8 The compensation of the County Attorney shall be fixed by the Board at a level
- 9 commensurate with the responsibilities of the position, with performance appraisals conducted
- by the Board at least annually.

#### Sec. 2.135. Vacancy.

- A vacancy in the office shall be filled in the same manner as the original appointment.
- 13 The County Attorney may appoint an Acting County Attorney in the case of his or her temporary
- 14 vacancy.
- 15 **Section 2. Conflicts.** All ordinances or parts of ordinances in conflict with the
- 16 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the
- extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended,
- which provisions shall prevail over any parts of this ordinance which are inconsistent, either in
- whole or in part, with the said Comprehensive Plan.
- 20 **Section 3. Severability.** If any provisions or portion of this Ordinance is declared by
- any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all
- remaining provisions and portions of this Ordinance shall remain in full force and effect.
- 23 <u>Section 4.</u> Effective Date. This ordinance shall have effect upon becoming law.

1	DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon		
2	County, Florida, this 10th day of April, 2018	3.	
3 4 5			LEON COUNTY, FLORIDA
6 7		D	
8		Бу:	Nick Maddox, Chairman
9			Board of County Commissioners
10			Board of County Commissioners
11	ATTEST:		
12			
13	Gwendolyn Marshall, Clerk of Court and		
14	Comptroller, Leon County, Florida		
15			
16 17	By:		
18	Бу		_
19			
20	APPROVED AS TO FORM:		
21			
22	Office of the County Attorney		
23	Leon County, Florida		
24			
25			
26	By:		_
27	Herbert W. A. Thiele		
28	County Attorney		
29			
30 31	A17-0199		

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, April 10, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING ARTICLE IV OF CHAPTER 2 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED "OFFICERS, EMPLOYEES AND DEPARTMENTS"; ADDING DIVISION 2 TO BE ENTITLED "COUNTY ATTORNEY"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact 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.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse 301 S. Monroe St., 5th Floor Reception Desk Tallahassee, FL 32301

and

Leon County Clerk's Office 315 S. Calhoun Street, Room 750 Tallahassee, Florida 32301

Advertise: March 30, 2018