BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

Tuesday, September 10, 2013
3:00 P.M.

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

COUNTY COMMISSIONERS

Nick Maddox, Chairman
At-Large

Bill Proctor
District 1

Jane Sauls
District 2

John Dailey
District 3

Kristin Dozier, Vice Chair
District 5

Bryan Desloge
District 4

Mary Ann Lindley
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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

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

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

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, September 10, 2013, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Vice-Chairman Kristin Dozier

AWARDS AND PRESENTATIONS

- Proclamation Recognizing Beta Lambda Sigma Chapter of Phi Beta Sigma Fraternity, Inc., as "International Model Alumni Chapter of the Year"
  (Chairman Nick Maddox)
- Presentation of the Florida Association of Counties Presidential Scholarship Grant
  (Commissioner Bryan Desloge)
- Presentation of the Digital Counties Award
  (Ed Sweeney, Account Manager, Dell Software on behalf of Center for Digital Government)
- Presentation of the National Association of Counties' Achievement Award for the County's Citizen Engagement Series
  (County Administrator Vincent S. Long)

CONSENT

1. Approval of Minutes: June 18, 2013 Workshop on the Effects of Tired Creek Dam and Stormwater Holding Ponds on the County's Lakes; June 18, 2013 Regular Meeting; July 8, 2013 Workshop on the FY 13/14 Budget; and the July 9, 2013 Regular Meeting
   (Clerk of the Courts/Finance/Board Secretary)

2. Adoption of Proposed Revised Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy"
   (County Administrator /Agenda Coordinator)

3. Ratification of Commissioners' Appointments to the Housing Finance Authority and the Human Services Grant Review Committee
   (County Administrator/Agenda Coordinator)

4. Adoption of a Resolution in Support of Commissioner Bryan Desloge's Candidacy for Second Vice-President of National Association of Counties and Authorization for Staff Support
   (County Administrator/Economic Development & Business Partnerships)

5. Approval of Payment of Bills and Vouchers Submitted for September 10, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 11 through September 23, 2013
   (County Administrator/Financial Stewardship/Office of Management & Budget)

6. Approval to Certify the Tax Collector's Recapitulation of the Property Tax Roll for 2012
   (County Administrator/Financial Stewardship/Office of Management & Budget)

7. Approval of Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets in the Amount of $27,000
(County Administrator/Financial Stewardship/Office of Management & Budget)

8. Approval of Realignment of the Sheriff's FY 2013 Law Enforcement Budget
(County Administrator/Financial Stewardship/Office of Management & Budget)

9. Approval to Allocate Funds for Fiscal Year 2012/13 to the Leon County School Board Pursuant to the Leon County Expanded Driver's Education Program
(County Administrator/Office of Intervention and Detention Services)

10. Acceptance of a 2013 Florida Department of Health, Bureau of Emergency Medical Services Matching Grant in the Amount of $16,000
(County Administrator/Public Services/Emergency Medical Services)

11. Acceptance of a 2013 Florida Department of Health, Bureau of Emergency Medical Services Entitlement Grant in the Amount of $48,728
(County Administrator/Public Services/Emergency Medical Services)

12. Approval of Division of Libraries FY 14-16 Long-Range Plan for Library Service, and Approval of the FY14 Annual Plan for Library Service, as Required in Support of the Annual State of Florida Library Grant
(County Administrator/Public Services/Library Services)

13. Acceptance of Conservation Easement for Talquin Water and Wastewater, Inc. for the Leon East Elevated Water Tank
(County Administrator/Public Works & Community Development/DSEM/Environmental Services)

14. Acceptance of a Conservation Easement from Guy Thomas for the One into Two Subdivision
(County Administrator/Public Works & Community Development/DSEM/Environmental Services)

15. Acceptance of Maintenance Agreement and Surety Device for the Sagebrook Mill Subdivision
(County Administrator/Public Works & Community Development/Public Works/Engineering)

16. Approval of the Contract for Hardest Hit Fund Advisor Services with Florida Housing Finance Corporation for the Hardest Hit Fund Principal Reduction Program
(County Administrator/Human Services & Community Partnerships/Housing)

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

17. Acceptance of a Status Report Providing Fiscal Analysis of the Waiver of all Department of Development Support and Environmental Management Building and Associated Permit Fees for Honorable Discharged Veterans with a 100% Military Service-Connected Disability
(County Administrator/Public Works & Community Development/DSEM/Building Plans Review & Inspection)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; there will not be any discussion by the Commission

GENERAL BUSINESS

18. Acceptance of Status Report on Trailahassee.com
(County Administrator/Economic Development & Business Partnerships/Tourism)

19. Adoption of Proposed New Policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace", and Adoption of Revisions to Leon County Personnel Policies and Procedures, Section II, "Employee Conduct", Policy No. 01-01, "E-Mail/Internet Use", and Policy No. 03-12, "Violence Prevention and Intervention"
(County Administration)

20. Consideration of the Lease Agreement with Capital Region Young Men's Christian Association, Inc. at Lake Jackson Town Center at Huntington for Non-payment of Rent
(County Administrator/Public Works & Community Development/Facilities Management)

21. Determination of Expenditures for the Five-Cent Gas Tax
(County Administrator/Financial Stewardship/Office of Management and Budget)

22. Consideration of a Full Board Committee Appointment to the Community Development Block Grant Citizens Advisory Task Force and Investment Oversight Committee
(County Administrator/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

23. First and Only Public Hearing on a Proposed Ordinance Entitled "Refueling Assistance for Persons with Disabilities"
(County Attorney)

24. First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Fire Rescue Services Assessment
(County Administrator/Financial Stewardship/Office of Management and Budget)

25. First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services Assessment
(County Administrator/Financial Stewardship/Office of Management and Budget)

26. Second of Two Public Hearings on a Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC
(County Attorney)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development District Record of Proceedings for the February 7, March 21, and May 9, 2013 Meetings
- Capital Region Community Development District Record of Proceedings for the June 6, 2013 Budget Workshop and Regular Meeting
- Northwest Florida Water Management District Tentative Budget for Fiscal Year 2013-2014

ADJOURN

The First of Two Public Hearings on the Tentative FY 2014 Budget is scheduled for ***Tuesday, September 17, 2013 at 6:00 p.m.***

The next Regular Board of County Commissioners Meeting is scheduled for ***Tuesday, September 24 2013 at 300 p.m.***

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

2013

JANUARY

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PUBLIC NOTICE

2013 Tentative Schedule

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

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

Month	**Day**	**Time**	**Meeting Type**
September 2013	**Monday 2**	**Offices Closed**	**LABOR DAY HOLIDAY**
	Tuesday 10	**1:00 – 3:00 p.m.**	**Workshop on Consideration of Bond Community Health Center, Inc. FY 2014 Funding**
		3:00 p.m.	Regular Meeting
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Entitled "Refueling Assistance for Persons with Disabilities"
			First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Fire Rescue Services Assessment
			First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services Assessment
			Second of Two Public Hearings on a Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC ***(Will be continued to Tuesday, October 8, 2013)***
	Monday 16	11:00 a.m.	Community Redevelopment Agency (CRA) Meeting; City Commission Chambers
		1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Meeting; City Commission Chambers
		5:00 – 8:00 p.m. 5:30 p.m.	IA (BP 2000); City Commission Chambers Public Hearing on FY 2014 Budget
	Tuesday 17	~~3:00 p.m.~~	~~Regular Meeting~~ ***(Canceled)***
		6:00 p.m.	**First and Only Public Hearing to Levy an Additional Five-Cent Gas Tax**
			First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2013/2014 *

Month	**Day**	**Time**	**Meeting Type**
September 2013 ***(Continued)***	*Wednesday 18 – Friday 20*	*FAC Policy Committee Conference*	*Marriott West Palm Beach Palm Beach County*
	Wednesday 18	*FAC County Commissioner Workshop*	*Marriott West Palm Beach Palm Beach County*
	Wednesday 18 – Saturday 21	*Congressional Black Caucus Annual Legislative Conference*	*Washington, D.C.*
	Sunday 22 – Wednesday 25	*ICMA Annual Conference*	*Boston, Massachusetts*
	Tuesday 24	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2013/2014*
			First and Only Public Hearing to Amend Chapter 10 of Leon County Code of Laws Relating to Grade Change Limitations in Topographic Alterations *(Continued from July 9, 2013)*
October 2013	**Tuesday 8**	3:00 p.m.	Regular Meeting
		6:00 p.m.	First and Only Public Hearing on Cycle 2013-1 Comprehensive Plan Amendment for Woodville Rural Community Expansion *(Continued from May 28, 2013 Joint City/County Adoption Hearing)*
			First of Two Public Hearings on a Proposed Ordinance Amending the Commercial Overlay Districts and the Commercial Center Future Development Concept Map of the Bradfordville Sector Plan, Amendments to the Official Zoning Map of Leon County to Change the Zoning Classification from the Residential Acre (RA), Bradfordville Commercial-2 (BC-2), and Bradfordville Office Residential (BOR) Zoning Districts to the Residential-1 (R-1), Urban Residential (R-4), and Bradfordville Commercial-1 Zoning Districts
			Second and Final Public Hearing on a Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC
	Monday 21	9:00 a.m. – 1:00 p.m.	CRTPA Retreat; Location TBD
		1:30 p.m.	CRA Meeting - *Immediately following CRTPA Retreat*
	Tuesday 29	**1:00 – 3:00 p.m.**	**Workshop on the Consideration of Tourism Funds Dedicated to the Florida Center for Performing Arts**
		3:00 p.m.	**Regular Meeting**

Month	**Day**	**Time**	**Meeting Type**
November 2013	**Monday 11**	**Offices Closed**	**VETERAN'S DAY OBSERVED**
	Tuesday 12 – Thursday 14	*County Commissioner Workshops*	*Hilton, Daytona Beach Volusia County*
	Wednesday 13 – Friday 15	*FAC Legislative Conference*	*Hilton, Daytona Beach Volusia County*
	Tuesday 19	3:00 p.m.	**Reorganization of the Board** Regular Meeting
		6:00 p.m.	**Second and Final Public Hearing to Adopt a Proposed Ordinance Amending the Commercial Overlay Districts and the Commercial Center Future Development Concept Map of the Bradfordville Sector Plan, Amendments to the Official Zoning Map of Leon County to Change the Zoning Classification from the Residential Acre (RA), Bradfordville Commercial-2 (BC-2), and Bradfordville Office Residential (BOR) Zoning Districts to the Residential-1 (R-1), Urban Residential (R-4), and Bradfordville Commercial-1 Zoning Districts**
	Monday 25	11:00 a.m.	Community Redevelopment Agency (CRA) Meeting; City Commission Chambers
		1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Meeting; City Commission Chambers
	Thursday 28	**Offices Closed**	**THANKSGIVING DAY**
	Friday 29	**Offices Closed**	**FRIDAY AFTER THANKSGIVING DAY**
December 2013	Monday 9	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 10	1:30 – 3:00 p.m.	Workshop on 2014 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting
	Wednesday 11	2:30 p.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 24	**No Meeting**	**BOARD RECESS**
	Wednesday 25	**Offices Closed**	**CHRISTMAS DAY**
January 2014	**Wednesday 1**	**Offices Closed**	**NEW YEAR'S DAY**

Citizen Committees, Boards, and Authorities

2013 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee
Board of County Commissioners (4 appointments)
A member who represents employers within the jurisdiction.
A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

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

Human Services Grants Review Committee
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

EXPIRATIONS

Adjustment and Appeals Board
Tallahassee City Commission (1 appointment)

Architectural Review Board
Tallahassee City Commission (2 appointments)

Canopy Roads Citizens Committee
Tallahassee City Commission (1 appointment)

Enterprise Zone Agency Development (EZDA) Board of Commissioners
Tallahassee City Commission (1 appointment)

Science Advisory Committee
Tallahassee City Commission (1 appointment)

JUNE 30, 2013

Adjustment and Appeals Board
Tallahassee City Commission (2 appointments)

JULY 31, 2013

Investment Oversight Committee
Board of County Commissioners (2 appointments)
Clerk (1 appointment)

AUGUST 31, 2013

Canopy Roads Citizens Committee
Tallahassee City Commission (1 appointment)

SEPTEMBER 30, 2013

Council on Culture & Arts
Board of County Commissioners (1 appointment)

Housing Finance Authority and Community Development Block Grant Citizen's Advisory Task Force
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)

Research and Development Authority at Innovation Park
Florida A & M (1 appointment)
Tallahassee Community College (1 appointment)

OCTOBER 31, 2013

Canopy Roads Citizens Committee
Board of County Commissioners (2 appointments)

Tourist Development Council
Board of County Commissioners (1 appointment)

DECEMBER 31, 2013

Human Services Grants Review Committee
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Sauls, Jane G. (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

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

Tallahassee/Leon County Cultural Plan Review Committee
Board of County Commissioners (4 appointments)
Capital City Chamber of Commerce (1 appointment)
Economic Development Council (1 appointment)
Greater Tallahassee Chamber of Commerce (1 appointment)
KCCI (1 appointment)
Leadership Tallahassee (1 appointment)
Tallahassee City Commission (4 appointments)

JANUARY 31, 2014

Leon County Sales Tax Committee

Blueprint Citizens Advisory Committee (1 appointment)
Capital City Chamber of Commerce (1 appointment)
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Sauls, Jane G. (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)
EECC (1 appointment)
Greater Tallahassee Chamber of Commerce (1 appointment)
Tallahassee City Commission (6 appointments)

Leon County
Board of County Commissioners

Notes for Agenda Item #1

Leon County
Board of County Commissioners

Cover Sheet for Agenda #1

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Minutes: June 18, 2013 Workshop on the Effects of Tired Creek Dam and Stormwater Holding Ponds on the County's Lakes; June 18, 2013 Regular Meeting; July 8, 2013 FY 2014 Budget Workshop; and July 9, 2013 Regular Meeting

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the: June 18, 2013 Workshop on the Effects of Tired Creek Dam and Stormwater Holding Ponds on the County's Lakes; June 18, 2013 Regular Meeting; July 8, 2013 FY 2014 Budget Workshop; and July 9, 2013 Regular Meeting.

Attachments:

1. June 18, 2013 Workshop on the Effects of Tired Creek Dam and Stormwater Holding Ponds on the County's Lakes
2. June 18, 2013 Regular Meeting
3. July 8, 2013 FY 2014 Budget Workshop;
4. July 9, 2013 Regular Meeting

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
Effects of Tired Creek Dam
And Stormwater Holding Ponds on the
County's Lakes
June 18, 2013

The Leon County Board of County Commissioners met for a workshop on the effects of Tired Creek Dam and Stormwater holding ponds on the County's lakes on Tuesday, June 18, 2013.

Present were Chairman Nick Maddox, Vice Chairman Kristen Dozier and Commissioners Mary Ann Lindley, Jane Sauls, Bryan Desloge and John Dailey (Commissioner Proctor was absent). Also present were County Administrator Vincent Long and Board Secretary Rebecca Vause.

Chairman Maddox convened the workshop at 1:05 p.m.

Facilitator(s): Herb Thiele, County Attorney
David McDevitt, Director, Development Support & Environmental Management
John Kraynak, P.E., Director, Environmental Services

County Attorney Thiele opened the workshop with an overview of the possible damage to Leon County's water quality and quantity within Leon County posed by the Army Corps of Engineers' issuance of a permit to Grady County to build a dam on Tired Creek. He highlighted the possible effects of the Grady County dam (and proposed developments around the resulting lake) on area Lakes Iamonia, Ochlockonee, and Talquin and discussed staff's suggested remedies offered to the Army Corps of Engineers. County Attorney Thiele shared that Congressman Steve Southerland has been extremely helpful in the County's efforts to have the Army Corps of Engineers revisit these issues, but to date, none of the County's suggested remedies have been implemented.

County Attorney Thiele also provided the Board information on the BASF plant in Attapulgus, Georgia. He shared that the plant continues to dump approximately two million pounds of nitrate a year into the Little River, a tributary of Lake Talquin. He indicated that his office continues to address this matter and is seeking to negotiate with the Georgia Environmental Protection Division through the Environmental Protection Agency in Atlanta to address the issues.

Commissioner Lindley ascertained from County Attorney Thiele that there is no Federal oversight of the Army Corp of Engineers; however, Congressman Southerland is on the Congressional Committee that oversees the Army Corp of Engineers and a decision has not been made to take this issue to that level.

Commissioner Dozier opined that there should be other recourse available at the federal level when dealing with water quality and quantity. She indicated that she was prepared for the Board to take more action, even if that meant just raising the concern.

Commissioner's Desloge established with John Kraynak, Director, Environmental Services Division, that Lake Immonia is dependent on the Ochlockonee River (via Tired Creek) for its recharge, thus even small changes in upstream flows could potentially cause harm to the lake and its associated ecosystem.

DRAFT

Mr. Kraynak made presentation on the effects of stormwater holding ponds on the County's lakes. He pointed out that that there are two types of stormwater holding ponds - detention and retention - and remarked that since the 1980's the vast majority of the permitted holding ponds constructed have continued to be detention facilities, which add more water to our streams, lakes and rivers. He then utilized the permitting for the Lake Jackson Basin to illustrate this point. He submitted that the reason Lake Jackson isn't maintaining a constant water level is due to a combination of sinkhole openings and rainfall patterns.

Commissioner Dozier suggested that stormwater management would make a great topic for a Citizen Engagement Series. She asked about changes long term that should be on the Board's policy radar relative to alternative irrigation, mitigation, etc. Mr. Kraynak responded that staff is working with the City and citizen groups on low impact development incentives and a proposed ordinance will be brought to the Board for its consideration addressing some of these issues in the Fall. Discussion continued between Commissioner Dozier and Mr. Kraynak on alternative irrigation strategies and she encouraged staff to consider incentives to existing residential areas, i.e., rain gardens, etc.

Commissioner Sauls moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the status report on the effects of Tired Creek Dam and stormwater holding ponds on the County's lakes.

Commissioner Desloge mentioned the recent change in stormwater fees and submitted that now would be a good time to do community outreach and educate the public on what stormwater fees are used for.

The motion carried 6-0 (Commissioner Proctor absent).

There being no further business to come before the Board, the workshop was adjourned at 2:16 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

DRAFT

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
June 18, 2013

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

The Invocation was provided by Commissioner John Dailey who then led the Pledge of Allegiance.

Awards and Presentations

- Chairman Nick Maddox, along with Clerk of the Courts Bob Inzer, presented a Proclamation to David Reid, Clerk of the Courts Finance Director, in honor of his retirement. The proclamation was read into the record by Clerk Inzer.
- Nigel Allen, Executive Director, Big Bend Hospice Foundation, provided the Board with a presentation on the organization. He shared that Big Bend Hospice is celebrating its 30th anniversary this year as the local non-profit for hospice. Mr. Allen also mentioned that Big Bend Hospice had a recent groundbreaking on the Jean McCully Family House and the Margaret Z. Dozier Hospice House renovation and medical upgrading. A brief video featuring Marjorie Turnbull and her experience with Big Bend Hospice was shared.

Consent:
Commissioner Sauls moved, duly seconded by Commissioner Desloge to approve the Consent Agenda, with the exception of Item 3, which was pulled for further discussion. The motion carried 7-0.

1. Approval of Minutes: May 14, 2013 Regular Meeting

The Board approved Option 1: Approve the minutes of the May 14, 2013 Regular Meeting.

2. Adoption of Revised Policy No. 09-1, "Travel"

The Board approved Option 1: Adopt revised Policy No. 09-01, "Travel".

3. Authorization to Amend the 2003 Mid-Year Funding Agreement to Provide for the Expenditure of $16,130 by Bethel Missionary Baptist Church

Commissioner Desloge requested the item be pulled from the Consent Agenda.

County Administrator Long introduced the item. He shared that the County and Bethel had executed a Mid-Year Funding Agreement in the amount of $75,000 in December 2002 to cover a budget shortfall. A balance of $16,130 remains and Bethel has requested it be used to complete exterior improvements to Bethel Towers. County Administrator Long conveyed that exterior improvements were not a part of the original funding agreement and Board action is required to authorize the use of these funds outside of the activities listed in the agreement.

Chairman Maddox stated that he had spoken with Reverend Holmes and Bethel Missionary Baptist Church will provide a check in the amount of $16,130, thus the Board's authorization is not needed.

Commissioner Desloge moved, duly seconded by Commissioner Dozier, to table the item. The motion carried 7-0.

4. Approval of Payment of Bills and Voucher Submitted for June 18, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of June 19, 2013 through July 8, 2013

The Board approved Option 1: Approve payment of bills and vouchers submitted for June 18, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of June 19, 2013 through July 8, 2013.

5. Acceptance of the FY 2012/2013 Mid-Year Financial Report

The Board approved Option 1: Accept the FY 2012/2013 Mid-Year Financial Report.

6. Request to Schedule a First and Only Public Hearing on a Proposed Ordinance to Amend Chapter 10 of the Leon County Code of Laws Relating to the Grade Change Limitations in Topographic Alterations for Tuesday, July 9, 2013 at 6:00 p.m.

The Board approved Option 1: Schedule a First and Only Public Hearing on a proposed Ordinance to amend Chapter 10 of the Leon County Code of Laws relating to the grade change limitations in topographic alterations for Tuesday, July 9, 2013 at 6:00 p.m.

7. Approval of Utility Easements to the City of Tallahassee at the Public Safety Complex

The Board approved Option 1: Approve the perpetual Utility Easements to the City of Tallahassee for the provision of the general utility services to the Public Safety Complex, and authorize the Chairman to execute.

8. Request to Schedule a First and Only Public Hearing to Adopt a Resolution and Approve a List of County-Owned Properties Appropriate for Affordable Housing for Tuesday, July 9, 2013 at 6:00 p.m.

The Board approved Options 1 & 2: 1) Declare the list of eleven properties as surplus, and 2) Schedule a First and Only Public Hearing to adopt a Resolution and approve a list of County-owned properties appropriate for affordable housing for Tuesday, July 9, 2013 at 6:00 p.m.

9. Approval of a Proposed Lease Agreement and Associated Resolution with the Tallahassee Downtown Improvement Authority for Office Space in the Leon County Welcome Center in the Amount of $10,200 Annually

The Board approved Options 1 & 2: 1) Approve the proposed Lease Agreement with Tallahassee Downtown Improvement Authority for $10,200 annually, and authorize the County Administrator to execute, and 2) Adopt the associated Resolution, and authorize the Chairman to execute.

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10. Acceptance of the Lake Jackson Town Center at Huntington "Sense of Place" Initiative

The Board approved Option 1: Accept the Lake Jackson Town Center at Huntington "Sense of Place" Initiative; direct the inclusion of $100,000 as part of the FY2014 capital improvement program followed by $50,000 annually for plan implementation; and, authorize coordination with potential partners such as the City of Tallahassee and Florida Department of Transportation.

11. Approval of Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid

The Board approved Option 1: Approve the Detailed Work Plan for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid, and authorize the Chairman to execute; and, authorize the County Administrator to execute an Agreement, in a form approved by the County Attorney.

12. Approval of Agreements Pertaining to Consumption of Compressed Natural Gas

The Board approved Options 1 & 2: 1) Approve the Compressed Natural Gas Agreement between Leon County and Leon County Schools and authorize the Chairman to execute, and 2) Approve the Compressed Natural Gas Fueling and Royalty Agreement between Leon County and Nopetro, and authorize the Chairman to execute.

13. Approval of the Agreement Extending the Existing DeSantis Proportionate Share Traffic Mitigation Agreement and First Amendment to Settlement Agreement

The Board approved Option 1: Approve the Agreement extending the DeSantis Proportionate Share Traffic Mitigation Agreement and First Amendment to Settlement Agreement, and authorize Chairman to execute.

14. Request to Schedule a First and Only Public Hearing on a Proposed Ordinance Amending Chapter 11, Article XIII, Entitled "Towing Services" for Tuesday, July 9, 2013 at 6:00 p.m.

The Board approved Option 1: Schedule the first and only public hearing on a proposed Ordinance amending Chapter 11, Article XIII, Entitled "Towing Services" for Tuesday, July 9, 2013 at 6:00 p.m.

15. Acceptance of Status Report on Strategic Initiative to Develop Design Standards Requiring Interconnectivity for Pedestrians and Non-Vehicular Access

The Board approved Option 1: Accept the status report on the strategic initiative to develop design standards requiring interconnectivity for pedestrians and non-vehicular access.

16. Acceptance of Status Report on "Promote Concentrated Commercial Development in Woodville" Strategic Initiative

The Board approved Option 1: Accept the status report on "Promote concentrated commercial development in Woodville" Strategic Initiative.

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

- Curtis Baynes, 1323 E. Tennessee St., referenced recent actions by the Sales Tax Extension Committee whereby it relegated the Performing Arts Center project to its "Tier 3 level". He suggested that the Board may want to modify its Tourist Development Tax allocation and decide where it might be used more effectively to promote tourism throughout the County.

General Business

17. Acceptance of Cultural Plan Review Committee Interim Report

County Administrator Long recalled that in November 2012, both the City and County approved a process for the review of the Cultural Plan by a citizens committee. He invited Ms. Kelly Dozier, Chairman of the Cultural Plan Review Committee (Committee) to present the interim report to the Board.

Ms. Dozier thanked the Board for the formation of the Committee and for realizing that a review and update of the Plan was needed. She shared that the Committee has completed a thorough review of the current plan and developed some preliminary recommendations for moving forward. Ms. Dozier reported that six subcommittees were formed, consistent with the six original goals: 1) Education; 2) Economic Development; 3) Funding; 4) Facilities; 5) Marketing, and 6) Operations.

Subcommittee chairpersons addressed the Board and presented the following findings and recommendations:

- Berneice Cox, Economic Development
  - Improve marketing and advertising campaign.
  - Assist businesses to get established and grow.
  - Collaborate with State/Visit Florida.
  - Work to collaborate with Visit Tallahassee on destinations.
  - Increase the concept of community arts liaisons.
  - Recommend improving the "Artful Questions" and feature artist section of the *Tallahassee Democrat.*
  - Coordinate event calendar and create mobile applications.
  - Provide annual economic impact reports.
  - Create a guide or checklist for event or festival planning.
- Audra Pittman, Education/COCA.
  - Formulate a youth & education advisory committee.
  - Create a collective place.
  - Networking event for art education representatives.
  - Increase commitment to Leon County's youth.
- Jan Sheffield, Funding/COCA Goals
  - Local government should continue to provide financial support.
  - Survey should be taken to determine the level of support for public and private cultural funding.
  - Become less dependent on local government funding.
  - Develop a short and long term business and strategic plan.
  - Continue its grants program.
  - Design and initiate a targeted marketing campaign.

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- Kelly Dozier, Facilities
  - Local government should continue to support and identify existing recreational, cultural and performance venues.
  - Establish dedicated capital needs fund for local arts organizations.
  - Meet community needs for a shared performing arts facility.
  - On-going efforts to determine community support and answer questions about sustainability of the performing arts center.
  - Continue to assist, when possible, cultural organizations that have demonstrated current needs for new exhibit/rehearsal/performance space.
- Marc Bauer, Marketing
  - Determine cultural, art and heritage strengths, weaknesses, opportunities and threats via market survey to assist in development of a COCA targeted marketing plan.
  - Define the brand.
  - Cultivate and engage younger generations of arts, culture and heritage enthusiasts within Leon County K-12 and higher education.
  - Develop an annual Marketing Plan.
  - Enhance current internship program with colleges and universities.
  - Work alongside Visit Tallahassee and other organizations to identify and develop destination defining events which help create travel packages.
  - City and County to continue to identify and support districts with cultural components.
  - Work with Visit Tallahassee and local business, arts organizations and hoteliers to package arts, culture and heritage resources wherever possible.
- Christopher Heacox, Operations
  - Streamline operations.
  - COCA leadership should take a larger role in economic development of the arts.
  - Work with City and County Commissions to 1) nominate and appoint an active board of directors; 2) reinstate standing committees, and 3) encourage more community volunteers and advocates for the arts.

Ms. Dozier reiterated that this was an interim report and a lot more work will be done.

Chairman Maddox commended the Committee for its work.

Speaker:

- Kay Stephenson, 3320 Calumet Drive, COCA Chair, advised the Board that the COCA Board of Directors had reviewed the report and commended the Committee for its dedication and appreciated the work effort. She relayed that the COCA Board believes that it should be included in the process going forward and suggested that the two Boards come together to help formulate the final recommendations for a cultural plan. Ms. Stephenson submitted that it is extremely important that the local arts agency be part of the process and requested that the Commission consider this recommendation. Additionally, she recommended that a professional facilitator be included to keep the process on track.

Commissioner Lindley expressed appreciation for the report and was pleased by the inclusion of heritage tourism. She inquired why there was not more representation on the Committee from the dance, music, performance or visual arts communities and wondered if the committee could be expanded. Ms. Dozier responded that the Committee was an appointed Committee and shared that Audra Pittman was a

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practicing artist. Dialogue continued between Commissioner Lindley and Ms. Dozier regarding the involvement of COCA and a facilitator.

Commissioner Dozier conveyed that she could not support expanding the Committee or revising the Memorandum of Understanding (MOU) with the City; however, she hoped for more involvement by COCA and was encouraged that there would be a joint meeting of the two entities. She requested and received clarification on the development, implementation and review of the recommended business and strategic plans. She added that she supports an increase in Tourist Development funding for festivals and suggested funding options be considered during the upcoming budget discussions.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1, as amended: Accept the Tallahassee/Leon County Cultural Plan Review Committee Interim Report, and request staff bring back as a budget discussion item options for increased funding for festivals.

Commissioner Dailey agreed that a review of the Committee's membership was warranted; pointing out that there was no representative from the School Board. He stated that while he wholeheartedly supported the recommendations involving Leon County schools, he would like a formalized statement or detail from the School Board or the Superintendent about what financing they plan to bring to the table. He requested more follow-up on funding in general. He dialogued with Ms. Dozier on the recommendation for COCA to be less dependent upon local government funding and ascertained from her that the comment was directed to COCA, not arts and culture within the community. She remarked that COCA was eligible for outside funding not available to other organizations, and it was the Committee's hope that they would pursue those grants, which would free up the government funds for those organizations that provide art and culture within the community. Commissioner Dailey concluded his comments by asserting that COCA has to have a bigger role in this process and in the creation of the formal report. Ms. Dozier conveyed that a workshop was scheduled entirely dedicated to COCA, along with a facilitator, to work through all the issues.

Commissioner Desloge thanked Committee members for their efforts. He noted that the Board had created the Committee and vetted the process currently in place. He opined that the Committee should take the Board's suggestions "to heart" and keep moving forward.

Chairman Maddox echoed Commissioner Desloge's comments and urged the Committee to reach out to COCA.

Commissioner Lindley stated that she supported the inclusion of a School Board representative on the Committee and reiterated her strong support for COCA to have a stronger role in the process, and not just in a workshop setting. She also expressed a concern that (other than Ms. Pittman) there were no representatives from the symphony, ballet, etc. Ms. Dozier remarked that the over 70 meetings held included individuals from the arts, cultural and heritage community, and the information and ideas in the interim report came from these stakeholders.

Commissioner Proctor discussed the closure of the Mary Brogan Museum and suggested a thorough vetting of its demise so as to learn why it was not better supported by the community. He also discussed the importance of funding those projects that are sustainable and the Sales Tax Extension Committee's decision that the Performing Arts Center project not be included in its list of Blueprint funded projects.

Chairman Maddox commented that he did not want there to be any ambiguity in the Board's direction to the Committee. He stated that either the Board commits to the Committee finishing its task or asks them to adjust to include the recommendations of the Board.

Commissioner Dozier submitted that the value of culture, arts and heritage should not be dismissed because of one failure, but should be celebrated because of how many success stories there are. She recalled that the Commission held debate on the formation of the Committee and a decision was made to establish an independent Cultural Plan Review Committee. Commissioner Dozier continues to feel it important to have outside perspective; however, wished there was more collaboration between the COCA Board and the Committee. She opined that the Commission should accept the report, provide comment and move forward.

Commissioner Dailey referenced mention of a facilitator to assist in this process going forward and offered a friendly amendment that the County appropriate $5,000 to help fund a professional facilitator. He indicated that he hoped the City would consider an allocation also.

Commissioner Dozier (the maker of the motion) pointed out that there was agreement with the City that they would staff the Cultural Plan Review Committee while the County would staff the Sales Tax Extension Committee and was under the impression that the needs of the Committee would be covered by the City. She confirmed with County Administrator Long that the cost of staffing the Sales Tax Committee has been substantial. After some discussion, *Commissioner Dozier accepted the friendly amendment to approve an amount up to $5,000 in partnership with the City to cover facilitation.*

Commissioner Proctor stated that he would not support the motion on the floor but was committed to the process continuing.

Commissioner Lindley advised that she supports funding for a facilitator and hopes that the Committee would be receptive to participation by COCA.

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

18. Acceptance of a Status Report on Capital Cuisine Restaurant Week and Concert Series

County Administrator Long introduced the item. He recalled that the initial Capital Cuisine Restaurant Week was held in April 2012 and was deemed a success. A second (and expanded) event was held in May 2013 and exceeded expectations. He recognized the efforts of Ken Morris, Director, Office of Economic Development & Business Partnerships, Lee Daniel, Director of Division of Tourism Development and staff for their efforts to make this year's event such a success.

Mr. Daniel was invited to provide a brief overview of the event. He stated that the number of participating restaurants increased from 22 to 38 and they are being surveyed to determine their satisfaction and continued interest in the event. He thanked the Florida Restaurant and Lodging Association for all it did to help ensure a successful event. Mr. Daniel shared that $60,000 was spent to promote the event and shared preliminary figures estimate that the event generated $1.1 million in direct spending from non-Leon County visitors, which amounts to a 10:1 return on investment.

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Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Option 1: Accept the Capital Cuisine Restaurant Week and Concert Series status report. The motion carried 6-0 (Commissioner Proctor out of Chambers).

19. Acceptance of the 2013 Florida Legislative Session Final Report, Request to Schedule the Board Workshop on the 2014 State and Federal Legislative Priorities for Tuesday, December 10, 2013 from 1:30 – 3:00 p.m. and Authorize to Extend the Federal and State Lobbying Contracts

County Administrator Long introduced the item. He expressed appreciation to Christina Paredes, Intergovernmental Affairs and Special Projects Coordinator, and all County staff for their efforts during the Legislative Session. He also thanked Commissioners for their assistance during the Session and noted specifically Commissioner Desloge and his efforts as Florida Association of Counties (FAC) President. He commented that it had been a "highly productive session".

Ms. Paredes provided an overview of the 2013 Session and listed below is a sampling of her report:

- 2014 State Budget:
  - Total State budget - $74.1 billion (an increase of 7.12% over FY 2013).
  - Florida Retirement System employee contribution rates will be discussed during the July Budget Workshop.
- Medicaid Payment Adjustments:
  - Replaces current County Medicaid billing and will be phased in over a seven-year period
  - $500,000 total estimated impact to the County's FY 2014 budget.
- Board Priorities:
  - State Workforce - State pay raises will result in an estimated $22 million economic impact for the community.
  - Internet Cafes - Legislation passed that prohibits the usage of electronic gambling devices.
  - Tallahassee Leon County Civic Center (TLCCC) – transfers all TLCCC Authority assets to Florida State University.
  - Communications Service Tax – No legislative action was taken on this issue.
- Other State Legislation: Public meeting requirements; elections reform; Qualified Target Industry Program, and County acquisition of State Land.
- Federal Legislation:
  - Marketplace Fairness Act allows states to levy sales tax on purchase made on the Internet.
- Ms. Paredes stated that staff recommends renewal of state and federal lobbying contracts for an additional two-years at the current rate; after that time an RFP will be released for these services.

Commissioner Dailey stated that he hoped there would be contingencies in place to allow continuing education training on Ethics for Commissioners not attending the Florida Association of Counties Annual Conference.

Commissioner Desloge went on the record with his compliments to Ms. Paredes for the "spectacular job" she did on behalf of the County during this past Session.

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Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Options 1, 2, 3, 4, & 5, as amended: 1) Accept the 2013 Legislative Session Final Report; 2) Schedule the Board Workshop on the 2014 State and Federal Legislative Priorities for Tuesday, December 10, 2013 from 1:30 – 3:00 p.m.; 3) Authorize the County Administrator to extend the Patton Boggs' federal lobbying contract for one additional two-year period or until December 31, 2015; 4) Authorize the County Administrator to extend the Capitol Alliance Group's state lobbying contract for one additional two-year period or until September 30, 2015, and 5) Designate ~~a~~ Commissioner Desloge to host the Community Legislative Dialogue meetings for the 2014 Session. The motion carried 6-0 (Commissioner Proctor out of Chambers).

Chairman Maddox asked if there was Board interest in increasing the state lobbyist contract (Capital Alliance Group) by $10,000 (for an increase to $50,000), as they had been asked to satisfy MWBE standards.

Commissioner Dozier asked that the agenda item include dialogue regarding whether the increase is needed to fulfill WMBE requirements or to fulfill contract requirements.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, to direct staff bring back a budget discussion item to consider an increase in the County's state lobbying contract. The motion carried 6-0 (Commissioner Proctor out of Chambers).

20. Approval to Award a Bid to Structural Preservation Systems, LLC, in the Amount of $346,798 for the Caulk & Weather Seal of the Leon County Jail

County Administrator Long introduced the item. He indicated that the project has been budgeted in the FY13 Capital Improvement Program budget and adequate funding is available. He stated that Structural Preservation Systems was the lowest responsive bidder.

Commissioner Desloge moved, duly seconded by Commissioner Sauls, approval of Option 1: Approve the award of bid to Structural Preservation Systems, LLC, in the amount of $346,798 for the caulk & weather seal of the Leon County Jail, with a maximum cumulative change order limit of 20% of the contract amount, and authorize the County Administrator to execute an Agreement, in a form approved by the County Attorney. The motion carried 6-0 (Commissioner Proctor out of Chambers).

21. Approval to Award Bid to ThyssenKrupp Elevator for the Upgrade of Elevators #1 and #2 at the Leon County Courthouse in the amount of $437,674

County Administrator Long introduced the item. He indicated that the project has been budgeted in the FY13 Capital Improvement Program budget and adequate funding is available. He stated that ThyssenKrupp Elevator was the lowest responsive bidder and exceeded all aspirational MBE targets for the job.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1: Approve the award of bid to ThyssenKrupp Elevator for the upgrade of Elevators #1 and #2 at the Leon County Courthouse in the amount of $437,674, and authorize the County Administrator to execute an Agreement, in a form approved by the County Attorney. The motion carried 6-0 (Commissioner Proctor out of Chambers).

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22. Approval of an Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of $2,280,619 for Sidewalk and Associated Work Construction, Continuing Services

County Administrator Long introduced the item. He stated that Allen's Excavation was the lowest responsive bidder and exceeded all aspirational MBE and WBE targets for the job.

Commissioner Sauls moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of $2,280,619 for Sidewalk and Associated Work Construction, Continuing Services, and authorize the County Administrator to execute the Agreement. The motion carried 6-0 Commissioner Proctor out of Chambers).

23. Authorization to Negotiate an Agreement with Ygrene Energy Fund for Third-Party Administration of a Commercial PACE Program

County Administrator Long introduced the item. He stated that Ygrene Energy was the top ranked vendor to provide third party administration of the commercial PACE Program, through which commercial properties will be able to finance energy improvements and weatherization upgrades to their facilities. He mentioned that the County would work with the vendor to market the program and act as a conduit to place the repayment on the owner's tax bill. County Administrator Long noted that this effort fulfills another important aspect of the Board's commitment in implementing sustainable practices in the community.

Commissioner Dozier thanked Maggie Theriot, Director, Resource Stewardship, and staff for their efforts to implement this program and stated that she looked forward to this moving forward.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize staff to negotiate an Agreement with Ygrene Energy Fund for third-party administration of a commercial PACE program, and authorize the County Administrator to execute the Agreement, in a form approved by the County Attorney. The motion carried 6-0 (Commissioner Proctor out of Chambers).

24. Consideration of Full Board Committee Appointments to the Board of Adjustment and Appeals, Enterprise Zone Development Authority, Planning Commission, and WORKFORCE *Plus*

The following appointments were made by the Board:

- *Commissioner Sauls moved, duly seconded by Commissioner Desloge, to approve the reappoint of Ryan Wetherell to the Board of Adjustment and Appeal. The motion carried 6-0 (Commissioner Proctor out of Chambers)*
- *Commissioner Dailey moved, duly seconded by Commissioner Desloge, to approve Options 2, 3, 4, 5, & 6:*
  - *2) Reappoint Michael Wood to the Enterprise Zone Development Authority;*
  - *3) Confirm Mayor Marks' reappointment of Keith Bowers to the Enterprise Zone Development Authority;*
  - *4) Adopt the Resolution of Board of County Commissioners of Leon County, Florida, setting forth the reappointment of Mike Wood and Keith Bowers to the Enterprise Zone Development Agency, and authorize the Chairman to execute;*
  - *5) Reappoint Stewart Proctor to the Planning Commission, and*
  - *6) Reappoint Martin Shipman to Workforce plus.*

  The motion carried 6-0 (Commissioner Proctor out of Chambers).

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Chairman Maddox reconvened the Board at 6:01 p.m. and conducted the following public hearing.

Scheduled Public Hearing:

25. First and Only Public Hearing on a Proposed Ordinance Repealing Chapter 18, Article IV, Division 1 and Amending Division 3 of the Leon County Code of Laws, relating to Stormwater management

County Attorney Thiele announced the public hearing. He explained that the proposed amendments address a number of technical corrections that are needed so that the newly adopted stormwater ordinance is not in conflict with what is currently in the code book.

Speaker:

- Curtis Baynes, 1323 E. Tennessee Street, voiced his objection to the increase in the stormwater fee.

Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct first and only public hearing and adopt the Ordinance repealing Chapter 18, Article IV, Division 1 and Amending Division 3 of the Leon County Code of Laws, relating to Stormwater Management. The motion carried 5-1 (Commissioner Sauls in opposition, and Commissioner Dailey Absent).

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Dr. Edward Holifield, 4032 Longleaf Road, spoke of his dissatisfaction with the leadership of Tallahassee Memorial Hospital, its policies regarding breastfeeding and that it charges for various prenatal and child safety courses, such as car seat safety, infant/child CPR courses, SIDs, ABC's of babies, etc.

Comments/Discussion Items

County Attorney Thiele:

- No items.

County Administrator Long:

- Provided the following announcements/reminders:
  - The seventh Citizen Engagement Series will be held on Thursday, June 20th at 6:00 p.m. at the Main Library. The series is entitled "Creating and Sustaining this Special Place: Visioning, Planning and Developing our Future". Registration is open and seats are available.
  - The County has received the NACo Achievement Award in recognition of its Citizen Engagement Series. The award will be presented at an upcoming meeting.
  - Leon County recently hosted 68 girl softball teams from the Fast Pitch Association. The event generated 1,000 bed nights which translated to $600,000 in direct spending. This is the second year the County has hosted the tournament and this year's event had a 40% increase in the number of teams participating.

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Commissioner Discussion Items

Commissioner Desloge:

- Requested staff bring back an agenda item to consider rescheduling the October 22 Board meeting. Approved without Objection.
- Mentioned that the workshop on water (Tired Creek and stormwater ponds) held earlier today was very informative and asked if the Board should memorialize the meeting and concerns in a form of a letter to Congressman Southerland.
  - County Attorney Thiele stated that he would draft a letter for the Chairman's signature to Congressman Southerland to support his efforts on water issues and would copy the letter to Senators also.
  - Approved without Objection.

Commissioner Proctor:

- Shared comments on the recent Community Redevelopment Agency (CRA) meeting and the desire to move on the Southside CRA. He also expressed appreciation to Commissioner Dozier for her guidance and leadership during the meeting.
- Responded to Dr. Holifield's remarks and opined that not enough is being done to combat infant mortality.
- Stated that he had written an op-ed piece for the newspaper in support of Judge Judith Hawkins.

Commissioner Dailey:

***These comments were provided prior to the Board's dinner break, as Commissioner Dailey announced that he would be unable to return at 6:00.**

- *Commissioner Dailey moved, duly seconded by Commissioner Sauls, to approve expenditure of funds from his Commission account for travel expenses to attend the Leadership Florida Conference. The motion carried 6-0 (Commissioner Proctor Absent).*

Commissioner Sauls:

- Announced that she would be out of state and unable to attend the August 27 Board meeting.
  - *Commissioner Sauls moved, duly seconded by Commissioner Desloge, to cancel the Board's August 27th Board meeting. The motion carried 6-0 (Commissioner Dailey Absent).*

Commissioner Lindley:

- *Commissioner Lindley moved, duly seconded by Commissioner Desloge, to present a Proclamation recognizing FSU on its status as a premier research university. The motion carried 6-0 (Commissioner Dailey Absent).*
- *Commissioner Lindley moved, duly seconded by Commissioner Sauls, to direct staff to bring back an agenda item for the September meeting clarifying the parameters of the Noise Ordinance for residential construction. The motion carried 6-0 (Commissioner Dailey Absent).*

Commissioner Dozier:

- Shared that at recent CRTPA meeting there was ongoing discussion on sidewalks and Magnolia Drive. She mentioned that CRTPA Director, Harry Reed, had stated that the project might be able to be moved up on the project list (and have better access at state and federal dollars) if some local funding was added to the project. She asked County Administrator Long to meet and discuss the issue with the City Manager to determine if there are options for funding.
  - Chairman Maddox inquired if there was any possibility to realign the CIP budget. County Administrator Long responded that the Board would meet on July 8 to

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discuss its budget and capital improvement projects could be addressed at that time.

- County Administrator Long indicated that he would meet with the City Manager as requested by Commissioner Dozier.
- Commissioner Proctor expressed support to look at some type of funding in the budget for Magnolia Drive improvements, as installation of sidewalks along that corridor is a very important priority for public safety.

Chairman Maddox:

- No issues.

Receipt and File:

- None.

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:28 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

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LEON COUNTY
BOARD OF COUNTY COMMISSIONERS
FISCAL YEAR 2014 BUDGET WORKSHOP
July 8, 2013

The Leon County Board of County Commissioners met for a FY 2014 Budget Workshop on Tuesday, July 8, 2013.

Attending were: Chairman Nick Maddox, Vice Chairman Kristin Dozier and Commissioners Jane Sauls, Bill Proctor, John Dailey, Mary Ann Lindley and Bryan Desloge. Also attending were County Attorney Herb Thiele and Board Secretary Rebecca Vause and Deputy Clerk Cathy Mills.

Chairman Maddox called the workshop to order at 9:05 a.m.

Facilitators: Vincent long, County Administrator
Alan Rosenzweig, Deputy County Administrator
Scott Ross, Director, Office of Financial Stewardship

County Administrator Long began by stating that this is the Board's final budget workshop prior to the September budget public hearings. He recalled the Board's deliberate, necessary and reasoned approach over the years to ensure the financial viability of the County going forward. He reported that the Board was presented with a tentatively balanced budget for FY 2014, which advances many of the Board's top priorities. He mentioned that the FY 2014 budget was balanced at the current millage rate, required significant cuts and utilizes an appropriate amount from the fund balance. County Administrator Long commended Deputy County Administrator Alan Rosenzweig, Director of Financial Stewardship Scott Ross, and budget staff for their great work in development of the proposed budget.

Workshop Item #1: Acceptance of FY 2012 and FY 2013 Strategic Initiative Status Report

County Administrator Vince Long provided an overview of the item. He noted that the item provides an update on the 109 strategic initiatives developed over the past couple of years and staff anticipates that as of the December 2013 Retreat, 103 (94%) will be completed and six (6%) will remain in progress. He mentioned that Commissioners are provided status reports twice a year on these initiatives.

The Board took no action on this item.

Workshop Item #2: Fiscal Year 2014 Preliminary Budget and Balancing Strategies

Mr. Rosenzweig provided a summary of the Board actions in recent years reflecting sensitivities to taxpayers during a period of economic decline. These included, but were not limited to, reduction in the County budget by $62 million; elimination of 75 positions (with no layoffs); provided needed taxpayer relief; the judicious use of reserves to invest in the community creating over 800 construction jobs; maintained stormwater, solid waste assessments and gas tax rates and fundamentally restructured to improve performance and realize efficiencies through Leon LEADS. Additionally, steps have been taken to help off-set future expenses, i.e., established the Supervisor of Elections Voter Operations Center; refinanced debt, utilized current employees to staff expanded branch libraries. Mr. Rosenzweig relayed that the Board had at its April 23 Budget Workshop indicated a move forward with increasing the stormwater assessment fees, gas tax and to explore universal solid waste. To this end, staff mailed over 37,000 first class notices to affected property owners; conducted three community meetings and a May 28 public hearing. Ultimately the Board decided to leave rural waste collection centers open, develop fee options to eliminate the general revenue subsidy and decided to not move forward with the gas tax, as the City did not agree to a 50/50 split in revenue.

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Mr. Ross provided information on the County's budget shortfall, estimated to be $8.78 million. He mentioned that approximately $900,000 in additional revenue was projected from the stormwater assessments and rural waste collection service center fee; however, increases in health care and retirement are expected. He also reviewed the County's current and future funding needs.

Mr. Ross then reviewed the following balancing strategies:

Strategy #1: Maintain the current millage rate of 8.3144, utilize $2,004,431 in fund balance, make $6,778,055 in reductions, do not provide a COLA, and eliminate 11.20 positions.

Strategy #2: (RECOMMENDED): Maintain the current millage rate of 8.3144, utilize $5,117,795 in fund balance, make $3,664,691 in reductions, include modified COLA of 1.5% on October 1 and April 1 and eliminate a net 9.20 positions.

Strategy #3: Implement the rolled back rate to generate an additional $1,024,404 in additional revenue to reduce budget reductions and assist with funding employee benefits, utilize $5,238,391 in fund balance, make $2,519,691 in reductions, include a 3% COLA effective October 1 and eliminate a net 9.20 positions.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Option 1: Accept staff's report on the preliminary budget. The motion carried 7-0.

Workshop Item #3: LEADS Cross Department Action Teams' Report and Recommendations

County Administrator Long spoke on the creation of the LEADS Cross Department Action Team. He shared that the Cross Department Action Teams is an effort whereby differing leadership staff collaborates across County departmental areas to identify opportunities for cost savings for inclusion in the budget development process. He stated that the Office of Management and Budget (OMB) was tasked with facilitating and shepherding the initiative and invited Tim Barden to provide the Board more detail on the formation of the leadership teams. Mr. Barden explained that the leadership teams was split into three separate workgroups, who were then tasked to produce "actionable" opportunities and concepts for cost savings and efficiencies. He noted that 21 opportunities were identified with four of those "actionable" items being recommended for implementation in FY2014.

The following employees appeared to present a sampling of the cost saving and efficiency recommendations:

- Recommendation #1: Robert Mills, Solid Waste, **Shared equipment resource coordination across all departments and divisions.**
- Recommendation #2: Kim Wood, Public Works and Nawfal Ezzagaghi, Department of Support & Environmental Management, **Cross department training and consolidation services.**
- Recommendation #3: Eryn Calabro, Human Services & Community Partnerships, **Consolidation of all right of way, parks, greenway and facility landscaping/maintenance contracts.**

Commissioner Desloge asked if the scope of the idea could be expanded and suggested the County offer (for a fee) to neighboring counties use and sharing of equipment and possibly a "skill set", i.e., building inspector. County Administrator Long responded that this is already being done to some extent, but staff will continue to pursue whenever possible.

Commissioner Dailey commented on how impressed he was with staff's dedication to the LEADS project. He asked that the Board consider a program such as the Davis Productivity Award to recognize and reward employees for cost saving ideas. He asked that the LEADS team bring back an agenda item for the Board's consideration.

Commissioner Dozier appreciated the suggestion for employee recognition; however, she hoped to keep the process as organic as possible within those teams.

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Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the LEADS Cross Departmental Report and Recommendations for implementation. The motion carried 7-0.

Commissioner Dailey moved, duly seconded by Commissioner Sauls, to direct staff to bring back an agenda item with a proposed cost savings incentive program for employees similar to the state's Davis Productivity Awards program. The motion carried 7-0.

Workshop Item #4: Consideration of Funding Honor Flight in the amount of $15,000 for the FY 2014 Tentative Budget

Commissioner Desloge moved, duly seconded by Commissioner Sauls, approval of Option 1: Allocate $15,000 in the FY 2014 Budget to support Honor Flight. The motion carried 7-0.

Workshop Item #5: Status Report on the Qualified Targeted Industry Program

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the status report on the Qualified Targeted Industry Program. The motion carried 7-0.

Workshop Item #6: Discretionary Funding Levels for Outside Agencies

Mr. Rosenzweig provided an overview of the item. He referenced Table 2 of the Board's agenda packet (FY 2013 Adopted Funding/FY 2014 Maximum Funding) and noted that funding for the Palmer Munroe Teen Center was not included, but would be addressed in Item #15. He also provided explanation on the reduction in the COCA Grant Program, from $504,500 to a proposed $354,500, and mentioned staff's recommendation to reallocate the $150,000 to a "signature event series" as well as increased funding for youth sports. Mr. Rosenzweig conveyed that $10,000 in funding has been proposed for the "New Year's Eve Celebration", as directed by the Board.

Commissioner Dailey stated for the record that staff's recommendation for the decrease in COCA was troubling and urged his colleagues to consider level funding for COCA. He explained his concern, stating how important culture and arts were to the community. He continued that he supported funding for a signature event series; but not to the detriment of COCA grants. He asserted that he would support nothing less than level funding for COCA at $504,500.

Commissioner Dozier noted that while Commissioner Dailey's comments were well taken, she viewed the festivals category as another avenue of funding for those events/organizations that would have sought funding from COCA. She stated that she would like to see more details for the conditions for festival funding; however, did confirm with County Administrator Long that the festival dollars would be open to various types of festivals and funding would be based on criteria that measured the tourism economic impact of the event more so than the type of event.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept staff's report on funding for outside agencies for FY 2014 and provide final direction regarding funding as part of the balancing associated with Budget Discussion Item #17.

Commissioner Lindley stated that she sees the two as separate issues. She submitted that one continues support for the existing arts community, the other does something altogether different; which is to bring more visitors to the community. She voiced support for retaining the $150,000 in COCA funding.

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Commissioner Desloge remarked that staff's recommendation was fair and a creative way to address some other areas. He recollected that the additional $150,000 allocated to COCA last year was not permanent and the amount allocated last year ($504,500) should not be considered the new standard.

Commissioner Dailey spoke in opposition to the motion. *He offered a substitute motion, duly seconded by Commissioner Lindley, to approve Option1, as amended: Accept staff's report on funding for outside agencies for FY 2014, with the exception that funding for the Council on Culture and Arts (COCA) remain at the previous amount of $504,500; and provide final direction regarding funding as part of the balancing associated with Budget Discussion Item #17.*

Commissioner Dozier opined that there was reason to remove the $150,000 as it had been dedicated to the Brogan (which is no longer in operation). She requested a review of line items for non 501(c)(3) organizations that cannot apply for CHSP dollars or other grants prior to establishing maximum discretionary funding levels for next year. In addition, she referenced yearly funding for agencies such as Keep Tallahassee-Leon County Beautiful with no current evaluation of need. She asked that next year a more rigorous review be done of these agencies. Commissioner Dozier stated that she would like to see increased grant funding for culture and arts; however, was comfortable with the recommendation for Option 1 as presented by staff.

Commissioner Dailey requested Chairman Maddox call for a vote on the substitute motion. *The substitute motion failed 3-4 (Commissioners Sauls, Desloge, Proctor and Dozier in opposition).*

Commissioner Dozier withdrew her motion.

The Board then engaged in considerable discussion on the items identified for discretionary funding. A number of Commissioner's expressed a concern over the process, or lack of process, by which events are incorporated onto the discretionary funding list and there was consensus on the need for a policy on the manner by which events/organizations are considered for funding, monitored for effectiveness and whether the funds were used appropriately.

The Board identified some events that could be realigned to a more proper County department, i.e., Operation Thank You and Veterans Day Parade to Veterans Affairs, Friends of the Library to Libraries and Keep Tallahassee-Leon County Beautiful to Sustainability. Additionally, staff was directed to redirect any other items, as appropriate.

Commissioner Dailey suggested that funding for Operation Thank You remain at the FY2013 level of $15,000 (not be increased to $25,000).

There were some remarks to defund some events; however, Commissioner's noted that affected events/organizations were not notified of the potential for removal; thus none of the events proposed were defunded at this time. However, additional information was requested on items such as youth sports teams, line item funding for agencies and cultural funding. The Board also wondered if the $2,500 allocated for this past year's Celebrate America 4th of July Celebration would be returned to the County by the City.

Commissioner Lindley mentioned a $35,000 request from the Senior Center Foundation to fund programming at the new Lake Jackson Library and Community Center.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, to approve Option 1, as amended: Accept staff's recommendation on funding for outside agencies for FY 2014, however, keep the Operation Thank You funding level at $15,000; Realign Operation Thank You, Veterans Day Parade and Friends of the Library special event line item funding to their respective department operating budget, bring back an agenda item in the fall on funding Youth Sports Teams; request letters of justification for funding from

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programs included by September 10, and request application for senior center funding to be reviewed on September 10.

Commissioner Proctor suggested that the Board consider creating a separate department for seniors and requested staff bring back a more comprehensive proposal.

Commissioner Dailey requested that Commissioner Dozier remove reference to funding for the senior center out of her motion as he deemed the $35,000 as an operational expense that should not be considered on the same level as an event such as the Fourth of July Celebration.

Commissioner Dozier amended her motion to remove reference to asking for an application for senior center funding and add it as a discussion item within Item 17.

The motion as amended carried 7-0.

Workshop Item #7: Consideration of Additional Funding for State Lobbying Contract

Mr. Rosenzweig stated that the Board currently has a $40,000 contract for state lobbying. He recalled that the Board requested, at its last meeting, a budget discussion item to consider an increase to the contract; subsequently, staff recommended an increase of $10,000 (for a total contract amount of $50,000).

Commissioner Sauls moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize a $10,000 increase to the Capitol Alliance Group's state lobbying contract (from $40,000 to $50,000 annually).

Commissioner Dozier remarked that she could not support the motion and relayed that Capital Alliance (the current provider) has indicated that they could continue to provide the same work product for $40,000.

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

Workshop Item #8: Consideration of Medical Examiner (ME) Facility

Mr. Rosenzweig introduced the item and stated that Florida Statutes requires counties to fund medical examiners and since 1977 Tallahassee Memorial Hospital (TMH) has provided space for storage and autopsies at a nominal rate. TMH has notified the County that they would like to recapture the space for other purposes. He shared that the County's Miccosukee and Blairstone Road property is currently being evaluated to determine site use and the possibility of a public/private partnership for site development for an ME facility and other medical offices. He mentioned that a public/private partnership would be pursued to help offset the cost of the building. Mr. Rosenzweig added that the ME provides services to not only Leon, but surrounding counties as well, and mentioned that the outlying counties would pay a fee for use of the facility.

County Administrator Long pointed out that staff sees this as an opportunity to create the ME space at no charge to the County.

Commissioner Dailey liked what he referred to as a "very creative idea." He established with County Administrator Long that the project could, by doing more of the site planning in-house, be done for $50,000.

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Commissioner Dailey moved, duly seconded by Commissioner Sauls, approval of Options 1 & 2, as amended: Accept staff's report on the consideration of a medical examiner facility and allocate ~~$250,000~~ $50,000 in the FY 2014 budget for the preliminary programming and design of a medical examiner facility, and 2) Accept staff's report on the possible utilization of the County owned land at the corner of Miccosukee and N. Blairstone Roads for the possible construction of a new medical examiner facility through a future public/private partnership and direct staff to continue this approach. The motion carried 7-0.

Workshop Item #9: Consideration of Diversifying and Enhancing Community Outreach Methods/Media and the Fiscal Impacts

Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Option 1: Direct staff to include $32,170 in increased funding for community outreach in the FY 2014 tentative budget to support expanded spots on WFSU and enhanced social media efforts. The motion carried 7-0.

Workshop Item #10: Consideration of $100,000 in Jail Diversionary Account Funding for FY 2014 and Carry forward of Unspent Current Year Funding as Requested by the Public Safety Coordinating Council

Mr. Rosenzweig articulated that the Board has historically funded $100,000 for the Public Safety Coordinating Council (PSCC) for the purpose of jail diversion. This year the PSCC received three funding requests: Ability First; DISC Village, and the Domestic Violence Coordinating Council. The PSCC voted to withhold formal recommendation until the 2014 funding amount was established and to request approval to carry forward any unspent funds in the current year account. Mr. Rosenzweig noted that after the PSCC met, it was learned that the Drug Court Program had overspent its grant funds and user fees and a request was received from the Court Administrator for $45,000 to continue the program. He recommended that the Board utilize some of the $75,000 in unspent PSCC funds to offset the drug court issue, allocate $100,000 in FY 2014 to the PSCC and approve the carry-over of any unspent monies (anticipated to be $30,000).

Commissioner Proctor submitted that the recommendation will allow the PSCC to meet the challenges and gives them an opportunity to function with clarity in their mission.

Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Direct staff to include $100,000 in the jail diversionary account for FY2014, and 2) Direct staff to carry forward any unspent funds remaining in the jail diversionary account at the end of the current fiscal year.

Commissioner Dozier noted that the amount of carry over funds would cover the $25,000 funding request from the Domestic Violence Coordinating Council and mentioned to Commissioner Proctor that she would like to see the program funded, if at all possible.

The motion carried 7-0.

Chairman Maddox adjourned the Board for its lunch break at 11:45 and the Board reconvened at 12:55 to continue its workshop.

Workshop Item #11: Approval of $234,500 in Expenditures from the Tourist Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Council for Performing Arts and Education

Mr. Rosenzweig stated that the TDC recommends allocation of a portion of unallocated fund balance for three specific issues: Red Hills Horse Trails - $84,500; Word of South Festival - $50,000, and

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Trade Show and Signature Promotions - $100,000. He shared that approval is sought to create a community signature event program fund from recurring tourism revenue in the amount of $125,000, previously set aside for the Mary Brogan Museum through the COCA budget. Mr. Rosenzweig mentioned that the fund would be available for large cultural, athletic, or heritage themed events that have the potential to draw visitors to the community without regard to the grant cycles. He added that criteria would be developed to access the funds. Regarding the Sports Grant program, staff recommends that the sports bid pool be increased by $25,000 and the special event grant fund award cap of $6,500 be removed to allow the award to be based on criteria such as room nights generated, tourist and sales tax generated, number of participants, and number of total visitors for the event.

Commissioner Dailey moved, duly seconded by Commissioner Lindley, approval of Options 1 – 5 & 6:, 1) Approve the $234,500 from the Tourism unallocated fund balance to support the Red Hills International Horse Trials, the development of the Word of South Festival, and additional marketing activities related to several new area amenities; 2) Direct staff to set aside $125,000 in grant funds to support a signature community event fund and to bring back an agenda item detailing the process and criteria to access these grant funds; 3) Direct staff to increase the sports grants funding by $25,000 and remove any maximum restrictions for an individual award; 4) Direct staff to remove any maximum restrictions for an individual grant awarded from the special events grant program; 5) Schedule a workshop on the consideration of funds dedicated to the Florida Center for Performing Arts and Education for October 22, 2013 from 12 – 3 p.m.; and 6) Restore $150,000 into the Council on Culture and Arts (COCA) grant program at the FY 2013 level of $504,500; $150,000 of which would come from the Tourism Fund Balance.

Commissioner Dailey relayed that there were funds in the unallocated fund balance to support level funding for COCA and confirmed with Mr. Ross that approximately $1 million would remain in the unallocated fund balance after funding Options 1 – 5.

Commissioner Proctor requested that $50,000 be allocated to market, advertise and promote the return of FAMU's Marching 100 and "Holmes-Coming" events. It was established that FAMU athletics was provided $50,000 last year to help promote its football season and Chairman Maddox suggested that the FAMU Athletics be invited to make a formal funding request to the Division of Tourism to aid in the marketing and promotion of the Marching 100 and "Holmes-Coming" for the 2014-2014 season.

Commissioner Dozier confirmed that the County supports FAMU athletics by being a paid advertiser on the Rattler radio broadcasts and through the fall frenzy campaign. She voiced support for an emphasis on the return of the Marching 100 either through TDC marketing or monetary allocation. She expressed a concern about the description of a signature event and there being no regular grant cycle. Mr. Daniel shared that this would be discussed at the next TDC meeting and the Board would be provided a more definitive definition.

Chairman Maddox stated that he was pleased that the County was beginning to engage Sports Tourism.

Commissioner Proctor suggested that the local universities (FSU, FAMU, and TCC) be approached to establish one signature event each year.

The motion carried 7-0

Workshop Item #12: Approval of the Preliminary Healthcare Program Allocations for Fiscal Year 2013/14 and Status Report Regarding Space Needs Analysis for Neighborhood Community Health

Mr. Rosenzweig introduced the item. He referenced Table 1 of the agenda item, which indicated the funding requests received from various healthcare partners. It was noted that the only increase in

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funding was received from Neighborhood Medical Center (NMC); who requested additional funding in mental health, primary care and medication services. Mr. Rosenzweig recalled that the Board had directed staff work with the Health Department and NMC in identifying possible alternative space for NMC. This information is also provided as part of the agenda item.

Commissioner Proctor voiced his support to assist and stand behind NMC in their efforts to provide health care services.

Commissioner Dailey informed the Board that he currently serves as Chairman of the Board for the Apalachee Center, Inc. (in a volunteer capacity) and confirmed with County Attorney Thiele that he did not need to recuse himself from voting on this item.

Commissioner Dailey requested information on the amount, per patient visit, the County is being charged and wanted to ensure that the County is not being billed at a higher rate than a private insurer. He requested clarification on how the billing was established, should it be revisited, and who determined the rate. He also remarked that a number of questions remain regarding implementation of the Affordable Care Act and its impact at the local level. County Administrator Long stated that staff would provide a status report on these issues to the Board.

Commissioner Dozier expressed her appreciation to staff for their rigor in conducting the space analysis. She established that the current strategy is to consolidate the entire function of NMC into one location (the Roberts and Stevens Building located on Old Bainbridge Road); which in turn would enhance NMC's application for designation as a federally qualified health center look-a-like status.

Commissioner Desloge stated that he wants to make sure the County does all it can to assist NMC in its relocation efforts and supports their application to become a federally qualified health center. He mentioned the State's efforts this past legislative session to turn over local health departments to their respective county. Commissioner Desloge stated that the current delivery system is fractured, unproductive and inefficient and suggested that the Board (at some later time) have a discussion on the future of health care services delivery.

Commissioner Proctor referenced a memo he authored dated July 2, 2013 regarding Bond Community Health Center (copy attached); which outlined his concerns and questions regarding the Bond Community Health Center. He spoke in detail of his concerns regarding the capability of Bond to retain its status as a federally qualified health care provider, the recent site visit from the Human Resources Service Administration resulting in the call for a corrective action plan, pending lay-offs, and Bond administration, among others. Commissioner Proctor opined that more vetting and clarity with regard to Bond's mission was needed and stated that he was "uncomfortable" with what is occurring at the center.

Commissioner Proctor moved, duly seconded by Commissioner Dailey, approval of Options 1, as amended, 2, & 3: 1) Approve funding for the ~~Primary Healthcare Program at current funding level for a total of $1,739,582, as follows: Bond Primary Care $332,052; Bond Women Children's Services $245,588; Bond Pharmacy $177,500; Bond Mental Health $50,000;~~ Neighborhood Medical Center Primary Care $416,740; Neighborhood Medical Center Mental Health $50,000; Apalachee Mental Health Services $157,671; Capital Medical Society Foundation (We Care) $130,043; Florida A&M University College of Pharmacy $177,500, and Florida Healthy Kids/KidCare $2,488; 2) Authorize the County Administrator to execute corresponding contracts with all primary care agencies in a form approved by the County Attorney, and 3) Direct staff to continue to facilitate discussions on the potential to improve space utilization at the Health Department facilities in order to relocate Neighborhood Medical Center (NMC) to the Roberts and Stevens Health Department Facility which capital improvements would be paid for by NMC and provide an updated report to the Board within the next 60 to 90 days. Additionally, direct staff to conduct a more critical review of the status of issues he brought up in his July 2, 2013 correspondence to County Administrator Long.

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Commissioner Dailey questioned the impact of the proposed action to Bond. He also brought up additional expenses that could be incurred by the County should the Board adopt the motion; mentioning that serious consideration would need to be given to NMC's request for an additional $500,000, so as to ensure that adequate health care services are provided. He also asked if other local governments fund federally qualified health centers. County Administrator Long responded that this information would be provided to the Board.

Commissioner Dozier stated that she could not support the motion on the table as there were too many outstanding questions. She suggested that the Board wait until the relocation of NMC is complete and a decision is made on its application for look-a-like status. She stated that more detail was needed and all options should be explored to place the Board in a better posture for next year.

Chairman Maddox offered that he could support the motion to suspend funding until October 1. He echoed Commissioner Dailey's inquiry regarding local funding for federally qualified centers and his desire to have answer to this question.

Commissioner Desloge indicated that he was fine with suspending the funding in order "drive the conversation". He submitted that he did not think local government should be in the posture of funding a federally qualified health center.

Commissioner Lindley agreed that the suspension of funds was the only leverage for the County to have questions answered; however, did not believe that a thorough examination of the organization could be done in three months. She expressed concerns about the patients being served by Bond.

County Administrator Long proposed a workshop for September 10 to address the Board's concerns and questions.

Commissioner Sauls also expressed a concern about the patients being served at Bond; would NMC be able to absorb the additional caseload.

The motion on the floor as restated by Commissioner Proctor: *Approve Options 1, as amended, 2, & 3: 1) Approve funding for the ~~Primary Healthcare Program at current funding level for a total of $1,739,582, as follows: Bond Primary Care $332,052; Bond Women Children's Services $245,588; Bond Pharmacy $177,500; Bond Mental Health $50,000;~~ (Bond funding is suspended not deferred); Neighborhood Medical Center Primary Care $416,740; Neighborhood Medical Center Mental Health $50,000; Apalachee Mental Health Services $157,671; Capital Medical Society Foundation (We Care) $130,043; Florida A&M University College of Pharmacy $177,500, and Florida Healthy Kids/KidCare $2,488; 2) Authorize the County Administrator to execute corresponding contracts with all primary care agencies in a form approved by the County Attorney, and 3) Direct staff to continue to facilitate discussions on the potential to improve space utilization at the Health Department facilities in order to relocate Neighborhood Medical Center (NMC) to the Roberts and Stevens Health Department Facility which capital improvements would be paid for by NMC and provide an updated report to the Board within the next 60 to 90 days. Schedule a workshop for September 10, 2013 to address the issues brought up in Commissioner Proctor's July 2, 2013 correspondence to County Administrator Long and those proposed by the Board.*

The motion carried 5-2 (Commissioners Dozier and Sauls in opposition).

Workshop Item #13: Authorization to Implement a Fee Structure for Use of the Rural Waste Service Centers (RWSC)

Mr. Rosenzweig recollected that the Board had, at the May 28, 2013 Public Hearing, directed staff to develop a fee strategy to eliminate the general revenue subsidy to the solid waste fund. To that end, two fee structures were developed: 1) A flat annual fee established for the use of the RWSC's allowing

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for unlimited drop off of household waste, bulk items and yard waste. 2) A usage fee (per bag) for household waste with separate fees for loads of yard waste and bulk items. Mr. Rosenzweig recommended a $10.00 per home monthly rate and a per use fee of $2 per bag for household garbage, $2 per usage for yard debris and a $4 per usage for bulky items. He noted that hazardous waste and recyclables would still be accepted free of charge. Additionally, he shared that funds have been allocated in the solid waste budget to develop much nicer bulletin board amenities at the RWSCs.

Commissioner Sauls moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize implementation of a fee structure for use of the RWSCs intended to eliminate the general revenue subsidy to include a flat rate based on $10 a month and a usage fee of $2 per bag, $2 per use of yard debris, and $4 per use of bulky and authorize the closure of the Blount RWSC.

Commissioner Sauls stated that this was a fair fee and appreciation was expressed to staff for their hard work and efforts to resolve citizen concerns on this issue.

Commissioner Dozier indicated that, while hopeful this would work, would be interested to learn next year if the new policy effectuated an increase in illegal dumping, how many households signed up for permits and if the process was working. She encouraged more community outreach and suggested that consideration be given to allow residents to use PayPal.

Chairman Maddox requested a mid-year status report regarding how the RWSCs were functioning under the new pay system and the amount of usage by the residents served by the centers.

The motion carried 7-0.

Workshop Item #14: Acceptance of Staff Report to Convert the Old Elections Warehouse on Railroad Avenue into an Urban Incubator; Approve $250,000 for Capital Improvements, and; Direct Staff to Finalize Community Incubator Structure and Secure Formal Commitments from Partner Organizations

County Administrator Long introduced the item and promoted this as a very real, concrete opportunity for the County to realize something very tangible to support the entrepreneurial community.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, & 3: 1) Accept staff report on converting the old elections warehouse into an urban incubator and approve $250,000 for capital improvements (included in the FY 2014 preliminary budget); 2) Direct staff to finalize the community incubator structure and secure formal commitments from partner organizations for a mixed-use urban incubator by the October 29, 2013 Commission meeting, and 3) Direct staff to continue engaging qualified private sector interests to evaluate alternative incubator management proposals.
The motion carried 7-0.

Commissioner Proctor distributed a memo to the Board entitled "Enhance Present Fairground Property into a 21st Century Multi-Purpose Site with Indoor and Outdoor Facilities" and asked for the Board's consideration to support his request to modernize and reconfigure the fairgrounds to make it more functional for the community. (A copy of Commissioner Proctor's correspondence is attached.)

Commissioner Proctor moved, duly seconded by Commissioner Desloge, to direct staff to bring back an agenda item that looks at improvement opportunities, such as the creation of a Sense of Place initiative, for the Leon County fairgrounds property.

Commissioner Dailey suggested that the motion be amended to allocate $50,000 in the FY 2014 budget for the initiative. Commissioner Proctor accepted the proposed amendment.

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Commissioner Dozier mentioned the need for larger types of rental facilities in the area and pondered if the renovated space could provide that type of setting. She articulated a need to consider the County's relationship with management of the fairgrounds.

Chairman Maddox remarked that should the County decide to make a significant investment into renovating and improving the site, he would want to review the partnership and also the current lease.

The motion, as amended, carried 7-0.

Workshop Item #15: Acceptance of Status Report Regarding Leon County EMS and Consideration of One Year Extension to Fire Services Agreement with the City of Tallahassee

County Administrator Long stated that staff was directed to renegotiate with the City on fire services and to try to realize some longer term cost containment. He submitted that the Agreement does that and there was no need to further evaluate other costs related to provision of services. County Administrator Long conveyed that the City has also expressed a desire to enter into an Agreement under the proposal originally offered by the County regarding the allocation of the existing six-cent gas tax and the additional five-cent gas tax. The City has also requested that the County continue to provide the Palmer Munro Teen Center $150,000 in funding for the next three years.

Mr. Rosenzweig highlighted major elements of the proposed Agreement and provided an overview of the options proposed by staff.

Commissioner Dailey noted that passage of the gas tax would require a super majority vote; thus, either Commissioner Sauls, Maddox or Proctor would have to change their original vote. Commissioner Sauls stated that she did not support the gas tax before and would not support it this time. Commissioner Maddox indicated that he could support the gas tax, as now presented.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize the County Administrator and City Manager to finalize an extension to the fire services agreement based on the parameters noted in the analysis section of the item in a form approved by the County and City Attorney's and authorize execution; 2) Authorize the City Manager and County Administrator to finalize the appropriate interlocal agreement related to the extension of the existing six cent gas tax under the current allocation and the imposition of the additional five cent gas under a 50/50 split in a form approved by the County and City Attorney's and authorize execution; 3) Authorize the scheduling of a public hearing to levy the additional five-cent gas tax for September 17, 2013 at 6:00 p.m.; 4) Direct staff to prepare a future agenda item to address the allocation of the proposed additional gas tax revenue in support of the County's highest transportation priorities and/or to address the on-going general revenue subsidy to the transportation fund, and 5) Direct staff to include $150,000 in funding for the Palmer Munroe Teen Center for an additional three-year term. The motion carried 6-1 (Commissioner Sauls in opposition).

Workshop Item #16: 2014 Plan Year CHP/Florida Blue Health Insurance Renewal and Employee Pay Adjustments

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, & 3:

1) *Accept staff recommendation for health insurance eligibility and coverage requirements as a result of the Patient Protection and Affordable Care Act (Health Care Reform);*
2) *Based on local, state, and national trends, approve a change in the current contribution strategy for value based benefit (VBD) design participants as follows:*
   a. *Single coverage: 87.5% County/12.5% employee (no change)*
   b. *Employee plus 1: 85% County/15% employee*
   c. *Family: 80% County/20% employee*

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3) *Provide a modified three percent COLA to employees, providing 1.5% on October 1, 2013 and an additional 1.5% on April 1, 2014. In addition to the adjustment, provide that employees pay that is negatively impacted by the shift in dependent health care coverage receive a one-time pay adjustment so as to be held harmless in their gross pay and correspondingly receive the benefit of the COLA. The motion carried 6-0 (Commissioner Dozier out of Chambers).*

Workshop Item #17: Balancing Reductions and Corresponding Budget Balancing Strategies, and Establishing the Maximum millage Rate for the FY 2014 Tentative Budget

Mr. Ross summarized and walked the Board through the three budget balancing strategies offered. He conveyed that staff was recommending Balancing Strategy #2, which maintains the current millage rate, reduces expenditures by $3.6 million and utilizes $5.1 million in Fund Balance.

Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Options 1, 2, 3, & 4: 1) Provide direction to staff on any outstanding budget discussion items; 2) Authorize staff to implement Strategy #2 to balance the FY 2014 tentative budget; 3) Establish the maximum countywide millage rate at 8.3144 as specified in Strategy #2, and 5) Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) at 0.5 mills. The motion carried 6-1 (Commissioner Sauls in opposition).

Commissioner Sauls stated that she appreciated the work of staff; however, as she did not support the gas tax could not support the motion.

Chairman Maddox commended staff for all their hard work and thanked the Board for its engagement and dialogue of all the issues.

The Budget workshop was adjourned at 4:27 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

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BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
July 9, 2013

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

The Invocation was provided by Commissioner Bryan Desloge, who then led the Pledge of Allegiance.

Awards and Presentations

- Commissioner Bryan Desloge presented the Florida Association of Counties (FAC) "2013 County Champion Award" to Senator Bill Montford, recognizing his efforts in support of local government during the 2013 Legislative Session.
  - Senator Montford expressed appreciation to the Board and the FAC for the recognition. He accepted the honor on behalf of all who helped him get to where he is today.
- Commissioner Mary Ann Lindley read into the record a Proclamation, which was presented to Dr. Gary Ostrander, Vice President of Research, in recognition of Florida State University's Preeminent Status designation.
  - Dr. Ostrander accepted the recognition on behalf of FSU President Barron and looks forward to working with the Commission to move Florida State up in the ranks.
- Chairman Nick Maddox read into the record a Proclamation designating July 2013 as Bladder Cancer Awareness Month.
- Chairman Nick Maddox presented the Council of Neighborhood Associations' 2013 Neighborhoods and Neighbor of the Year Awards:
  - Leon County's Small Neighborhood of the Year - Callen Homeowners' Association
  - Leon County's Large Neighborhood of the Year - Lafayette Oaks Homeowners Association
  - Leon County's Unincorporated Area Neighborhood of the Year - Avondale Homeowners Association
  - Leon County's Neighbor of the Year - Neal Floyd, Lafayette Oaks Homeowners' Association
- Dr. Dale Brill, a volunteer advisor/consultant with Imagine Tallahassee, presented an update on the Imagine Tallahassee Steering Committee's community-driven efforts to develop an economic development priority projects and initiatives plan, as part of the Sales Tax Committee's work.
  - Commissioner Dozier inquired about Imagine Tallahassee's plans moving forward. Dr. Brill offered the three milestones to be produced: 1) economic data report; 2) vision statement, and 3) prioritized list of economic development projects.
- Commissioner Proctor recognized the group DIVAS (Determined Individuals Vying for Awareness in Society) Girls Mentoring Program based at the Smith-Williams Service Center. He stated that DIVAS is an intergenerational service-learning program for middle to high school aged girls. He added that the six-week summer program is currently in its 14th year of operation and has served more than 390 young women in the Tallahassee-Leon County area.

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Consent:

Commissioner Sauls moved, duly seconded by seconded by Commissioner Desloge, to approve the Consent agenda. The motion carried 7-0.

1. **Approval of Minutes: May 28, 2013 Regular Meeting and May 28, 2013 Joint City/County Adoption Hearing on Cycle 2013-1 Comprehensive Plan Amendments**

   The Board approved Option #1: Approve the minutes of the May 28, 2013 Regular Meeting and May 28, 2013 Joint City/County Adoption Hearing on Cycle 2013-1 Comprehensive Plan Amendments.

2. **Adoption of Resolutions Certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Journey's End, Linene Woods, Oakhill Farms, Pasadena Hills, Pine Lakes, Rainbow Acres, Terre Bonne, Windwood Hills, and Winfield Forests Subdivisions to the Leon County Tax Collector**

   The Board approved Option #1: Approve the Resolutions certifying the non-ad valorem assessment rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Journey's End, Linene Woods, Oakhill Farms, Pasadena Hills, Pine Lakes, Rainbow Acres, Terre Bonne, Windwood Hills, and Winfield Forest subdivisions to the Leon County Tax Collector.

3. **Ratification of Commissioner Appointments to the Water Resources Committee**

   The Board approved Options #1, #2, #3, and #4: 1) Ratify Commissioner Proctor's reappointment of Eric Friall to the Water Resources Committee; 2) Ratify Commissioner Sauls' reappointment of John Labie to the Water Resources Committee; 3) Waive Policy No. 03-15, "Board-appointed Advisory Committees," regarding term limits, to provide for Commissioner Dailey to reappoint James Cavanagh to the Water Resources Committee, and 4) Waive Policy No. 03-15, "Board-appointed Advisory Committees," regarding term limits, to provide for Commissioner Lindley to reappoint Robert Scanlon to the Water Resources Committee.

4. **Approval of Proposed 2013 Board Calendar Modifications**

   The Board approved Options #1 a-d and #2:

   1. *Revise the Board's September 2013 calendar as follows:*
   - *a. Schedule a regular Board meeting for Tuesday, September 10, 2013 at 3:00 p.m.*
   - *b. Schedule the first public hearing regarding FY 2013/2014 tentative millage rates and tentative budgets for Tuesday, September 17, 2013 at 6:00 p.m.*
   - *c. Cancel the September 17, 2013 regular meeting.*
   - *d. Retain the regular Board meeting and the second public hearing to adopt FY 2013/2014 millage rates and budgets for Tuesday, September 24, 2013.*

   2. *Reschedule the October 22, 2013 regular Board meeting for Tuesday, October 29, 2013 at 3:00 p.m.*

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5. **Approval to Submit a Justice Assistance Grant Application to the Florida Department of Law Enforcement supporting the Leon County GPS and Drug/Alcohol Testing Programs**

The Board approved Options #1, #2, #3, and #4: 1) Approve the proposed allocation of the Federal Fiscal Year 2013 Justice Assistance Grant for Leon County and the City of Tallahassee; 2) Authorize the submittal of the Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant application to the Florida Department of Law Enforcement; 3) Authorize the County Administrator to execute an Agreement with the Florida Department of Law Enforcement for the Justice Assistance Grant funding in a form approved by the County Attorney's Office, and 4) Authorize the County Administrator to execute an Agreement with the City of Tallahassee for the Justice Assistance Grant funding in a form approved by the County Attorney.

6. **Approval of Payment of Bills and Vouchers Submitted July 9, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of July 10 through September 9, 2013**

The Board approved Option #1: Approve the payment of bills and vouchers submitted for July 9, 2013 and pre-approve the payment of bills and vouchers for the period of July 10 through September 9, 2013.

7. **Authorization to Provide Procurement Services to the Gulf Consortium in Relation to the Federal RESTORE Act**

The Board approved Options #1 and #2: 1) Authorize the County Administrator to develop and execute an agreement for the provision of procurement services to the Gulf Consortium in relation to requirements of the Federal RESTORE Act, in a form approved by the County Attorney, and 2) Authorize staff to provide procurement services to the Gulf Consortium in relation to requirements of the federal RESTORE Act.

8. **Approval of a Modification of the Certificate of Public Convenience and Necessity to Provide Advanced and Basic Life Support Ground Ambulance Services for Tallahassee Memorial HealthCare, Inc.**

The Board approved Option #1: Approve the Modification of the Advanced and Basic Life Support Transport Certificate of Public Convenience and Necessity issued to Tallahassee Memorial HealthCare, Inc.

9. **Approval of the Leon County Bicycle-Friendly Community Application**

The Board approved Option #1: Approve the submittal of the Leon County Bicycle Friendly Community Application to the League of American Bicyclists.

10. **Adoption of Proposed New Policy, "Sidewalk/Bikeway Provision Selection Criteria"**

The Board approved Option #1: Adopt the proposed Policy, "Sidewalk/Bikeway Provision Selection Criteria."

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11. **Approval to Provide One-Time Funding Assistance to Support Drug Court from the Jail Diversionary Account; Approval of the First Contract Amendment with A Life Recovery; and Approval of the FY 2013 Drug Court Grant in the Amount of $50,178**

The Board approved Options #1, #2, and #3: 1) Approve the Resolution and associated Budget Amendment Request, which reallocates $45,000 of Jail Diversionary Funds to the Drug Court Fund to provide adequate funding for expenses with A Life Recovery Center under the Original Agreement; 2) Approve the First Amendment to the Agreement with A Life Recovery Center, Inc., and 3) Approve the Resolution and associated Budget Amendment Request in the amount of $50,178 in State of Florida FY 2013/FY 2014 program funding.

12. **Approval of First Amendment to Agreement with The Bonn Marketing Research Group, Inc.**

The Board approved Option #1: Waive Policy No. 96-1, "Purchasing and Minority, Women and Small Business Enterprise Policy." and approve the First Amendment to Agreement with the Bonn Marketing Research Group, Inc., and authorize the County Administrator to execute.

13. **Approval of a Resolution Supporting the Tallahassee Lenders' Consortium Acquisition Rehabilitation for Resale Program**

The Board approved Option #1: Approve the Resolution certifying that Tallahassee Lenders' Consortium, Inc.'s program for the acquisition/rehab/resale of housing for low and moderate income persons is consistent with the housing element of the adopted Tallahassee/Leon County Comprehensive Plan, in a form approved by the County Attorney, and authorize the County Chairman to execute.

14. **Acceptance of 2013 Status Report on the Leon County Water Quality Monitoring Program**

The Board approved Option #1: Accept the 2013 status report on the Leon County Water Quality Monitoring Program.

15. **Acceptance of Status Report on Talla-Happy Sunflower Project**

The Board approved Option #1: Accept the status report on the Talla-Happy Sunflower project.

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

- Curtis Baynes, 1323 E. Tennessee Street, commented on the differences between the Board's April 23 and July 8, 2013 FY 2014 budget workshops.

General Business

16. **Presentation on the Lake Jackson Town Center at Huntington "Sense of Place" Initiative**

County Administrator Long introduced the item. He stated that this was the first "Sense of Place" initiative in the County and introduced Earnest McDonald, Urban Design Principal Planner, to make a presentation on the project.

Mr. McDonald offered the following as part of his presentation:

- The initiative supports the Board's Strategic Priority which encourages high quality development, business expansion and redevelopment opportunities;
- Provided a definition of "placemaking";
- Described the public outreach that was conducted and resulted in the 1) establishment of community priorities; 2) identification of infrastructure needs, and 3) development of placemaking goals.
- The initiative includes improvements such as 1) Creating a Town Center; 2) Activating the Town Center; 3) Defining the Place; 4) Connecting Places; 5) Improving Safety for all Modes; 6) Greening the Place and 7) Developing a Community Voice.

County Administrator shared that per the Board's direction at its Budget Workshop held on July 8th, staff would be developing a "Sense of Place" Initiative for the Fairgrounds.

Commissioner Dailey commended Mr. McDonald and staff for their efforts. He relayed that citizens who live, work and play in the area are very excited for the initiative and expressed appreciation for their support in bringing these and other enhancements to the area.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option #1: Accept the presentation on the Lake Jackson Town Center at Huntington "Sense of Place" Initiative

Commissioner Desloge requested a similar presentation on the Market Street District "Sense of Place" plan.

Commissioner Dailey requested a paper copy of the power point presentation.

The motion carried 7-0.

17. **Approval of the Appointment of Kevin Peters as the Emergency Management Director**

County Administrator Long introduced the item. He shared that Mr. Peter's was the unanimous decision of the selection committee and added his "wholehearted and enthusiastic" support of the recommendation.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, to approve Option #1: Approve the appointment of Kevin Peters as the Emergency Management Director, in accordance with Florida Statute 252.38 (1)(b).

Commissioner Dailey requested and received from Mr. Peters an update on the tropical storm currently being monitored. Mr. Peters noted that it should not be a threat to Leon County.

The motion carried 7-0.

18. **Acceptance of the Town and Gown Relations Initiative's Final Report and Support of the Town and Gown Tallahassee Operating Board Organizational Plan**

County Administrator Long introduced the item and announced that Mike Pate would make a presentation to the Board.

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Mr. Pate provided an overview of the Town and Gown (TAG) Final Report and the TAG Operating Board Organizational Plan. Following is a sampling of Mr. Pate's presentation:

- The TAG initiative was created to enhance and strengthen the relationship of the Leon County community with its institutions of higher education.
- Its contributing organizations included the City of Tallahassee, FSU, FAMU, TCC, the Archibald Foundation, the Knight Foundation, and a number of smaller organizations and agencies.
- Four phases of the TAG project included:
  - Professional study conducted by the Oppenheim Research;
  - Series of Townhall forums to educate the community and to get feedback;
  - Creation of an organization that can sustain discussion of TAG issues, and
  - Execution of projects that will make a difference in the community.
- Reviewed current and future projects and partnerships of TAG.
- The TAG Advisory Board proposes the establishment of an Operating Board that includes representatives of the five major stakeholders (Leon County, City of Tallahassee, FSU, FAMU and TCC) that will meet regularly to discuss issues of mutual concern, correct problems, and strengthen partnerships. The goals of the TAG Operating Board are:
  - Make Tallahassee an even better place to live and work;
  - Communicate broadly with all the member entities;
  - Facilitate collaboration on projects that promotes a culture of community engagement, and build connectivity among the partners in our community;
  - Identify and take advantage of best practices from other communities;
  - Find a way to effectively communicate the successes of the organization;
  - Identify emerging issues and needs related to town and gown issues, and
  - Conduct public meetings to periodically update the community on the work of the organization.

Commissioner Dozier commented on the efforts of TAG and looks forward to the future evolution of the group.

Commissioner Dozier moved, seconded by Commissioner Lindley, to approve Options #1 and #2: 1) Accept the Town and Gown Relations Initiative's Final Report, and 2) Support the Town and Gown Tallahassee Operating Board Organization Plan.

Commissioner Dailey pointed out that the FSU School of Urban Planning won a national award for its work on the College Park Project.

The motion carried 7-0.

19. **Approval of the Proposed Capital Cascades Amphitheater at Cascades Park Interlocal Agreement and Adoption of the Enabling Resolution Creating the STAGE Advisory Committee**

County Administrator Long introduced the item. He recalled that the Agreement was last presented at the Blueprint 2000 Intergovernmental Agency (IA) on June 17. He noted that staff was directed at that time to continue meeting to reach consensus on a final version to be presented to the Board. County Administrator Long conveyed that the issues and revisions are bulleted on page 2 of the agenda item and addresses responsibilities and composition of the STAGE committee, hours of operation for the Capital Cascades Concert Series among others.

Speaker:

- Mia Shargel, 1515 Seminole Drive, commented on the 10:30 curfew and the trolley service. She submitted that a 10:30 curfew for concerts would allow time for people to attend a concert utilizing the trolley and then re-access the trolley to visit local restaurants, etc.
- Vivian Young, 411 Oakland Avenue, stated that the residents of the Myers Park neighborhood thanks the Board for listening to the concerns. She remarked that concerns continue regarding sound, traffic and parking at Cascades Park.

Commissioner Dozier stated that she was open to revisiting the curfew issue (move from 11:00 p.m. to 10:30 p.m.), as this has been brought up a number of times. She mentioned that the City's reluctance to include a payback in the Agreement, as the use of the funds was governed by the Interlocal Agreement with the CRA. Commissioner Dozier noted that the Interlocal Agreement with the CRA primarily related to the performing arts center and asked should that Agreement go away, would another be needed specifically for the amphitheater. County Attorney Thiele responded that an amendment to the CRA would be brought back to the Board if needed. Commissioner Dozier then engaged in discussion with Wayne Tedder, PLACE Director, on issues such as parking, sound, traffic, etc. She requested an update at the IA meeting.

Commissioner Proctor opined that the 11:00 p.m. curfew on Friday and Saturday should be relaxed, which would encourage out of town visitors to stay overnight. County Administrator Long responded to Commissioner Proctor's inquiry about the makeup of the STAGE Advisory Committee. The County Administrator also confirmed for Commissioner Proctor that STAGE would serve as an advisory committee.

Commissioner Dailey voiced his appreciation to Mr. Tedder for his efforts on this project. He apologized for not being able to attend the last IA meeting when this issue was discussed (he was on jury duty) for he would have voiced his comments at that time. He went on record that he did not believe the neighborhood's request regarding curfew, or decibel-base levels, was out of line and would like to see them incorporated into the MOU. He stated that he would not support the MOU as proposed, and would like to see the MOU reflect the neighborhood's suggestion.

Chairman Maddox stated that he, too, would vote against the MOU as presented and shared that he had made similar comments at the IA meeting.

County Administrator Long clarified that the Interlocal Agreement only addresses the 10 regional events; all other issues involving hours of operation, decibel levels, etc., would be reserved for City policy.

Commissioner Dozier appreciated the County Administrator's clarification and reiterated that many decisions have yet to be made, especially by the City, as it is their noise ordinance and they are responsible for the management of the park.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, to approve Options #1 and #2: 1) Approve the proposed draft Capital Cascades Amphitheater Interlocal Agreement and authorize staff to make non-substantive changes to the draft Agreement in a form approved by the County Attorney, and 2) Adopt the proposed Enabling Resolution creating the STAGE Advisory Committee and authorize staff to make non-substantive changes to the proposed Enabling Resolution in a form approved by the County Attorney.

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

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20. **Authorization to Negotiate a Contract with Scott Carswell Presents, LLC for Professional and Operational Service for the Capital City Amphitheater at Cascades Park for Ticketed, Regional Concerts**

County Administrator Long introduced the item. He stated that 13 vendors requested bid packages; however, Scott Carswell Presents, LLC was the only vendor to respond. He articulated that the vendor was well qualified and well positioned to fulfill the contract.

Commissioner Dozier announced that she was related to Scott Carswell, and while she was advised by the County Attorney that she did not have a conflict of interest, nonetheless recused herself from the vote as to alleviate the appearance of conflict. She advised that appropriate forms would be filed.

Chairman Maddox requested that Wayne Tedder, Director of PLACE, work with Mr. Carswell to address some of the concerns from the neighborhood regarding sound, etc.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Options #1 and #2: 1) Authorize staff to negotiate an agreement with Scott Carswell Presents, LLC for professional and operational service for the Capital Cascades Amphitheater at Cascades Park for ticketed, regional concerts, and authorize the County Administrator to execute the agreement in a form approved by the County Attorney, and 2) Approve the Resolution and associated Budget Amendment Request in the amount of $30,000 to commence initial marketing efforts and to develop a website for the amphitheater concert series. The motion carried 6-0 (Commissioner Dozier abstaining).

21. **Approval to Award Bid to Simplex Grinnell, LP in the Amount of $930,023 for the Upgrade of the Leon County Courthouse Fire Alarm System**

County Administrator Long introduced the item. He stated that the vendor was the lowest responsive bidder and met the MBE/WBE aspirational requirements for the bid.

Commissioner Sauls moved, seconded by Commissioner Desloge, to approve Option #1: Approve the award of bid to Simplex Grinnell, LP in the amount of $930,023 for the upgrade of the Leon County Courthouse fire alarm system, and authorize the County Administrator to execute an Agreement, in a form approved by the County Attorney. The motion carried 5-0 (Commissioners Proctor and Dozier out of Chambers).

22. **Approval of Agreement Awarding Bid to Sandco, Inc. in the Amount of $364,148 for Edinburgh Estates Drainage Improvements Project**

County Administrator Long introduced the item. He stated that the vendor was the lowest responsive bidder and met the MBE/WBE aspirational requirements for the job.

Commissioner Desloge moved, duly seconded by Commissioner Sauls, to approve Option #1: Approve the Agreement awarding bid to Sandco, Inc. in the amount of $364,148 for Edinburgh Estates Drainage Improvement Project, and authorize the County Administrator to execute the Agreement. The motion carried 6-0 (Commissioner Proctor out of Chambers).

23. **Approval of Agreement Awarding Bid to Advon Corporation in the Amount of $541,940 for the Construction of the Miccosukee Community Park Improvement Project**

County Administrator Long introduced the item. He stated that funding for the project is available in the FY 2013 Capital Improvement Projects budget and Advon Corporation was the lowest responsive bidder.

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Commissioner Desloge moved, duly seconded by Commissioner Dozier, to approve Option #1: Approve the Agreement awarding bid to Advon Corporation in the amount of $541,940 for the construction of the Miccosukee Community Park Improvement Project, and authorize the County Administrator to execute. The motion carried 6-0 (Commissioner Proctor out of Chambers).

24. **Approval of Agreement Awarding Bid to Dixie Paving & Grading, Inc., in the amount of $324,926 for the Construction of the Chaires Community Park Improvement Project**

County Administrator Long introduced the item. He stated that Dixie Paving & Grading was the lowest responsive bidder and met MBE/WBE aspirational targets.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, to approve Option #1: Approve the Agreement awarding bid to Dixie Paving & Grading, Inc., in the amount of $324,926 for the construction of the Chaires Community Park Improvement Project, and authorize the County Administrator to execute. The motion carried 7-0.

25. **Approval of Agreement Awarding Bid to North Florida Asphalt, Inc. in the Amount of $817,288 for the Construction of the Killearn Lakes 1b (Unit 2) Drainage Project**

County Administrator Long introduced the item. He stated that funding for the project was contemplated in the 2013 Capital Improvement Projects budget. He added that North Florida Asphalt was the lowest responsive bidder and met the MBE/WBE aspirational targets.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, to approve Option #1: Approve the Agreement awarding bid to North Florida Asphalt, Inc. in the amount of $817,288 for the construction of the Killearn Lakes 1b (Unit 2) Drainage Repair and Maintenance Project, and authorize the County Administrator to execute. The motion carried 7-0.

26. **Request to Schedule a First and Only Public Hearing on a Proposed Ordinance Amending Chapter 12, Article I, Creating a Section Entitled "Refueling Assistance for Persons with Disabilities" for Tuesday, September 10, 2013 at 6:00 p.m.**

County Attorney Thiele provided a summary of the item. He shared that the agenda item contains two proposed ordinances for the Board's consideration. Attachment 1 represents the original ordinance that was presented to the Board in November 2012. This proposed ordinance provides for a greater level of assistance to disabled customers by requiring that a decal be displayed with the phone number of the gas station so the customer could call an attendant for assistance. County Attorney Thiele articulated that Attachment 2 includes the recommendations offered by Mr. Harding at the November 2012 meeting, i.e., post hours and days when more than one employee would be on duty and the installation of some type of technology that allows communication between the customer and employee. He added that the Florida Petroleum Marketers and Convenience Store Association (FPMA) does not support the proposed ordinance in Attachment 2. County Attorney Thiele stated that staff recommends moving forward with Option 1 (Attachment 1) at this time, however, the Board is not precluded from considering the alternatives in Attachment 2 at a later date.

Speaker:

- J.R. Harding, 6027 Ox Bottom Manor Drive, stated that he and others within the disabled community do not feel the recommended ordinance achieves the desired goal. He submitted three guiding principles for consideration: 1) effective signage; 2) good communication, and 3) service with dignity. He profiled the challenges and dangers facing the disabled when getting in and out of a vehicle and reiterated that the proposed ordinance would not meet the needs of the disabled and aging baby boomers. He urged the Board to consider Option/Ordinance 2.
- Ned Bowman, 209 Office Plaza Drive, Executive Director of the Florida Petroleum Marketers and Convenience Store Association, informed the Board that his association represents over 7,000 convenience stores throughout the State. He stated that they had attempted to get legislation passed for standardized language throughout the State, but was unsuccessful. Mr. Bowman's concerns centered on the posting of hours on gas pumps as they could result in frivolous lawsuits if there were not two attendants at the station to offer assistance.

Commissioner Dozier inquired if there was discussion about a phased approach on the installation of newer technologies to help mitigate the financial impacts. She asked if Option/Ordinance 2 would apply to all stations or was there a way to mitigate that also. County Attorney Thiele responded that some discussion had taken place on a phased approach; however, not a lot of new stations are being built. He added that the Board could require all existing stations to do the "sticker" approach (Option/Ordinance 1) and then require that when any pumps are replaced or added, the provisions of Option/Ordinance 2 would apply.

Commissioner Dailey voiced favor for Option 1; however, posed as an alternative some type of economic incentive whereby gas stations are identified and promoted as providing enhanced services for the disabled, elderly, etc. He suggested that the Board move forward with Option/Ordinance 1, and go back to the table with stakeholders and the economic development experts to define and create an economic environment that addresses the goals.

Commissioner Dailey moved approval of Option 1: Schedule the first and only public hearing on a proposed Ordinance amending Chapter 12; Article 1, by creating a new section to be Entitled "Refueling Assistance for Persons with Disabilities" for Tuesday, September 10, 2013 at 6:00 p.m. The motion died for lack of a second.

Commissioner Lindley expressed dismay that the placement of signage indicating when workers would be available could result in lawsuits and received additional information from Mr. Bowman on this concern. Mr. Bowman acknowledged that the lawsuits he referred to pertained to the South Florida area. He also mentioned that his members are willing to sit down with staff and try to work out some type of compromise on how to make this work. Commissioner Lindley asked the County Attorney for guidance on options available to the Board.

County Attorney Thiele reviewed the alternatives that were available for Board consideration: 1) none of the above; 2) proceed with Option 1 and implement immediately; 3) proceed with Option 2 and proceed immediately; 4) adopt Option 2, but modify the ordinance to state that all new and renovated fueling stations would be required to adhere to the new requirements, and 4) Adopt Option 1 and direct staff to then work with station owners on the development of some type of an economic incentive that would help in the implementation of requirements (to be brought back to the Board).

Commissioner Desloge stated that he could support Option 1, but would like some more information on costs, lawsuits and what the Legislature might do.

Commissioner Desloge moved, duly seconded by Commissioner Dailey, approval of Option 1, as amended: Schedule the first and only public hearing on a proposed Ordinance amending Chapter 12; Article 1, by creating a new section to be Entitled "Refueling Assistance for Persons with Disabilities" for Tuesday, September 10, 2013 at 6:00 p.m., and direct staff to bring back additional information to addresses possible economic development incentives, determine the position of the Legislature, costs, and considers the lawsuit factor.

Commissioner Dailey commented on the great public/private partnership this endeavor provides; namely, creating jobs while meeting a need. He stated that he would like to be part of future discussions to help achieve the desired goal.

Mr. Harding conveyed that his group would be very supportive of a market driven solution and excited to participate in discussions to bring this about. He indicated a willingness to yield on the placement of signs until the issue is completely solved. He stated that there are economic incentives available through the ADA that allow a facility to write off some of the expenses.

Commissioner Proctor established with County Attorney Thiele that the cost to modify a gas pump was approximately $1,000. He commented that $1,000 was not an unreasonable amount of money to invest so that a disabled driver might have more independence. He asserted that he did not support the County incentivizing the implementation of new the provisions.

Chairman Maddox confirmed with Mr. Bowman that he had no objection to Option 1. However, Mr. Bowman did respond that 58% of the convenience stores in the State are "mom and pop" merchants and are not BP, Shell or another major provider. Chairman Maddox then asked Mr. Harding of his support for the Board's proposed direction. Mr. Harding responded that while Option 1 was "undesirable", it is the beginning and signifies a commitment to work to achieve "greater independence, greater dignity and a greater sense of safety" while refueling. He indicated that the disabled community would be supportive in working to achieve that objective.

Speaker:

- Tom DeLilla, 3233 Storrington Drive, described the difficulties experienced by the disabled and noted that safety is a real issue. He added that people will support stations that are familiar and provide good service. He stated that Option 1 is a move in the right direction.

Commissioner Dozier stated that she favored the placement of signage on gas pumps indicating when multiple employees are available to assist and suggested that this be revisited along with the market driven approach being considered.

Commissioner Sauls appreciated the concerns expressed and looks forward to finding a solution.

Chairman Maddox stated that while he had been prepared to support Option 2, he would support the motion on the floor.

The motion carried 7-0.

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27. **Approval of the Proposed Project Agreement with the Natural Resources Conservation Service for Slope Stabilization Projects on Lanier Street and Horace Road**

County Administrator Long introduced the item.

Commissioner Dailey moved, seconded by Commissioner Dozier, to approve Options #1 and #2: 1) Approve the proposed Project Agreement with the United States Department of Agriculture Natural Resources Conservation Service for the slope stabilization on Lanier Street and Horace Road, based on the parameters provided in this agenda request (Attachment #1), and authorize the County Administrator to execute, and 2) Approve the Resolution and associated Budget Amendment Request. The motion carried 7-0

Chairman Maddox recessed the Board at 5:29 p.m. for its dinner break and announced that it would reconvene at 6:00 to conduct the public hearings.

28. **Consideration of a Full Board Committee Appointment to the Affordable Housing Advisory Committee**

County Administrator Long introduced the item.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, to approve Option #1: Appoint Walissa Cobb to the Affordable Housing Advisory Committee. The motion carried 7-0.

29. **Ratification of Board Actions Taken at the FY 13/14 Budget Workshop**

County Administrator Long introduced the item. He relayed that the agenda item reflects the Board actions taken at the July 8 Budget Workshop.

Speaker:

- Curtis Baynes, 1323 E. Tennessee Street, questioned some of the items approved by the Board at the Budget Workshop, such as funding for a business incubator, which he opined was not a legitimate function for County government, and funding for a medical examiner facility.
  - County Administrator Long responded that staff respects Mr. Baynes' input into the budget process; however, pointed out that the line item referenced by Mr. Baynes was not included in the proposed Budget Balancing Strategy #2.

Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Options #1, #2, and #3: 1) Ratify Board actions taken at the July 8, 2013 Fiscal Year 2014 budget Workshop as reflected in the options specified in each budget discussion item section; 2) Establish the maximum countywide millage rate at 8.3144 mills, and 3) Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) at 0.5 mills. The motion carried 7-0.

Scheduled Public Hearings

Chairman Maddox reconvened the Board at 6:03 p.m. to conduct the following scheduled public hearings.

30. **First and Only Public Hearing to Amend Chapter 10 of the Code of Laws of Leon County Relating to Grade Change Limitations in Topographic Alterations**

County Administrator Long conveyed that the public hearing needed to be continued.

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Commissioner Desloge moved, duly seconded by Commissioner Sauls, to continue the public hearing to September 24, 2013 at 600 p.m. The motion carried 5-0 (Commissioners Dailey and Proctor out of Chambers).

31. **First and Only Public Hearing Regarding a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing**

County Administrator Long announced the public hearing. He recalled that the Board had at its June 18, 2013 meeting declared 11 recently acquired properties as surplus and directed staff to schedule a public hearing to adopt a resolution approving a list of county-owned properties appropriate for affordable housing.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Options #1, #2, #3, and #4: 1) Conduct the first and only public hearing and adopt the Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing; 2) Direct staff to work with Habitat for Humanity to determine which of the 11 properties meet their organization's needs for affordable housing purposes and proceed with the appropriate statutory process to transfer those identified properties to Habitat for Humanity for the construction of permanent affordable housing, and authorize the Chairman and County Administrator to execute any and all documents as needed to finalize the conveyance of such properties for such purpose, in a form approved by the County Attorney; 3) Direct staff to identify other appropriate affordable housing projects through Leon County's affordable housing program for any of the 11 properties that are not transferred to Habitat for Humanity for the construction of permanent affordable housing, and 4) Direct and authorize the County Administrator to sell any of the 11 properties, that are not used for affordable housing purposes either through transfer to Habitat for Humanity or through Leon County's affordable housing program, and authorize the Chairman and the County Administrator to execute any and all documents as needed to finalize the conveyance of such properties, in a form approved by the County Attorney.

Commissioner Desloge requested that staff provide an inventory list annually.

The motion carried 5-0 (Commissioners Proctor and Dailey out of Chambers).

32. **First and Only Public Hearing on Proposed Amendments to the Towing Ordinance**

County Attorney Thiele announced the public hearing. He mentioned that staff have endeavored to put together a single countywide towing ordinance; however, City staff have expressed concerns with giving up their authority to regulate trespass towing services. He stated that in a spirit of cooperativeness, it was decided that both jurisdictions would continue to have its respective ordinance. The proposed Ordinance dictates that the County would be solely responsible for regulating rotation towing services and for permitting all towing establishments/operators. Additionally, this method accomplishes the goal to increase efficiency and reduce confusion of dispatch operators referring to two separate ordinances and towing rotation lists.

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

33. **First of Two Public Hearings on a Development Agreement Between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC**

County Attorney Thiele announced the public hearing. He summarized that the proposed Development Agreement would maintain the original development assurances for the properties subject to the DeSantis Agreement while providing flexibility in transferring a large portion of those development rights to properties located south of Bannerman Road and adjacent to the existing Bradfordville Crossing development. In exchange, the county will acquire right-of-way needed for the future widening of Bannerman Road, right-of-way for the construction of an extension of Beech Ridge Trial from Kinhega Drive to Bannerman Road property for a passive park, stormwater facilities as well as the relocation of the Bradfordville Community Center building. County Attorney Thiele shared that the following must occur for the proposed site plan and development to be implemented: 1) conduct two scheduled public hearings; 2) amend the Bradfordville Sector Plan to change the land uses allowed on the north and south of properties, 3) implement zoning changes that applies to certain parts of the two parcels, 4) modify the Land Development Code to address height issues and description of multi-family issues, 5) modify recorded series of covenants and restrictions related to the south parcel, and 6) modify two Bradfordville Settlement Agreements that specify some of the issues that are proposed for change. He added that this is a six-part process and the Board would have at least seven more agenda items with seven more public hearings in order to effectuate the Development Agreement. He informed the Board that the development could be stopped at any time during the process.

Speakers:

- Susan Harrden, Attorney for Killearn Lakes Homeowners Association, stated that the Association adamantly objects to the public hearing based on its due process rights and asked the Board to not hold this as a public hearing. She commented that she has been the Associations legal representative since April; however, she was not notified of the public hearing. Ms. Harrden asserted that her client is a necessary party to the Development Agreement and it was imperative that the Association be included in the Development Agreement and not be seen as ancillary. She purported that the County had not abided by the 15-calendar day notice requirement as the notice in the *Tallahassee Democrat* was dated July 1. She also questioned the agenda item's no fiscal impact statement and noted that the report did not mention a DRI.
  - County Attorney Thiele responded to Ms. Harrden's objections.
    - He opined that full due process had been provided to all parties and the public hearing had been properly noticed per County Code.
    - He disagreed that the Association was a necessary and indispensable party to the Development Agreement, as the Agreement is between the owners of the parcels involved and does not require the inclusion of other properties outside of the parameters of the Agreement.
    - Regarding fiscal impact, he provided that there is a fiscal impact to the traffic concurrence agreement that already exists; this overlay which incorporates the Agreement does not. He reported that all donations, construction, movement of school, roadway development and construction, and stormwater ponds are the requirement of the developer, not the County.
    - County Attorney Thiele recommended that the Board continue with the Public Hearing.
      - Commissioner Proctor confirmed with the County Attorney Thiele that there was nothing memorialized in the Development Agreement that would limit the Board's ability to govern and provide for transportation improvements and enhancements such that are being sought.

- Claude Walker, 2073 Summit Lake Drive, appeared as a representative of the developer and cited the numerous benefits that the development would provide to the County, i.e., construction of the Beech Ridge Trail Extension, donation of right of way and stormwater facilities. He also mentioned the $40 million economic stimulus to the community from the project. Mr. Walker added that they have had numerous discussions with neighborhoods and those will continue so that concerns can be addressed.
- Andy Zimmerman, 4523 Bradfordville Rd., Centerville Rural Community Association (CRCA) President, stated that he was not properly noticed. He was concerned that the County's proposed modification to the Agreement was being done without, or with little, regard to the previous settlement agreement. He asked that all parties that were named in the original lawsuit be party to the discussions.
  - County Attorney Thiele assured Commissioner Proctor that a lawsuit had not been filed; merely a motion to modify the existing agreement. He established that potential lawsuits would come before the Board.
- Pamela Hall, 5051 Quail Valley Road, remarked that she was a member of CRCA. She provided comments regarding the Bannerman Development Agreement and offered proposed amendments to the Agreement which acknowledged the import of all the settlement agreements of the Bradfordville homeowner and neighborhood associations. (A copy of Dr. Hall's proposed amendments is included as part of the official record.)
- Tom O'Steen, Moore Bass Consulting, did not speak, but indicated that he was available for questions.
- Will Davis, 8204 Hunters Ridge Trail, resident of Killearn Lakes, spoke in support of the proposed development and mentioned a number of assets of the project.
- Mary Kane, 7788 McClure Drive, President of McBride Estates Homeowners Association, shared the Associations strong opposition to high density development as proposed. She opined that this was an opportunity for the Board to listen to its citizens.
- John Beranek, 7042 Duck Cove Road, asserted that the proposal was premature and not legally ready to go.
- James Walton, 7019 McBride Point, stated that he would be adversely impacted by the proposed development and expressed concern that the needed infrastructure was not in place to move forward with the project.
- John Buchanan 6946 Standing Pines Lane, conveyed that he lives on Lake McBride and was very concerned about the effects of the developments on the health of Lake McBride.
- Steve Bryant, 7642 McClure Drive, Vice-President and Treasurer of the McBride Hills Homeowners Association stated that a letter from the HOA had been submitted for inclusion in the record. He mentioned that the HOA was opposed to the high density rezoning of the property. Mr. Bryant submitted that while there were numerous HOA's involved, they speak with one voice in opposition to various portions of the proposed plan. He requested that the developer withdraw the current plan, work with the homeowners and bring it into compliance with covenants, agreements that have been reached and zoning.
- Dearl Hemphill, 6961 McBride Point, asserted that the proposal was not adequate to protect the lake and believes that the existing agreements should be upheld by the Commission.
- Bob Harris, 3536 Rosemont Ridge, requested that the Board not make this its first public hearing as the County does not have information about the true impacts of the developments which he deems are significant.
- Evan Dussia, 7000 Duck Cove Road, spoke to the danger of high density development on infrastructure and its impact on the lake.
- Pamela Hall read a letter from Jack Conrad, opposing the development, into the record.

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Commissioner Desloge thanked all for coming and sharing their comments and while understanding the concerns expressed, stated that he was, at this time, comfortable with "where this is going". He remarked that he has attended numerous meeting on this issue with the various homeowner associations and encouraged citizens to continue to express their thoughts and offer any constructive ideas. Commissioner Desloge asked David McDevitt, Development Support & Environmental Management Director, to address some of the comments regarding the four-inch standard and established that the Bradfordville Sector Plan has the highest stormwater standards within the County. Commissioner Desloge also confirmed with County Attorney Thiele that no action was being contemplated that would circumvent, mitigate or change any environmental standards and that no comprehensive plan amendment was necessary to effectuate the project.

Commissioner Dailey disclosed for the record that he had lunch with Rick Carney on June 26 to discuss homeless issues; however, this project was not discussed. He also stated that he was not the Dailey that lives on Standing Pines Lane.

Commissioner Dailey moved, duly seconded by Commissioner Maddox, to defer action on this item to a date to be determined.
Commissioner Dailey provided that he made the motion, not because he was against the development, but because it is premature. He stated that it is very important that neighborhoods and citizens know that when an agreement is made between the government and the citizens, it would be abided by. He gathered that most of the concerns expressed pertained to density, not the project. Commissioner Dailey commented that while he was not comfortable moving forward at this time, he looked forward to a type of development that everyone could agree on.

Commissioner Desloge initiated conversation on when the item would come back to the Board. Commissioner Dailey reiterated that he did not want to "hamstring" the process by placing a date certain in place, as it is "more important that it be done right than to be done fast".

County Attorney Thiele commented that should the motion pass, all other applications in-house would need to be put on hold also. Commissioner Dailey remarked that he recommended the Board defer action and not consider this the first public hearing to allow time to work out some of the problems. He noted that once the public hearing process begins there is no opportunity to make significant changes to the Agreement.

Commissioner Proctor brought forward a number of issues: He 1) established with County Attorney Thiele that the Bradfordville Settlement Agreement does not represent a moratorium on development, but rather provides a development standard for future developments; 2) inquired which provides the greater latitude to permit the development to go forward: the Bradfordville Sector Plan, the Comprehensive Plan, or the Land Development Code; 3) recommended that the County seek a Declaratory Judgment from the Courts so as to ascertain the County's and developers rights (County Attorney Thiele stated that he would look into this), and 4) suggested that the Board take a straw vote to determine if there was support on the Commission to move the development forward.

Commissioner Dozier stated that she could not support the motion on the floor. She asked about collaborative efforts and noted citizens' concerns about adverse effects to the water quality of surrounding lakes and safety. Mr. McDevitt responded that discussions regarding the Beech Ridge Trail extension and roundabout have been ongoing for several years; however, the new proposal to bring in the southside had only been in play for a couple of years. He recalled that the Board approved an agenda item outlining the proposal in July 2012. He then discussed the matter of density, stating that the issue seems to be with the type of density being proposed, as the Bradfordville Sector Plan envisioned small lot single family, attached

townhomes and duplexes, not apartments or higher density development. Mr. McDevitt confirmed that the Development Agreement adheres to all existing stormwater standards, no exceptions or exemptions are included. He acknowledged that one or two lane roundabouts is a concern and agreed that there would be some capacity issues until Bannerman Road is widened. Commissioner Dozier remarked that she was content to move this forward as there would be opportunity to stop the process along the way.

Chairman Maddox explained that while he seconded the motion, he supported a property owner's right to develop their property. However, he agreed with Commissioner Dailey that allowing time for all parties to meet and make any changes on the front-end was appropriate.

Commissioner Desloge offered a substitute motion, duly seconded by Commissioner Dozier, to approve Options 1 & 2: 1) Conduct the first of two public hearings on a proposed Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC, and 2) Schedule the second and final public hearing on a proposed Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC, for September 10, 2013 at 6:00 p.m.
Commissioner Desloge conveyed that he expects conversations to continue between the developer and residents and stated that if it is determined that the process is not proceeding in the manner in which the Board intended he would lead the charge to "pull the plug".

Commissioner Lindley stated that she would support the substitute motion. She believes this to be a great opportunity to develop approximately 100 acres at once and have a balanced growth plan. She remarked that she looked forward to further citizen input into this issue.

Commissioner Sauls relayed that she too would support the substitute motion. She noted that most of the concern seems to be focused on the proposed apartments and encouraged more discussion on this area. She stated that she would support moving forward at this time, but reserved the right to change her mind if a compromise is not reached to the satisfaction of all.

Commissioner Proctor opined that the project has the potential for future litigation and was concerned that residents of his district would pay, through their property taxes, to fight a legal battle to allow a developer to exercise their rights. He informed the Board that he was not willing to spend as much money or staff time as has been allocated in the past for this area of the County. Commissioner Proctor stated that while he was torn, he was satisfied that the applicant has followed the correct steps and adhered to County processes; he would support the substitution motion on the floor.

Chairman Desloge asked that anyone who did not speak see his aide Brenda Tanner (who would be in the lobby) and provide her their name and e-mail address so that he could keep everyone in the loop and be as inclusive as possible during this process.

Commissioner Dailey reiterated his position that his desire to defer was to slow down the process and allow time for all parties to reach some sort of an agreement.

Chairman Maddox stated that his vote against the substitute motion was not indicative of his lack of support for the development, but believes that the affected residents should have a chance to meet with the developer to resolve some issues.

The substitute motion carried 5-2 (Commissioner Dailey and Maddox in opposition)

34. **First and Only Public Hearing to Consider a Proposed Tri-Party Infrastructure and Conveyance Agreement Related to the Orchard Pond Parkway Toll Road**

County Attorney Thiele announced the public hearing. He stated that the Agreement would ultimately implement the toll road on the private property of the Phipps family. It has been tentatively designed to serve as an interconnect from extension of Bannerman Road to Old Bainbridge Road, and provide a number of recreational parking areas and trails. The result of the Agreement is that the County would become fee simple owners of the property itself and not incur any financial obligations. County Attorney Thiele noted the distribution of additional information to the Board on this matter, which included a revised recommendation.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, to approve Options #1 and #2, as revised in accordance with the additional information provided by memorandum on July 8, 2013, with any additional non-substantive changes to the Leasehold Mortgage provisions within Exhibit "B" therein in a form approved by the County Attorney, and 2) Authorize the Chairman and County Administrator to execute and accept any and all documents necessary to effectuate the conveyances to the County of the Leased Property, the Scenic Easements, and the Recreational Trails as set forth in the Tri-Party Infrastructure and Conveyance Agreement, as revised in accordance with the additional information provided by memorandum on July 8, 2013.

Commissioner Proctor emphasized the need for the County to obtain additional right-of-way to accommodate the expected increase in traffic along this corridor. While he ascertained from County Attorney Thiele that the County would receive 54 acres of land, Commissioner Proctor deemed that would not be sufficient for future needs. He also expressed concerns about the County's responsibilities for ongoing maintenance without receiving any of the toll receipts. County Attorney Thiele clarified that the County would receive the fee simple for the road, get stormwater facilities and scenic easements though the construction and maintenance would be the responsibility of the leasee. He added that the County has no perpetual maintenance or construction responsibility for the roadway.

Commissioner Desloge noted that a good bit of the property was already designated as conservation easement and development would be limited. He voiced appreciation to the property owner for stepping up to the plate and meeting a County need.

Commissioner Dailey expressed his support for the motion.

Commissioner Proctor reiterated his appeal for a greater amount of right-of-way to be committed to the County. He appealed to the property owner to donate an appropriate amount of property for future expansion.

The motion carried 7-0.

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers)

- Chairman Maddox confirmed there were no speakers on Non-agendaed Items.

Comments/Discussion Items

County Attorney Thiele

- Expressed condolences to City Attorney Shelley and his family on the loss of their son.

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County Administrator

- Echoed County Attorney Thiele's condenses to the Shelley family.
- Congratulated Commissioner Desloge on his recent swearing-in as President of the Florida Association of Counties (FAC).
- The Time Capsule Committee is holding a photo contest called "Picture Life in Leon County." Citizens are encouraged to submit photos depicting life in Leon County in 2013 to be included in the Viva Time Capsule. The photos must have been taken in 2013 and can be submitted through the County's website electronically or hard copy at either the Main Library or any branch location. The contest runs through August 31, 2013.
- A home replacement ceremony is been scheduled for Wednesday, July 10 at 10:30 a.m.
- The Public Safety Complex Grand Opening is Thursday, July 11, 2013 at 10:00 a.m.

Discussion Items by Commissioners

Commissioner Desloge

- Congratulated County Attorney Thiele on being elected President Florida Association of County Attorneys (fourth term).

Commissioner Proctor

- Suggested certificates and special recognition for the summer interns.
- Expressed concern that the Orchard Pond Toll Road may not be able to accommodate the amount of traffic from Bannerman Road and requested staff raise the question of obtaining additional right-of-way now in anticipation that the road would have to be expanded in the future.

Commissioner Dailey

- Applauded County Attorney Thiele on his fourth term as President of the Florida Association of County Attorneys and commented on how well respected he is by his peers.
- Announced that County Administrator Vincent Long was elected to the Board of Leadership Florida.

Commissioner Sauls

- Congratulated Commissioner Desloge and County Attorney Thiele on their recent appointments.
- Requested that staff look into Lemoyne's request to put up a gallery of pictures in the Courthouse. County Administrator Long relayed that staff is currently working on this.

Commissioner Lindley

- Announced a production by Laughingstock's Broads Way – "Thank God, I'm Old." It will be performed on July 26 and 27 at Oppenheim Music Hall.

Commissioner Dozier

- Commended and expressed appreciation to staff for their hard work.
- Expressed excitement for the opening the Public Safety Complex.

Commissioner Maddox

- Announced that County Administrator Long is a finalist for Tallahassee/Leon County Leader of the Year.

Receipt and File:

- None.

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ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:47 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

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Leon County
Board of County Commissioners

Notes for Agenda Item #2

Leon County
Board of County Commissioners

Cover Sheet for Agenda #2

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of Proposed Revised Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy"

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

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the proposed Revised Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy" (Attachment #1).

Report and Discussion

Background:

At its December 11, 2012 meeting, the Board adopted Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy," that established criteria and procedures for placing Proclamations on the Board's agenda. Policy No. 12-5 states that a County Commissioner may, under Commissioner Discussion Time at any regular Board meeting, request a Proclamation be placed on a future Board agenda.

In March 2013, a request was made to the Chairman to place a Proclamation on the Board's April 9, 2013 agenda. However, there was no second meeting in March for the Chairman to seek and receive Board approval. On March 26, 2013, the County Attorney's Office distributed a Memorandum recommending a change to Policy No. 12-5 in order to address a situation in which an event, program, or occasion would qualify for a Proclamation to be issued, but where there is no Board meeting scheduled in sufficient time to seek approval by the full Board and be able to have the Proclamation issued in a timely manner.

Analysis:

The proposed revision provides for a minor modification to Policy No. 12-5 in Article 4 "Procedure" that would provide that "proclamations for qualifying events, programs, or occasions may be approved by the Chairman during periods when no Board meeting is timely scheduled."

The proposed interim approval process would address the periods of time when proclamations might be sought; such as, during the Board's summer and winter recesses.

Options:

1. Adopt the proposed revised Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy."
2. Do not adopt the proposed revised Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy."
3. Board direction.

Recommendation:
Option #1.

Attachment:

1. Proposed revised Policy

Board of County Commissioners
Leon County, Florida

Policy No. 12 - 5

Title:	Proclamations and Resolutions- Ceremonial Recognition Policy
Date Adopted:	~~December 11, 2012~~ September 10, 2013
Effective Date:	~~December 11, 2012~~ September 10, 2013
Reference:	N/A
Policy Superseded	Policy No. 78-4, "Proclamations," adopted 9/26/989; Policy No. 98-01, "Model Resolutions," adopted 4/14/98; Policy No. 12-5, "Proclamations and Resolutions- Ceremonial Recognition Policy," adopted December 11, 2012

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that ~~Policy No. 78-4, "Proclamations," adopted by the Board of County Commissioners on September 26, 1978, and Policy No. 98-01, "Model Business Resolutions," adopted by the Board of County Commissioners on April 14, 1998,~~ Policy No. 12-5, "Proclamations and Resolutions- Ceremonial Recognition Policy," adopted December 11, 2012 be superseded and a ~~new~~ revised Policy be adopted in its place, to wit:

Article 1: Intent, Purpose, and Scope

A. The intent and purpose of this Policy is to establish guidelines to govern (i) the issuance of formal recognition in support of a particular event, program, or cause, or recognition of a particular individual, (ii) the recognition and celebration of extraordinary achievements of individuals or organizations that directly impact the County, and (iii) the honoring or recognition of important and significant occasions to increase public awareness of issues that will help to improve the health, safety, and welfare of the citizens of Leon County.

B. This Policy applies to the Board's issuance and presentation of all Proclamations and Resolutions, as those terms are herein defined. Furthermore, this Policy shall provide the exclusive policy and procedure for presenting any Proclamation or Resolution, and shall supersede any and all provisions of other Board policies to the extent that such other provisions may be inconsistent with this Policy.

C. Requests for Proclamations and Resolutions are reviewed on a case-by-case basis and the Board reserves the right to decline any request, as well as the right to make exceptions to this Policy and its procedures.

Article 2: Definitions

A. Board: the Leon County Board of County Commissioners.

B. County: Leon County, Florida.

C. Proclamation: the formal recognition, support, and celebration of (i) a particular event, occasion, program, or cause; (ii) a particular individual: or (iii) an extraordinary or significant achievement of an individual or organization that directly impacts the County.

D. Resolution: a formal expression of opinion, intention, or support declared by the Board by a majority vote after consideration of the matter as presented by County staff in an agenda request.

Article 3: Criteria

A. Requests for a Proclamation or Resolution will be considered by the Board only if its recognition, support, or celebration will result in the promotion of positive quality-of-life activities taking place in the County or will increase public awareness of issues that will help to improve the health, safety, and welfare of the citizens of the County. Examples of such activities and issues may include, but not be limited to, the following:

1. extraordinary or significant achievements of individuals or organizations that directly impact the County;
2. honoring occasions of importance and significance to the citizens of the County; and
3. matters with widespread community interest or concern;

B. Proclamations and Resolutions shall not be issued or adopted unless specifically approved by the Board. However, the Proclamation for qualifying events, programs, or occasions, may be approved by the Chairman during periods of time when no Commission meeting is timely scheduled. Furthermore, no Resolutions shall be adopted unless it has been considered in an agenda request at a regular meeting of the Board.

C. Requests for Proclamations or Resolutions that are similar to those that have already been issued during the same calendar year may be declined.

D. Requests for Proclamations or Resolutions may be declined if such request would result in the issuance or adoption by the Board of more than one Proclamation or Resolution per calendar year for the same individual or organization, or for the same event, occasion, program, or cause.

E. Proclamations and Resolutions for an annually occurring event, occasion, program, or cause shall not be automatically issued or adopted each year. Requests for such Proclamations and Resolutions will be required each year and will be reviewed on a case-by-case basis.

F. Proclamations shall not be issued for:

1. individuals, organizations, or events that do not directly impact the County;
2. campaigns, organizations, individuals, or events inconsistent with or contrary to County policies, ordinances, or laws;
3. events, occasions, programs, or causes that occur outside the boundaries of the County; or
4. events, occasions, programs, or causes sponsored by for-profit organizations, except when such sponsorship is for a charitable purpose.

G. No Proclamation or Resolution shall be used by the recipient as part of an advertisement or commercial promotion.

H. Requests for Proclamations or Resolutions from national or international organizations must originate from an individual or organization located in the County; requesting proclamations must have an in-County sponsor.

Article 4: Procedure

A. A County Commissioner may, under Commissioner Discussion Time at any regular Board meeting, request a Proclamation or Resolution.

1. With regard to a request for a Proclamation, such requests should include whether the Proclamation, if approved, would be presented at a Board meeting, mailed to an outside party, or presented at an outside special event. Absent any objections, the request for a Proclamation shall be considered approved by the Board.
2. With regard to a request for a Resolution, such request shall require a proper motion to present the request on the agenda of a subsequent Board meeting, and shall require a favorable majority vote for approval.
3. <u>Proclamations for qualifying events, programs, or occasions, may be approved by the Chairman during periods of time when no Board meeting is timely scheduled.</u>

B. The Board may authorize the Chairman to sign an approved Proclamation, attested to by the County Administrator, or a Commissioner may request that an approved Proclamation be signed by all members of the Board, attested to by the County Administrator. All Proclamations shall bear the official seal of the Board.

C. The number of Proclamations to be issued at any one Board meeting shall be at the Chairman's discretion; provided, however, the number of Proclamations issued at any one meeting shall not exceed five.

Leon County
Board of County Commissioners

Notes for Agenda Item #3

Leon County
Board of County Commissioners

Cover Sheet for Agenda #3

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Commissioner Appointments to the Housing Finance Authority and Human Services Grant Review Committee

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Ratify Commissioner Maddox's reappointment of Jeffrey Sharkey to the Housing Finance Authority.

Option #2: Ratify Commissioner Proctor's reappointment of Gail Milon to the Housing Finance Authority.

Option #3: Ratify Commissioner Dailey's appointment of Andrew Gay to the Housing Finance Authority.

Option #4: Ratify Commissioner Desloge's appointment of Aviram "Avi" Assidon to the Human Services Grants Review Committee.

Option #5: Waive the conflict of interest for Minority Women Small Business Enterprise Advisory Committee members Christi Hale, Michelle Wyrick, and Frank Williams.

Report and Discussion

Background:

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

Analysis:

Housing Finance Authority

Purpose: The HFA encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing. The Authority is authorized to issue and sell bonds, but first must seek approval of the Board.

Composition: Members serve four-year terms, expiring September 30, with each Commissioner having one appointment. No less than three members shall be knowledgeable in one of the following fields: labor, finance, or commerce. Additionally, HFA members serve as members on the Community Development Block Grant Citizens Task Force (Attachment #1).

Vacancies: The terms of Jeffrey Sharkey (Commissioner Maddox) and Gail Milon (Commissioner Proctor) will expire September 30, 2013. Both members are eligible for reappointment. James E. Davis (Commissioner Dailey) has resigned (Attachment #2). A new appointment is necessary to fill the unexpired term. An application has been received from Andrew Gay (Attachment #3).

Vacancy/Criteria	**Eligible Applicant**	**Recommended Action**
Commissioner Maddox	Jeffrey Sharkey	Commissioner Maddox makes reappointment.
Commissioner Proctor	Gail Milon	Commissioner Proctor makes reappointment.
James E. Davis *(resigned)*	Andrew Gay	Commissioner Dailey makes appointment.

Human Services Grant Review Committee

Purpose: This Committee evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board (Attachment #4).

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

Vacancies: The term of Tim Coughlin (Commissioner Desloge) expired December 31, 2012. An application was submitted by Aviram Assidon, expressing an interest in appointment (Attachment #5)

Additional Information: According to Policy No. 03-15, "Board-appointed Committee," regarding term limits, Mr. Coughlin is not eligible for reappointment.

Vacancy/Criteria	**Eligible Applicant**	**Recommended Action**
Tim Coughlin (No longer eligible)	Aviram "Avi" Assidon	Commissioner Desloge makes appointment.

Minority Women & Small Business Enterprise Advisory Committee (MWSBE)

It was brought to staff's attention that there are potential conflicts of interest for some of the current members of the MWSBE Committee. Members Christi Hale (Commissioner Dailey), Michelle Wyrick (Commissioner Lindley), and Frank Williams (Commissioner Dozier) are either owners, employees, or subcontractors of businesses that currently do business with the County under various contracts for construction and other such services. Based upon the County Attorney's review of the circumstances surrounding their business relationships, it is deemed they have a conflict that must be waived by the Board in order for them to continue to serve as MWSBE Committee members. Each named member has completed a Disclosure of Business Transaction, Relationship or Interest Form, as required (Attachment #6). The Board has the authority to waive the conflict of interest for these members by a two-thirds vote.

Options:

1. Ratify Commissioner Maddox's reappointment of Jeffrey Sharkey to the Housing Finance Authority.
2. Ratify Commissioner Proctor's reappointment of Gail Milon to the Housing Finance Authority.
3. Ratify Commissioner Dailey's appointment of Andrew Gay to the Housing Finance Authority.
4. Ratify Commissioner Desloge's appointment of Aviram Assidon to the Human Services Grants Review Committee.
5. Waive the conflict of interest for Minority Women & Small Business Enterprise Committee members Christi Hale, Michelle Wyrick, and Frank Williams
6. Board direction.

Recommendation:

Options #1, #2, #3, #4, and #5.

Attachments:

1. Eligibility and Criteria – Housing Finance Authority
2. Resignation – James E. Davis - Housing Finance Authority
3. Application – Andrew Gay – Housing Finance Authority
4. Eligibility and Criteria – Human Services Grants Review Committee
5. Application – Aviram Assidon - Human Services Grants Review Committee
6. MWSBE Disclosure of Business Transaction, Relationship or Interest Forms

Housing Finance Authority

Responsibility:
Encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing. The Authority is authorized to issue and sell bonds, but first must seek approval of BCC.

The Ordinance requires:
Section 8: Any bonds to be issued and sold by the HFA on the negotiated basis authorized in Sec. 159.613(2), FS, 1979, shall first be approved by resolution of the BCC, both as to the documents and the method of sale by the HFA.
Section 9: Any rules or regulations to be promulgated by the HFA setting forth standards or criteria for determining "eligible persons" in the program shall be submitted to and approved by the BCC prior to implementation.
Section 10: Contracts by the HFA shall first be approved by resolution of the BCC.
Section 11: The exercise of any of the powers hereby authorized or conferred is subject to the power of the BCC to approve the budget of the HFA.

Created By:
Ch. 159, Part IV, F.S.; Leon County Ordinance 80-39

Appointments:
7 - BCC Each Commissioner has an appointment.

Terms:
4 years, (a member holds office until his/her successor has been appointed and has qualified); Terms expire September 30. Number of terms allowed not specified in the statue or ordinance. Vacancies filled for remainder of unexpired term.

Eligibility Criteria:
No less than 3 members shall be knowledgeable in one of the following fields: labor, finance, or commerce.

Schedule:
Meets second Thursday of each month, from 11:30 a.m. to 1 p.m., at the Amtrack Building Training Room located on Railroad Avenue.

Contact Person / Staff:
Mr. Lamarr Kemp
Housing Services
Office of Human Services & Community Partnerships
606-1900
email: kempl@leoncountyfl.gov

Bond Counsel: Robert Reid
Bryant, Miller & Olive
101 North Monroe Street, Suite 900
Tallahassee, Florida 32301
Phone: 222-8611

Financial Advisor: David Moore
Public Financial Management
300 S. Orange Avenue, Suite 1170
Orlando, Florida 32801
Ph: (407)-648-2208
FAX: (407)-648-1323
and
Joe Litten
Public Financial Management
50 California Street, Suite 2300
San Francisco, CA 94111
Ph: (415)-982-5544

Members:

Sharkey, Jeffrey Capitol Alliance Group	Begin Term: 7/12/2011 End Term: 9/30/2013 Type: unexpired term	Original Date: 7/12/2011 Appointed by: Nick Maddox Commissioner At-large II	Email: jeff@capitolalliancegroup.com
Milon, Gail	Begin Term: 9/22/2009 End Term: 9/30/2013 Type: four years	Original Date: 9/22/2009 Appointed by: Bill Proctor Commissioner District I	Email:gmilon@metlife.com
Davis, James (Jim) E. **RESIGNED**	Begin Term: 10/14/2011 End Term: 9/30/2015 Type: four years	Original Date: 1/18/2011 Appointed by: John Dailey Commissioner District III	Email: jim@jamesdaviscpa.com
Stucks, Allen	Begin Term: 10/14/2011 End Term: 9/30/2015 Type: four years	Original Date: 12/14/2010 Appointed by: Jane G. Sauls Commissioner District II	Email: stucksfam@comcast.net

Gaver, Patrick Branch Banking & Trust	Begin Term: 1/29/2013 End Term: 9/30/2016 Type: four years	Original Date: 4/13/2010 Appointed by: Mary Ann Lindley Commissioner At-large I	Email: pgaver@bbandt.com
Rogers, Mike	Begin Term: 10/23/2012 End Term: 9/30/2016 Type: four years	Original Date: 8/23/2011 Appointed by: Kristin Dozier Commissioner District V	Email: Mike@Green-BuildingGroup.com
Lewis, Thomas	Begin Term: 4/9/2013 End Term: 9/30/2016	Original Date: 4/9/2013 Appointed by: Bryan Desloge Commissioner District IV	Email: nupe1963@aol.com

From: Lamarr Kemp
To: Coble, Christine
Date: 5/23/13 5:20 PM
Subject: Fwd: Re: HFA

Hi Christine,

We have an HFA Committee Member resignation letter; see below.

Let me know if you need anything else besides the below email that came directly from the resigning member.

Lamarr.

On 5/10/2013 at 2:57 PM, Jim Davis <jim@jimdaviscpa.com> wrote:

Lamar - I am finding it difficult to be able to attend a 2 hour meeting during the day; thus, I regret that I must submit my resignation from the Leon County Housing Authority. I appreciate the directions that the Authority is heading.

Jim Davis

Sent from my iPhone

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

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

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

Name: Andrew Gay | Date: 21-Aug-2013

Home Phone: (850) 524-1250 | Work Phone: (850)933-0052X | Email: gay.andrew@ccbg.com

Occupation: BUSINESS BANKING OFFICER | Employer: CAPITAL CITY BANK

Preferred mailing location: Work Address
Work Address: 217 N. MONROE STREET

City/State/Zip: TALLAHASSEE FL 32301

Home Address 1932 LAWSON ROAD

City/State/Zip: TALLAHASSEE FL 32308

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? 2.00 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Housing Finance Authority 2nd Choice:

What cultural arts organization do you represent, if any?

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

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? 4 or more
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: Caucasian Sex: Male Age: 26
Disabled? No District: District 3

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

I GRADUATED WITH MY DEGREE IN FINANCE FROM FLORIDA STATE UNIVERSITY AND THEN WENT ON TO RECEIVE MY MBA FROM VALDOSTA STATE UNIVERSITY. I BEGAN MY FULL TIME CAREER AT CAPITAL CITY BANK IN 2009 IN OUR FORECLOSED REAL ESTATE DEPARTMENT. MY JOB CONSISTED OF DISPOSING OF OUR MULTI-MILLION DOLLAR PORTFOLIO AS WELL AS JOINING IN WITH THE PEOPLE OF OUR COMMUNITY TO HELP MOVE US THROUGH THE ECONOMIC DOWNTURN WE FACED. I AM NOW A BUSINESS LENDER AT CAPITAL CITY BANK'S MAIN OFFICE (DOWNTOWN). OVER THE PAST YEAR, I HAVE SERVED AS THE AMERICAN HEART ASSOCIATION'S HEART WALK LEON COUNTY CHAIRMAN FOR CCB, AS A FUNDRAISING BOARD MEMBER FOR THE REFUGE HOUSE'S ANNUAL GOLF TOURNAMENT, AND AM ONE OF TWO OF THE FOUNDERS FOR AN UPCOMING COMMUNITY EVENT CALLED TLH: TALENT LIVES HERE. THIS COMMUNITY EVENT WILL COMBINE THE TIES OF OUR GREAT INSTITUTIONS TO THE TIES OF OUR GREAT COMMUNITY AND HELP INCREASE THE RETENTION RATE TO TALLAHASSEE FOR STUDENTS FROM OUR UNIVERSITIES AND COLLEGES. CURRENTLY, FSU AND TCC HAVE FULLY ENDORSED THE EVENT AND IT IS RAPIDLY MOVING FORWARD TO ITS IMPLEMENTATION DATE OF SPRING 2014. I AM ALSO

A MEMBER OF ACCESS TALLAHASSEE, NYP, ACCESS LEADS B, AND THE CHAMBER OF COMMERCE. I AM INTERESTED IN THE HFA COMMITTEE BECAUSE MY BACKGROUND IS IN REAL ESTATE AND LENDING AND I BELIEVE WE HAVE A TREMENDOUS OPPORTUNITY FOR POSITIVE IMPACT IN OUR COMMUNITY THROUGH THIS COMMITTEE.

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

Name: EMORY MAYFIELD Telephone: 850.402.7965
Address: 1301 METROPOLITAN BLVD. TALLAHASSEE, FL 32308

Name: ED MURRAY Telephone: 850.224.2300
Address: 1018 THOMASVILLE ROAD SUITE 200A TALLAHASSEE, FL 32303

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?

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

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

If yes, please explain.

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

If yes, please explain.

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

If yes, please explain.

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

Signature: J. Andrew Gay

This application was electronically sent: 8/21/2013 4:02:47PM

Human Services Grants Review Committee

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

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

Created By:
BCC Policy 81-3, adopted March 24, 1981

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

Appointments:
14 - BCC; Each Commissioner has 2 appointments.

Joint Planning Board -
2 Representatives from City of Tallahassee
2 Representatives from United Way of the Big Bend
2 Representatives from the County - 1 Chairman appointment and 1 staff

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

Eligibility Criteria:
Not specified in the policy.

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

Type of Report:
Funding recommendations.

Contact Person/Staff:
Shanea Wilks
Financial Compliance Officer
606-1900
email: wilkss@leoncountyfl.gov

Members:

Coughlin, Tim Leon County Sheriff's Department **INELIGIBLE**	Begin Term: 12/14/2010 End Term: 12/31/2012 Type: two years	Original Date: 1/12/1999 Appointed by: Bryan Desloge District IV	Email: coughlit@mail.co.leon.fl.us
Muhammed, Kaleema Agency for Health Care Administration **INELIGIBLE**	Begin Term: 12/14/2010 End Term: 12/31/2012 Type: two years	Original Date: 1/29/2003 Appointed by: Kristin Dozier District V	Email: muhammak@ahca.myflorida.com
LaMothe, Gerard	Begin Term: 1/24/2012 End Term: 12/31/2013 Type: two years	Original Date: 1/24/2012 Appointed by: Nick Maddox At-large II	Email: office@superiorpainting.net
McShane, Jim Workforce Plus	Begin Term: 06/01/2013 End Term: 12/31/2013 Type: two years	Original Date: 1/13/2004 Appointed by: Mary Ann Lindley At-large I	Email: Jim.McShane@wfplus.org
Wakeman, Mary L.	Begin Term: 12/10/2011 End Term: 12/31/2013 Type: two years	Original Date: 1/31/2007 Appointed by: Bryan Desloge District IV	Email: mwakeman@mcconnaughhay.com
DeMello, Beverlee	Begin Term: 12/10/2011 End Term: 12/31/2013 Type: two years	Original Date: 6/20/1995 Appointed by: Kristin Dozier District V	Email: bdemello@psc.state.fl.us
DeMeo, Ralph	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 2/14/2012 Appointed by: John Dailey District III	Email: ralphd@hgslaw.com
Gardner, Cynthia	Begin Term: 12/10/2011 End Term: 12/31/2013 Type: two years	Original Date: 3/25/2008 Appointed by: Bill Proctor District I	Email: gardc@aol.com

Piotrowski, Janis Weisz	Begin Term: 12/10/2011 End Term: 12/31/2013 Type: two years	Original Date: 9/14/2010 Appointed by: Jane G. Sauls District II	Email: janpio@comcast.net
Naddy, Tim	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/14/2010 Appointed by: Nick Maddox At-large II	Email: naddyt@homesandland.com
Phillips, Suzanne Q.	Begin Term: 12/9/2012 End Term: 12/31/2014 Type: two years	Original Date: 1/15/2009 Appointed by: Mary Ann Lindley At-large I	Email: suzanneqphillips@yahoo.com
Nicholsen, Linda	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 9/14/2010 Appointed by: Jane G. Sauls District II	Email: lnicholsen@gmail.com
Safreit, Kent.	Begin Term: 12/11/2012 End Term: 12/31/2013 Type: two years	Original Date: 1/24/2012 Appointed by: John Dailey District III	Email: kents@hgslaw.com
Weeks, Debra	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/14/2010 Appointed by: Bill Proctor District I	Email: dweeks@bondchc.com

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

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

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

Name: Aviram Assidon | Date: 26-Aug-2013

Home Phone: (954) 655-0494 | Work Phone: | Email: aa08c@med.fsu.edu

Occupation: MEDICAL STUDENT | Employer: FLORIDA STATE UNIVERSITY

Preferred mailing location: Home Address
Work Address:

City/State/Zip: FL

Home Address 240 SOHO COURT

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? No 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? 5.00 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Community Health Coordinating Committee 2nd Choice: Big Bend Health Council, Inc.

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:
I AM INTERESTED IN COMMUNITY HEALTH, PHILANTHROPY OR ANY OTHER AREA I CAN SERVE THE COMMUNIT

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? 4 or more
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? 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: Other Sex: Male Age: 23
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.

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

Name: LAURA OSTEEN Telephone: (850) 644-3342
Address: 100 SOUTH WOODWARD AVENUE FLORIDA STATE UNIVERSITY, TALLAHASSEE, FL 3

Name: MARY COBURN Telephone: (850) 644-5590
Address: 313 WESTCOTT BUILDING FLORIDA STATE UNIVERSITY

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

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

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

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

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

If yes, please explain.

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

If yes, please explain.

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

If yes, please explain.

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

Signature: Aviram Assidon

This application was electronically sent: 8/26/2013 1:11:37PM

Education

College of Medicine, Florida State University
Florida State University, B.S Biological Sciences, *Cum Laude,* Phi Beta Kappa
High School Diploma—Nova High School, 2008

Medical Experience

Research Associate September 2012 to Present
Children's Diagnostic and Treatment Center

- Assisted in nationally recognized clinical HIV research under the supervision of Ana Puga M.D.
- Responsible for patient histories, chart analysis and updating research records.

Research Intern Summer 2008 and 2010
University of Chicago Summer Department of Surgery

- Shadowed Donald Liu M.D in clinical and surgical settings. Took patient histories and observed over 200 adult and pediatric surgeries. Published abstract on Median Arcuate Ligament Syndrome to be presented at the 3rd World Congress of Pediatric Surgeons in New Dehli, 2011.

Professional Experience

Private Tutor September 2012 to Present

- Teach and mentor high school students in Math, Chemistry, Test Preparation and College Planning.

University Trustee and Student Body President March 2011 to April 2012
Florida State University Student Government Association

- Oversaw an organizational budget of 14 million dollars. Participated on over 20 university wide committees. Served as the sole student representative on the University Board of Trustees.
- As Cofounder of The Ignite Party and Candidate for Student Body President I initiated a 13,000 dollar fundraising campaign that was completed in 2 months. The Ignite Party won every available position a candidate was slated for.

Co-Founder March 2010 to May 2011
The Student Council for Undergraduate Research and Creativity (SCURC)

- Created the first printed student–run undergraduate research journal at FSU- "The Owl".

Other Experience and Achievements

2009-2011 FSU Neuroscience Department
2009-2011 Camp Boggy Creek Volunteer

2012 Phi Beta Kappa, National Academic Honor Society
2012 Beta Beta Beta, National Biological Honor Society
2010 Mentored Research and Creative Endeavors Award

2011 Pi Kappa Alpha Sabre and Key, Leadership and Academic Honor Society
2009 Bob Bradiewie New Senator of the Year Award
2010 Russell Hellein Returning Senator of the Year Award
Alpha Epsilon Delta, Pre-Medical Honor Society
Order of Omega, Greek Leadership Honorary
Garnet and Gold Key Honor Society

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
B Hale, Betty Christine "Christi"	President
MAILING ADDRESS: 17316 Commerce Blvd	AGENCY OR ADVISORY BOARD: MWSBE
CITY: Midway ZIP: 32343 COUNTY: Gadsden	ADDRESS OF AGENCY: 1800-3 Blairstone Rd Talla 32308

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   (X) Supplying the following realty, goods, and/or services: _____.

   (X) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:
   Hale Contracting, Inc.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   (✓) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; (✓) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A – REV. 1-98

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (✓) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____ _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   (✓) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; (✓) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
	8/7/13.	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 4A – REV. 1-98

[CONTINUED FROM FIRST SIDE]

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
Wyrick Michelle Latasha	President
MAILING ADDRESS	AGENCY OR ADVISORY BOARD
4948 Six Oaks Drive	MWSBE
CITY / ZIP / COUNTY	ADDRESS OF AGENCY
Tallahassee 32304 Leon	

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (✓) The reporting person,

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   (✓) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   Registered Vendor w/ County.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; (✓) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A – REV. 1-96

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (✓) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____ _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; (✓) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
[signature]	8/7/13	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 4A – REV. 1-96

[CONTINUED FROM FIRST SIDE]

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME · FIRST NAME · MIDDLE INITIAL	OFFICE / POSITION HELD
Williams Frank W.	President
MAILING ADDRESS	AGENCY OR ADVISORY BOARD
630 W. Brevard st.	MWSBE
CITY / ZIP / COUNTY	ADDRESS OF AGENCY
Tallahassee 32304 FL. Developers Inc	

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (✓) The reporting person;

   (✓) The spouse of the reporting person, whose name is Marsa Y. Williams; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   (✓) Supplying the following realty, goods, and/or services: _____.

   (✓) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; (✓) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A – REV. 1-98

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____ _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is (check applicable spaces):
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
	Aug. 7. 2013	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 4A – REV. 1-98

[CONTINUED FROM FIRST SIDE]

Leon County
Board of County Commissioners

Notes for Agenda Item #4

Leon County
Board of County Commissioners

Cover Sheet for Agenda #4

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of a Resolution Supporting Commissioner Bryan Desloge's Candidacy for Second Vice-President of the National Association of Counties and Authorization for Staff Support

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director of Economic Development and Business Partnerships
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:
This item has a fiscal impact. Commissioner Bryan Desloge intends to run for second vice-president of the National Association of Counties (NACo) in 2014. County staff support will be necessary during Commissioner Desloge's candidacy for Second Vice-President and require additional staff travel to the NACo Legislative and Annual Conferences. The item recommends the Board authorize the County Administrator to expend up to $10,400 for additional staff travel to the 2014 NACo Legislative and Annual Conferences. The funds are available in the County's General Contingency Fund.

Staff Recommendation:

Option #1: Adopt the Resolution supporting Commissioner Bryan Desloge's candidacy for Second Vice-President of the National Association of Counties (Attachment #1).

Option #2: Approve all travel by Commissioner Bryan Desloge in association with his candidacy for Second Vice-President of the National Association of Counties.

Option #3: Approve the Budget Amendment Request for staff travel to the 2014 National Association of Counties' Legislative and Annual Conferences (Attachment #2).

Report and Discussion

Background:
Since his election to the Board in 2006, Commissioner Bryan Desloge has been an active member of the Florida Association of Counties (FAC) and the National Association of Counties (NACo). Commissioner Desloge has served on several FAC and NACo committees in the capacity of chairman or vice-chairman. Additionally, he is currently serving a second consecutive term as President of FAC and as a member of the NACo Board of Directors. On July 26, 2013, Commissioner Desloge announced his intent to run for second vice-president of NACo.

Per NACo guidelines, those interested in running for second vice-president must provide written notification to the NACo Executive Director between October 1 and January 31. Although not explicitly stated, historically, candidates have received the endorsement of their respective state association (i.e. FAC) prior to notifying NACo of their intent.

FAC policy requires that a commissioner secure the support of his/her Board in form of a resolution in order to obtain the association's endorsement for any NACo office. The attached Resolution expresses the Board's support for Commissioner Desloge's candidacy for NACo second vice-president (Attachment #1). Additionally, the Resolution encourages the remaining 66 counties to endorse and support Commissioner Desloge's candidacy.

Analysis:
The election of NACo's Second Vice-President will take place on July 14, 2014 at the NACo Annual Conference in New Orleans, Louisiana. The process leading up to the elections will include formal notification of candidacy to NACo; the endorsement of FAC; the formal support of the County Commission; and, support of members of NACo throughout the country, which will require substantial travel during the next several months.

A successful campaign for NACo second vice-president will require Commissioner Desloge to travel throughout the nation to secure the support of NACo members, in addition to attending the NACo Legislative and Annual Conferences that are regularly approved as part of the Board's travel calendar. County Policy No. 09-1 requires the advance approval of travel by individual Commissioners. Much of the required travel has not yet been scheduled; and, as a result, staff recommends that the Board approve any travel for Commissioner Desloge in association with his candidacy for NACo second vice-president. Should Commissioner Desloge receive the endorsement of FAC, the association will provide for a portion of the travel cost, and will not require additional funds from the Commissioner's FY 14 office travel budget.

Considerable County staff support will be necessary during Commissioner Desloge's candidacy for second vice-president and require additional staff travel to the NACo Legislative and Annual Conferences. Typically, two - three County staff members attend the Legislative Conference and traditionally, staff does not attend the Annual Conference. It is anticipated an additional two – three County staff members will be required to attend the Legislative Conference, and up to six County staff members will be needed for the Annual Conference to provide support along with FAC staff during the election cycle for the second vice-president of NACo. As a result, staff recommends the Board authorize the County Administrator to expend up to $10,400 for additional staff travel to the 2014 NACo Legislative and Annual Conferences (Attachment #2).

Options:

1. Adopt the Resolution supporting Commissioner Bryan Desloge's Candidacy for Second Vice-President of the National Association of Counties (Attachment #1).
2. Approve all travel by Commissioner Bryan Desloge in association with his Candidacy for Second Vice-President of the National Association of Counties.
3. Approve the Budget Amendment Request for additional staff travel (Attachment #2).
4. Do not adopt the Resolution supporting Commissioner Bryan Desloge's Candidacy for Second Vice-President of the National Association of Counties.
5. Board direction.

Recommendation:
Options #1, #2, and #3.

Attachments:

1. Proposed Resolution supporting Commissioner Bryan Desloge's Candidacy for Second Vice-President of the National Association of Counties'
2. Budget Amendment Request

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING THE CANDIDACY OF COMMISSIONER BRYAN DESLOGE FOR SECOND VICE-PRESIDENT OF THE NATIONAL ASSOCIATION OF COUNTIES.

WHEREAS, Florida is the 4th largest state in the nation representing more than 19 million people in 67 counties; and,

WHEREAS, for more than 80 years, the Florida Association of Counties (FAC) has helped counties effectively serve and represent Floridians by strengthening and preserving county home rule through advocacy, education and collaboration; and,

WHEREAS, FAC is the only association representing Florida's counties – bringing together the collective experience and knowledge of 377 county commissioners and supported by thousands of county professional staff; and,

WHEREAS, FAC provides the cohesive platform that enables county officials and staff to speak with a unified voice on behalf of all Floridians; and,

WHEREAS, Leon County Commissioner Bryan Desloge has faithfully served on the Leon County Board of County Commissioners for seven years representing the citizens in District 4, as well as all of the citizens of Leon County; and,

WHEREAS, Commissioner Desloge currently serves as the President of the Florida Association of Counties and previously served as President-Elect, 1st Vice President, 2nd Vice President, and a policy chairman of the Florida Association of Counties; and,

WHEREAS, Commissioner Desloge has faithfully served on the National Association of Counties Board of Directors for two terms, as well as Vice Chair of the Behavioral Health Subcommittee; and,

WHEREAS, the National Association of Counties (NACo), founded in 1935, is the only national organization that represents county governments in the United States and provides essential services to the nation's 3,069 counties; and,

WHEREAS, NACo advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money; and,

WHEREAS, Commissioner Desloge is committed to bringing civility and unity back into public service to increase opportunities for taxpayers; and,

WHEREAS, Commissioner Desloge's passion has led him to join with others in the creation and development of the Village Square, a non-partisan public educational forum on matters of local, state, and national importance that is dedicated to maintaining factual accuracy in civic and political debate by growing civil dialog on divisive issues, and recalling the history and principles at the foundation of our democracy; and,

WHEREAS, Commissioner Desloge has introduced the members of FAC to the Village Square and has set his Presidential theme with the FAC to be Civility, Opportunity, Unity; and,

WHEREAS, the idea of bringing a civil debate to not only our local policy discussions but also to our state and national capitol are critical to solving the problems facing our communities; and,

WHEREAS, by focusing on facts and putting aside party politics our public servants can begin developing the solutions needed to provide our citizens with the opportunities promised by our founding fathers; and,

WHEREAS, Commissioner Desloge has announced his intent to run for Second Vice-President of the National Association of Counties to take the platform of Civility, Opportunity, Unity, to county, borough and parish officials nationwide as well as members of the legislative and executive branches of the United States.

NOW THEREFORE BE IT RESOLVED that the Leon County Board of County Commissioners fully supports and endorses the candidacy of Leon County Commissioner Bryan Desloge for the National Association of Counties office of Second Vice-President with the election to be held in July 2014.

BE IT FURTHER RESOLVED, that the Leon County Board of County Commissioners further encourages every county in Florida to endorse the candidacy of Commissioner Desloge and to also commit to attend the National Association of Counties Annual Conference in July 2014 so that all of Florida's 67 counties can place their vote to elect Commissioner Desloge Second Vice-President of the National Association of Counties.

ADOPTED by the Board of County Commissioners of Leon County, Florida, this 10th day of September 2013.

LEON COUNTY, FLORIDA

By:_____
Nicholas Maddox, Chairman
Board of County Commissioners

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

By:_____

Approved as to Form:
Leon County Attorney's Office

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2012/2013; 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 September, 2013.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2012/2013
BUDGET AMENDMENT REQUEST

No: BAB13037
Date: 8/26/2013

Agenda Item No:
Agenda Item Date: 9/10/2013

County Administrator

Vincent S. Long

Deputy County Administrator

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
							-
				Subtotal:		-	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
001	990	59900	599	General Fund Contingency Reserves	177,800	(10,400)	167,400
001	115	54000	513	Travel & Per Diem	20,684	5,200	25,884
001	114	54000	512	Travel & Per Diem	11,000	5,200	16,200
				Subtotal:		-	

Purpose of Request:

Additional funding for travel and per diem for county staff to attend the NACo Legislative and Annual Conferences to support Commissioner Desloge's candidacy for Second Vice-President of the National Association of Counties.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** ☐ **Motion** ☒ **Administrator** ☐

Leon County
Board of County Commissioners

Notes for Agenda Item #5

Leon County
Board of County Commissioners

Cover Sheet for Agenda #5

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Payment of Bills and Vouchers Submitted for September 10, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 11 through September 23, 2013

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

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for September 10, 2013, and pre-approve the payment of bills and vouchers for the period of September 11 through September 23, 2013.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval September 10, 2013 and pre-approval of payment of bills and vouchers for the period of September 11 through September 23, 2013. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the September 10, 2013 meeting, the morning of Monday, September 9, 2013. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the third Tuesday in September, it is advisable for the Board to pre-approve payment of the County's bills for September 11 through September 23, 2013, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for September 10, 2013, and pre-approve the payment of bills and vouchers for the period of September 11 through September 23, 2013.
2. Do not approve the payment of bills and vouchers submitted for September 10, 2013, and do not pre-approve the payment of bills and vouchers for the period of September 11 through September 23, 2013.
3. Board direction.

Recommendation:

Option #1.

VSL/AR/SR/cc

Leon County
Board of County Commissioners

Notes for Agenda Item #6

Leon County
Board of County Commissioners

Cover Sheet for Agenda #6

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval to Certify the Tax Collector's Recapitulation of the Property Tax Roll for 2012

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

Fiscal Impact:
This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve certification of the Recapitulation of the Property Tax Roll for 2012, which entitles the Tax Collector to credit the tax assessment roll accordingly (Attachment #1).

Report and Discussion

Background:

The Board is required to review and certify the Tax Collector's Recapitulation of the tax assessment roll for the previous year. Each year, a review of the recapitulation for the Board is made with recommendation for approval or denial.

Analysis:

The Tax Collector is required to present a recapitulation of the tax roll for the previous year for approval by the Board. This recapitulation is the reconciling document, which balances the tax roll, after review, of errors, including insolvencies, double assessments, litigation discounts, penalties, and additions, which are discovered during the tax collection period.

Options:

1. Approve certification of the recapitulation of the Property Tax Roll for 2012, which entitles the Tax Collector's to credit the tax assessment roll accordingly.
2. Do not approve the recapitulation of the Property Tax Roll for 2012.
3. Board direction.

Recommendation:
Option #1.

Attachment:
1. Tax Collector's Recapitulation of the Property Tax Roll for 2012

Instructions

To Tax Collectors:

(1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
(2) Do not list any item without showing the reason or code in the right-hand marginal column.
(3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
(4) On exemptions specify whether widow, veteran, homestead, disability, etc.

Recapitulation

I, DORIS MALOY, Tax Collector of LEON County, Florida. hereby certify that the within and foregoing is a true list of all, ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year 2012 ; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2012 Assessment Roll in the following amounts:

Errors	$590,715.31
Insolvencies	$.00
Double Assessments	$.00
Discounts	$9,402,113.57
Federal Bankruptcies	$245,052.74
Warrants Pending	$270,703.28
County Certificates	$315,134.60
Others: (Specify)	
Total	$10,823,719.50

Dated this the 19th day of July, 2013 (year).

Doris H Maloy
Tax Collector, LEON County

To County Commissioners: Read carefully the certificate below before signing.

Recapitulation

We, the undersigned members of the Board of County Commissioners in and for the County of LEON Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from the list and made a separate list of such items which in our judgement should be collected by the Tax Collector, that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. DORIS MALOY
Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors	$590,715.31
Insolvencies	$.00
Double Assessments	$.00
Discounts	$9,402,113.57
Federal Bankruptcies	$245,052.74
Warrants Pending	$270,703.28
County Certificates	$315,134.60
Others: (Specify)	
Total	$10,823,719.50

Dated this the _____ day of _____, year _____.

_____ Chairman

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Clerk - Attest

_____ Member

Date: 07/29/2013

Instructions

To Tax Collectors:

(1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
(2) Do not list any item without showing the reason or code in the right-hand marginal column.
(3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
(4) On exemptions specify whether widow, veteran, homestead, disability, etc.

Recapitulation

I, DORIS MALOY, Tax Collector of LEON County, Florida. hereby certify that the within and foregoing is a true list of all, ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year 2012 ; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2012 Assessment Roll in the following amounts:

Errors	$590,715.31
Insolvencies	$.00
Double Assessments	$.00
Discounts	$9,402,113.57
Federal Bankruptcies	$245,052.74
Warrants Pending	$270,703.28
County Certificates	$315,134.60
Others: (Specify)	
Total	$10,823,719.50

Dated this the 19th day of July, 2013 year.

Tax Collector, LEON County

To County Commissioners: Read carefully the certificate below before signing.

Recapitulation

We, the undersigned members of the Board of County Commissioners in and for the County of LEON Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from the list and made a separate list of such items which in our judgement should be collected by the Tax Collector, that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. DORIS MALOY
Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors	$590,715.31
Insolvencies	$.00
Double Assessments	$.00
Discounts	$9,402,113.57
Federal Bankruptcies	$245,052.74
Warrants Pending	$270,703.28
County Certificates	$315,134.60
Others: (Specify)	
Total	$10,823,719.50

Dated this the _____ day of _____, year _____.

Chairman

Member | Member

Member | Member

Member | Member

Clerk - Attest | Member

DR-502 FINAL 2012 TAX COLLECTORS RECAPITULATION OF THE ROLL FOR LEON COUNTY , FLORIDA
DATE 07/11/2013 FINAL FOR FUNDING GROUP CODE

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
DEBITS:							
1 TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER	224,892,305.60	15,311,599.70	169,732.59	30,430,483.46	2,410,692.56	18,996.84	273,233,810.75
2 PLUS ADDITIONS TO THE ROLL E &I	26,341.90	7,535.61	.00	4,430.91	1,682.58	.00	39,991.00
3 LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00	.00	.00	.00	.00	.00	.00
4 PENALTIES COLLECTED ON CURRENT ROLL	.00	.00	.00	.00	.00	.00	.00
5 TOTAL TAXES LEVIED ON TAX ROLL	224,918,647.50	15,319,135.31	169,732.59	30,434,914.37	2,412,375.14	18,996.84	273,273,801.75
CREDITS:							
6 TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	216,775,651.10	14,408,537.67	162,942.16	29,333,321.07	2,263,998.10	18,236.84	262,962,686.94
7 DISCOUNTS ALLOWED	7,708,630.00	551,057.75	6,787.43	1,050,235.08	84,643.62	759.69	9,402,113.57
8 TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)	224,484,281.10	14,959,595.42	169,729.59	30,383,556.15	2,348,641.72	18,996.53	272,364,800.51
9 WARRANTS PENDING	.00	231,877.95	.00	.00	38,825.33	.00	270,703.28
10 COUNTY TAX SALE CERTIFICATES HELD	283,825.27	.00	.00	31,309.33	.00	.00	315,134.60
11 ERRORS AND INSOLVENCIES	395,683.72	110,658.09	3.00	61,377.79	22,992.40	.31	590,715.31
12 UNCOLLECTED TAXES DUE TO PENDING LITIGATION	201,427.44	21,806.42	.00	18,944.35	2,874.53	.00	245,052.74
13 PENALTIES AND INTEREST ON WARRANTS	446,570.03	4,802.57	.00	60,273.25	958.84	.00	512,604.69
14 OVER(-) OR UNDER(+) COLLECTED	.00	.00	.00	.00	.00	.00	.00
15 TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)	224,918,647.50	15,319,135.31	169,732.59	30,434,914.37	2,412,375.14	18,996.84	273,273,801.75

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.
DATED: 7/19/13 SIGNATURE: Doris J. Maly, TAX COLLECTOR

DR-502 FINAL 2012 TAX COLLECTORS RECAPITULATION OF THE ROLL FOR LEON COUNTY , FLORIDA
DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE C100 COUNTY GENERAL FUND

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
DEBITS:							
1 TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER	103,741,005.17	7,686,955.62	85,211.67	.00	.00	.00	111,513,172.46
2 PLUS ADDITIONS TO THE ROLL E &I	15,338.64	3,781.85	.00	.00	.00	.00	19,120.49
3 LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00	.00	.00	.00	.00	.00	.00
4 PENALTIES COLLECTED ON CURRENT ROLL	.00	.00	.00	.00	.00	.00	.00
5 TOTAL TAXES LEVIED ON TAX ROLL	103,756,343.81	7,690,737.47	85,211.67	.00	.00	.00	111,532,292.95
CREDITS:							
6 TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	100,006,972.70	7,233,587.39	81,802.62	.00	.00	.00	107,322,362.71
7 DISCOUNTS ALLOWED	3,562,701.69	276,650.32	3,407.54	.00	.00	.00	3,842,759.55
8 TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)	103,569,674.39	7,510,237.71	85,210.16	.00	.00	.00	111,165,122.26
9 WARRANTS PENDING	.00	116,410.12	.00	.00	.00	.00	116,410.12
10 COUNTY TAX SALE CERTIFICATES HELD	121,300.13	.00	.00	.00	.00	.00	121,300.13
11 ERRORS AND INSOLVENCIES	182,695.23	55,553.12	1.51	.00	.00	.00	238,249.86
12 UNCOLLECTED TAXES DUE TO PENDING LITIGATION	89,244.54	10,947.59	.00	.00	.00	.00	100,192.13
13 PENALTIES AND INTEREST ON WARRANTS	206,570.48	2,411.07	.00	.00	.00	.00	208,981.55
14 OVER(-) OR UNDER(+) COLLECTED	.00	.00	.00	.00	.00	.00	.00
15 TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)	103,756,343.81	7,690,737.47	85,211.67	.00	.00	.00	111,532,292.95

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.
DATED: 7/15/13 SIGNATURE: Doris A. Maly, TAX COLLECTOR

DR-503 FINAL 2012 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED
FOR LEON COUNTY , FLORIDA

DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE A100 STORM WATER

EVERY SPACE MUST BE FILLED IN.
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE WRITE(NONE)

		NON-ADVALOREM ASSESSMENT SEC. 197.3632
DEBITS:		
1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,042,480.00
2	PLUS ADDITIONS TO THE ROLL E &I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,042,480.00
CREDITS:		
5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	1,000,719.82
6	DISCOUNTS ALLOWED	33,143.30
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,033,863.12
8	COUNTY TAX SALE CERTIFICATES HELD	6,399.44
9	ERRORS AND INSOLVENCIES	480.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	1,737.44
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,042,480.00

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/19/13 SIGNATURE: _____, TAX COLLECTOR

DR-503 FINAL 2012 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED
FOR LEON COUNTY , FLORIDA

DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE A200 SOLID WASTE FEE

EVERY SPACE MUST BE FILLED IN.
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,513,920.00
2	PLUS ADDITIONS TO THE ROLL E &I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,513,920.00

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	1,453,218.98
6	DISCOUNTS ALLOWED	47,747.30
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,500,966.28
8	COUNTY TAX SALE CERTIFICATES HELD	9,238.86
9	ERRORS AND INSOLVENCIES	840.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	2,874.86
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,513,920.00

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/19/13 SIGNATURE: Doris A McCoy, TAX COLLECTOR

DR-503 FINAL 2012 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED
FOR LEON COUNTY , FLORIDA

DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE A300 STREET PAVING

EVERY SPACE MUST BE FILLED IN.
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	345,902.28
2	PLUS ADDITIONS TO THE ROLL E &I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	345,902.28

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	323,485.78
6	DISCOUNTS ALLOWED	7,679.51
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	331,165.29
8	COUNTY TAX SALE CERTIFICATES HELD	9,793.63
9	ERRORS AND INSOLVENCIES	1,207.52
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	3,735.84
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	345,902.28

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/19/13 SIGNATURE: Doris H McCoy, TAX COLLECTOR

DR-502 FINAL 2012 TAX COLLECTORS RECAPITULATION OF THE ROLL FOR LEON COUNTY , FLORIDA
DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE C130 EMERGENCY MEDICAL SERVICE

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
DEBITS:							
1 TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER	6,238,658.64	462,268.55	5,124.35	.00	.00	.00	6,706,051.54
2 PLUS ADDITIONS TO THE ROLL E &I	922.42	228.57	.00	.00	.00	.00	1,150.99
3 LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00	.00	.00	.00	.00	.00	.00
4 PENALTIES COLLECTED ON CURRENT ROLL	.00	.00	.00	.00	.00	.00	.00
5 TOTAL TAXES LEVIED ON TAX ROLL	6,239,581.06	462,497.12	5,124.35	.00	.00	.00	6,707,202.53
CREDITS:							
6 TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	6,014,104.01	435,003.99	4,919.29	.00	.00	.00	6,454,027.29
7 DISCOUNTS ALLOWED	214,253.87	16,637.36	204.97	.00	.00	.00	231,096.20
8 TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)	6,228,357.88	451,641.35	5,124.26	.00	.00	.00	6,685,123.49
9 WARRANTS PENDING	.00	7,001.16	.00	.00	.00	.00	7,001.16
10 COUNTY TAX SALE CERTIFICATES HELD	7,294.76	.00	.00	.00	.00	.00	7,294.76
11 ERRORS AND INSOLVENCIES	10,987.74	3,341.10	.09	.00	.00	.00	14,328.93
12 UNCOLLECTED TAXES DUE TO PENDING LITIGATION	5,366.38	658.34	.00	.00	.00	.00	6,024.72
13 PENALTIES AND INTEREST ON WARRANTS	12,425.70	144.83	.00	.00	.00	.00	12,570.53
14 OVER(-) OR UNDER(+) COLLECTED	.00	.00	.00	.00	.00	.00	.00
15 TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)	6,239,581.06	462,497.12	5,124.35	.00	.00	.00	6,707,202.53

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.
DATED: 7/15/13 SIGNATURE: _____, TAX COLLECTOR

DR-503 FINAL 2012 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED
FOR LEON COUNTY , FLORIDA

DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE A400 COUNTY SEWER

EVERY SPACE MUST BE FILLED IN.
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	3,481.73
2	PLUS ADDITIONS TO THE ROLL E &I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	3,481.73

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	3,352.43
6	DISCOUNTS ALLOWED	129.30
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	3,481.73
8	COUNTY TAX SALE CERTIFICATES HELD	.00
9	ERRORS AND INSOLVENCIES	.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	.00
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	3,481.73

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/19/13 SIGNATURE: _____, TAX COLLECTOR

DR-503 FINAL 2012 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED
FOR LEON COUNTY , FLORIDA

DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE A500 COUNTY SEWER MAINT F164

EVERY SPACE MUST BE FILLED IN.
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	236,668.17
2	PLUS ADDITIONS TO THE ROLL E &I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	236,668.17

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	227,897.24
6	DISCOUNTS ALLOWED	8,412.07
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	236,309.31
8	COUNTY TAX SALE CERTIFICATES HELD	358.86
9	ERRORS AND INSOLVENCIES	.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	.00
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	236,668.17

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/19/13 SIGNATURE: _____, TAX COLLECTOR

DR-503 FINAL 2012 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED
FOR LEON COUNTY , FLORIDA

DATE 07/11/2013 FINAL FOR FUNDING AGENCY CODE A800 COUNTY FIRE SERVICE

EVERY SPACE MUST BE FILLED IN.
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT
SEC. 197.3632

DEBITS:		
1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,640,931.82
2	PLUS ADDITIONS TO THE ROLL E &I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,640,931.82
CREDITS:		
5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	1,553,204.66
6	DISCOUNTS ALLOWED	45,122.80
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,598,327.46
8	COUNTY TAX SALE CERTIFICATES HELD	12,680.87
9	ERRORS AND INSOLVENCIES	22,445.25
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	7,478.24
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,640,931.82

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/19/13 SIGNATURE: Doris A. McNally, TAX COLLECTOR

Leon County
Board of County Commissioners

Notes for Agenda Item #7

Leon County
Board of County Commissioners

Cover Sheet for Agenda #7

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets in the Amount of $27,000

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

Fiscal Impact:
This item has a fiscal impact of $27,000. Adequate funding is available in the Law Enforcement Trust Fund. As of August 22, 2013, the fund has a balance of $374,530.

Staff Recommendation:

Option #1: Approve the transfer of $27,000 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.

Report and Discussion

Background:

Florida Statute provides for disposition of liens and forfeited property as follows:

(1) The proceeds from the sale of forfeited property shall be disbursed in the following priority. Payment of the balance due on any lien preserved by the court in the forfeiture proceedings

(2) If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the Board of County Commissioners or the governing body of the municipality. Such proceeds and interest earned shall be used for school resource officers, crime prevention, safe neighborhoods, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

The Statute gives the Sheriff's office the discretion to determine which program(s) will receive the designated proceeds. The funds may be expended upon request by the Sheriff to the Board of County Commissioners, accompanied by a written certification that the request complies with the provisions of the Statute.

Analysis:

Sheriff Larry Campbell has requested a draw of $27,000 from the Law Enforcement Trust Fund for crime prevention and school resource officer programs (Attachment #1). Examples of these programs listed in the attachment are the Citizens Academy, Crime Watch, and Youth Prevention programs, such as McGruff the Crime Dog and D.A.R.E.

The Sheriff has certified that the Law Enforcement Trust Fund assets requested would be utilized in accordance with the requirements of Florida Statute as follows:

Crime Prevention Programs	$20,000
School Resource Deputy Programs	$ 7,000
Total Forfeiture Request	**$27,000**

As of August 22, 2013, a balance of $374,530 is available in the Law Enforcement Trust Fund. The funds will be disbursed directly from the trust fund.

Options:

1. Approve the transfer of $27,000 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.
2. Do not approve the transfer of $27,000 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.
3. Board direction.

Recommendation:
Option #1.

Attachment:
1. Law Enforcement Trust Fund letter from the Sheriff

Sheriff **Larry Campbell**

LEON COUNTY SHERIFF'S OFFICE

August 21, 2013

Honorable Nick Maddox
Chairman, Board of County Commissioners
Leon County Courthouse
301 South Monroe Street
Tallahassee, FL 32301

Dear Chairman Maddox,

The Leon County Sheriff's Office is requesting a draw from the *Law Enforcement Trust Fund* in the amount of $27,000.

These funds will be utilized to help support the Leon County Sheriff's Office's Crime Prevention and School Resource Deputy programs.

I hereby certify that this expenditure complies with Section 932.7055 F.S. Please call me if you have any questions regarding this request.

Sincerely,

Larry Campbell
Sheriff

Enclosures

Post Office Box 727 ★ Tallahassee, Florida 32302-0727
Office Phone (850) 922-3300 ★ Jail Phone (850) 922-3500
Please visit us on the web at: www.leoncountyso.com

Leon County Sheriff's Office

Inter-Office Memorandum

Date: 19 August 2013

To: Gene Griffin, Chief Administrative Officer

From: Major Rob Swearingen
Special Services Division

Subject: *2011-2012 Forfeiture Fund Request*

The following request for forfeiture funds is in accordance with F.S. 932.7055(5)(a), for crime prevention and school resource deputy programs.

Crime Prevention Programs:

Citizens Academy (Two Classes)	$ 4,000.00
Youth Sports Sponsorships (10 Baseball Teams @ $500, All-Star Sponsorships)	5,500.00
Crime Watch Signs	2,500.00
Crime/Drug Prevention Charities	3,000.00
Public Service Announcements	5,000.00
	$20,000.00

School Resource Deputy Programs:

Youth Prevention Programs (McGruff, DARE, GREAT, etc.)	$ 3,00.00
Youth Promotional Items (Printed Materials, Novelties, etc.)	4,000.00
	$ 7,000.00

Total Forfeiture Request	$27,000.00

Leon County
Board of County Commissioners

Notes for Agenda Item #8

Leon County
Board of County Commissioners

Cover Sheet for Agenda #8

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Realignment of the Sheriff's FY 2013 Law Enforcement Budget

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

Fiscal Impact:
This item has no fiscal impact. The realignment of the Sheriff's Law Enforcement budget does not increase or decrease the FY 2013 appropriations.

Staff Recommendation:

Option #1: Approve the realignment of $999,252 from the Sheriff's FY 2013 Law Enforcement personnel services budget to the operating and capital outlay budgets.

Report and Discussion

Background:

The Sheriff is required by Florida Statute to request authorization of the Board of County Commissioners to amend his budget.

Analysis:

In order to advance fund the capital replacement program, as approved at the July 8, 2013 Budget Workshop, and to properly align the Law Enforcement budget to fund the new Consolidated Dispatch Agency, the Sheriff requests Board approval to realign $999,252 from his Law Enforcement personnel services accounts to the proper operating and capital accounts (Attachment #1). This realignment will allow payments to the Consolidated Dispatch Agency as a contracted operating expense, and for the Sheriff to purchase necessary capital replacement equipment prior to the end of the current fiscal year.

Options:

1. Approve the realignment of $999,252 from the Sheriff's FY 2013 Law Enforcement personnel services budget to the operating and capital outlay budgets.
2. Do not approve the realignment of $999,252 from the Sheriff's FY 2013 Law Enforcement personnel services budget to the operating and capital outlay budgets.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Letter from Sheriff Campbell requesting the realignment of the Law Enforcement budget.

Sheriff **Larry Campbell**

LEON COUNTY SHERIFF'S OFFICE

August 21, 2013

Honorable Nick Maddox
Chairman, Board of County Commissioners
Leon County Courthouse
301 South Monroe Street
Tallahassee, FL 32301

Dear Chairman Maddox,

Due to the Consolidated Dispatch Agency (CDA) effective date of April 1, 2013 and the Advance Funding Capital Replacement Program (as approved during the July 8, 2013 Budget Workshop), a budget adjustment of $999,252 is needed. The Leon County Sheriff's Office is requesting a budget amendment for the re-alignment of these dollars to *Operating (Contractual Services)* and *Capital* from *Personnel Service* as detailed below.

Law Enforcement	**Current**	**Change**	**Amended**
Personnel Services	27,099,277	(999,252)	26,100,025
Operating	4,664,661	819,252	5,483,913
Capital	715,900	180,000	895,900
Total	32,479,838	0	32,479,838

If you have any questions, please feel free to contact me or Gene Griffin at 850-922-3335.

Sincerely,

Larry Campbell
Sheriff

cc: Vincent S. Long, County Administrator

Post Office Box 727 ★ Tallahassee, Florida 32302-0727
Office Phone (850) 922-3300 ★ Jail Phone (850) 922-3500
Please visit us on the web at: www.leoncountyso.com

Leon County
Board of County Commissioners

Notes for Agenda Item #9

Leon County
Board of County Commissioners

Cover Sheet for Agenda #9

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval to Allocate Funds for Fiscal Year 2012/13 to the Leon County Schools Pursuant to the Leon County Expanded Driver's Education Program

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Wanda Hunter, Director, Office of Intervention and Detention Alternatives

Fiscal Impact:
This item has been budgeted and funds are available in accordance with County Ordinance #2002-20.

Staff Recommendation:

Option 1: Approve the allocation of 100% of fiscal year 2012/13 Dori Slosberg funds to Leon County Schools for the 2013/14 school year's Expanded Driver's Education Program.

Option 2: Authorize the County Administrator to execute the Agreement with the Leon County Schools for the 2013/14 school year's Expanded Driver's Education Program (Attachment #1).

Report and Discussion

Background:

On September 24, 2002, the Board adopted Ordinance #2002-20 providing for an additional $3.00 civil traffic penalty in Leon County, effective October 1, 2002. The purpose of the additional funds is to support expanded driver's education programs in public and nonpublic school in accordance with the "Dori Slosberg Driver Education Safety Act."

Since FY 2002/03, the Board has contracted with Leon County Schools (LCS) for expanded driver's education services. The following analysis provides the LCS's goals for use of the funds in the 2012/13 school year and provides a summary report of how FY 2011/12 funds were used for driver's education instruction in the 2012/13 school year.

Analysis:

Proposed Use of Funds for FY 2013/14 Contract

A total of $ 138,274 is currently available through Dori Slosberg funds for the Leon County School's 2013/14 Driver's Education Program. Leon County Schools have proposed using the funds to employ one full time and one part time certified driver's education instructor. The two employees will assist with on the road driving experience at six public high schools: Chiles, Godby, Leon, Lincoln, Rickards and S.A.I.L. Additionally, the funds would be used to assist with maintenance of the driver's education vehicles and would also provide for the purchase of additional materials for the students' on the road driving experiences. A contract outlining the terms and conditions of the LCS's use of these funds is included as Attachment #1.

Summary Report for FY 2012/13 from Leon County School Board

During FY 2012/13 Leon County Board of County Commissioners awarded Leon County Schools $148,735.00 from the 2011/12 Dori Slosberg funds for "behind the wheel" driver's education instruction. Leon County Schools used the money to hire two full time driving instructors who rotated on a daily basis among the aforementioned public high schools. A total of 573 students received on the road driving experience from a certified driver's education instructor. As a result of that instruction, the Florida Department of Motor Vehicles granted operator license waivers to 537 students, 94% of those who participated in road driving instruction. Each student received an average of 78 minutes of on the road experience in addition to classroom instruction.

A copy of Leon County Schools' 2013-2014 Dori Slosberg Fund Proposals and 2012-2013 Summary Report is included as Attachment #2.

Options:

1. Approve the allocation of 100% of fiscal year 2012/13 Dori Slosberg funds to Leon County Schools for the 2013/14 school year's Expanded Driver's Education Program.
2. Authorize the County Administrator to execute the Agreement with Leon County Schools for services for the 2013/14 school year, pursuant to the Expanded Driver's Education Program (Attachment #1).
3. Board direction.

Recommendation:
Options #1 and #2.

Attachments:

1. FY 2013 -2014 Leon County Expanded Driver's Education Agreement
2. 2013-2014 Dori Slosberg Fund Proposals and 2011-2012 Summary Report

VSL/AR/WH/wh

Fiscal Year 2013-2014 Leon County Expanded Driver's Education Agreement

This Agreement dated this 11th day of September 2013, by and between LEON COUNTY ("County"), a political subdivision of the State of Florida, and LEON COUNTY SCHOOL BOARD, hereinafter referred to as the "School Board."

WHEREAS, the County has identified the need to further the provision of driver's education for Leon County citizens; and

WHEREAS, the County adopted Ordinance #2002-20 on September 24, 2002, providing for an additional $3.00 civil traffic penalty to fund traffic education programs in public and non-public schools; and

WHEREAS, the County has recommended funding to the Leon County School Board, as set forth in this document; and

NOW THEREFORE, for and in consideration of the following, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: Clients To Be Served.

Eligibility for services under this Agreement shall be limited to residents of Leon County. Proof of residency shall be established by the School Board and documentation of residency shall be maintained by the School Board. Funding from this program shall be made available for driver education programs in both public and nonpublic schools.

Section 2: Services To Be Offered by School Board.

Funds shall primarily be used to fund the salary for one full-time and one part-time instructional position to provide behind-the-wheel instruction for driver education programming on a daily basis. These positions shall provide instruction in all participating schools and shall be dedicated solely to the instruction of the driver education program and associated duties. Remaining budgeted funds may be used for the maintenance of the School Board's fleet of vehicles used for driver education instruction, to purchase classroom driver education materials.

Section 3: Budget.

At the Board of County Commissioners' regular meeting held on September 10, 2013, the Board approved the allocation of $138,274 to the School Board for the 2013-2014 school year to provide driver education instruction pursuant to Ordinance No. 02-20. Notwithstanding the aforementioned, the performance of the County's obligations under this Agreement shall be subject to and contingent upon the availability of such lawfully expendable funds.

Section 4: Payment.

Not later than October 15, 2013, the County shall remit payment to the School Board in the amount of $ 138,274.

Section 5: Reports.

A. The School Board shall submit a comprehensive final (annual) report to the County that provides a detailed summary of all expenditures made and clients served utilizing the funds remitted to the School Board pursuant to this Agreement. This annual report shall detail the outcomes experienced from this program and the volume and types of services performed in the reporting year. This report shall be due to the County Administrator or his designee by June 14, 2014.

Section 6: Audits, Records, and Records Retention.

The School Board agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with the 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, time sheets, 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 School Board 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 Section 4, paragraph A, 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, as well as federal auditors, pursuant to 45 C.F.R., Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 7: Monitoring.

The School Board agrees:

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

B. Following any such evaluation by the County, the County will deliver to the School Board 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 School Board will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The School Board's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the School Board being deemed in breach or default of this contract; (b) the withholding of payments to the School Board by the County; and, (c) the termination of this Agreement for cause.

Section 8: Termination.

A. The County may terminate this Agreement without cause, by giving the School Board thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give the School Board such thirty (30) day written notice if the County determines 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 School Board.

B. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the School Board or due to the discovery of noncompliance with any item detailed within this Agreement.

Section 9: Liability Limitation.

Each party hereto agrees that it shall be responsible for the negligent or wrongful acts or omissions of its employees in accordance with Florida law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth Florida law, including Section 768.28, Florida Statutes.

Section 10: 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 School Board to deviate from the requirements of the Agreement, School Board shall obtain the prior written consent of the County. The parties agree to renegotiate if amendments to this Agreement become necessary in order to comply with applicable laws, regulations, or amendments to applicable laws or regulations.

Section 11: Construction.

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

Section 12: Status.

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

Section 13: Assignments.

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the County, nor shall the School Board assign any monies due or to become due to it hereunder without the prior written consent of the County.

Section 14: Public Entity Crimes Certification.

The School Board hereby certifies, pursuant to §287.133, Florida Statutes, that neither the School Board nor its agents have been convicted of a public entity crime. Violation by the School Board or its agents of §287.133, Florida Statutes, shall be grounds for cancellation of this Agreement by Leon County.

Section 15: Dori Slosberg Driver Education Safety Act Compliance Statement

The School Board hereby certifies that it shall comply with the provisions of §318.1215, Florida Statutes (2007) requiring that at least thirty percent (30%) of students' instruction time during the invoice period was utilized for behind-the-wheel training.

Section 16: School Board's Responsibility.

It shall be the sole responsibility of the School Board to comply with all applicable Federal, State, County and City statutes, codes, ordinances, rules and regulations in the performance of the School Board's obligations under this Agreement.

Section 17: Term

This Agreement shall commence upon full execution hereof, and terminate on August 8, 2014, unless terminated sooner pursuant to the provisions of Section 9 herein.

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

SCHOOL BOARD OF LEON COUNTY, FLORIDA

By:_____
Its Chair

Date:_____

ATTESTED BY:
Clerk for School Board of Leon County, Florida

By: _____

APPROVED AS TO FORM:
Attorney for the School Board of Leon County, Florida

By: _____

LEON COUNTY, FLORIDA

By:_____
Vincent S. Long
Leon County Administrator

Date:_____

ATTESTED BY:
Bob Inzer, Clerk of the Court

By:_____
Bob Inzer, Clerk

APPROVED AS TO FORM:
County Attorney's Office

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

BOARD CHAIR
Georgia "Joy" Bowen

BOARD VICE CHAIR
Maggie B. Lewis-Butler

LEON COUNTY SCHOOLS

BOARD MEMBERS
Dee Crumpler
DeeDee Rasmussen
Forrest Van Camp

SUPERINTENDENT
Jackie Pons

June 24, 2013

Honorable Nick Maddox
Chairman, Board of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

Dear Chairman Maddox,

Leon County Schools is very appreciative of the partnership with the Board of County Commissioners with regard to the Dori Slosberg funds. The behind the wheel driving experiences that our students have enjoyed over the past ten years has been invaluable.

Enclosed you will find a summary report for the 2012-2013 school year, including all expenditures and results of the program. At this time the Leon County School Board is requesting 100% funding of the Dori Slosberg fund. We have also included a proposal for the 2013-2014 school year.

The Leon County School Board appreciates the continued support from the Board of County Commissioners. Together we provide a necessary and important experience for the young drivers in Leon County.

Sincerely,

Jackie Pons

2757 West Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7147 • Fax (850) 487-7141 •
www.leonschools.net

"The Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color or disability."

Building the Future Together

2013-2014 Dori Slosberg Fund Proposals

Leon County Schools Goals:

1. Leon County Schools will employ 2 full time certified driver's education instructors. These two employees will assist with on the road driving experiences at (6) public high schools.

2. We will use Slosberg funds to assist with the up-keep and maintenance of the driver education vehicles.

3. We will purchase additional materials for student on the road driving experiences. We will purchase as many materials as funding will allow.

2012-2013 Summary Report

Summary of Expenditures:

Leon County Board of Commissioners awarded Leon County Schools $148,735.00 from the Dori Slosberg funds for behind the wheel driver's education instruction. Leon County used these funds to hire (2) two on the road driving instructors to rotate on a daily basis among six (6) public high schools (Chiles, Godby, Leon, Lincoln, Rickards, and S.A.I.L.).

Expenditures are as follows:

• Teacher's annual salary (including benefits)	$133,468.00
• Summer employment	$5,200.00
• Fuel	$3,000.00
• Maintenance/repairs	$7,000.00
TOTAL	**$148,668.00**

Program Evaluation:

- Students at (6) six public high Schools received on the road driving experiences from a certified driver's education instructor.
- A total of 573 students benefited from on the road driving experiences.
- Operator license waivers were assigned to 537 qualified student drivers.
- 94% of the students that experienced on the road driving instruction received a Department of Motor Vehicle operator's license waiver.
- Each student received an average of 78 minutes of on the road driving time.

Leon County
Board of County Commissioners

Notes for Agenda Item #10

Leon County
Board of County Commissioners

Cover Sheet for Agenda #10

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a 2013 Florida Department of Health, Bureau of Emergency Medical Services Matching Grant in the Amount of $16,000

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tom Quillin, Chief, Division of Emergency Medical Services
Lead Staff/ Project Team:	Mac Kemp, Deputy Chief, Division of EMS

Fiscal Impact:
This item is associated with a matching grant and has a fiscal impact. The grant process requires a 25% local match of $5,333. There is adequate funding available in the Emergency Medical Services (EMS) Budget.

Staff Recommendation

Option #1 Accept the 2013 Florida Department of Health, Bureau of Emergency Medical Services matching grant in the amount of $16,000 (Attachment #1), and authorize the County Administrator to execute all documents related to the grant.

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

Report and Discussion

Background:
This agenda item seeks Board acceptance of a matching grant from the Florida Department of Health, Bureau of Emergency Medical Services (DOH/EMS) in the amount of $16,000 for funding of Cardio-Pulmonary Resuscitation (CPR) training for minority populations.

This grant project is essential to the following FY2012 & FY2013 Strategic Initiatives that the Board approved at the January 29, 2013 meeting:

- "Provide community risk reduction programs (such as AED/CPR training)";
- "Support programs which advocate for AED's in public spaces"; and
- "Provide Emergency Medical Services."

These particular Strategic Initiatives align with the Board's Strategic Priorities – Quality of Life,

- "Provide essential public safety infrastructure and services which ensures the safety of the entire community (Q2)"; and,
- "Maintain and further develop programs and partnerships necessary to support a healthy community, including: access to health care and community-based human services (Q3)."

Each year the DOH/EMS makes funding available to EMS organizations in Florida through matching grants. The DOH/EMS provides 75% of the funding towards the project with the County being responsible for a 25% match. The purpose of this grant is to improve and enhance pre-hospital emergency medical services. The Board approved the submission of this grant application at the April 9, 2013 meeting.

Analysis:
On June 14, 2013, the County was notified by the DOH/EMS that the community CPR training grant project was approved (Attachment #1). This grant project is to provide CPR training to minority populations in Leon County through CPR rallies and other training events. The total budget of this project is $21,333, with the DOH/EMS providing $16,000 of grant funding, and the County providing the $5,333 local match. There is adequate funding available in the EMS budget to cover the local match requirement (Attachment #2).

Options:
1. Accept the 2013 Florida Department of Health, Bureau of Emergency Medical Services matching grant in the amount of $16,000, and authorize the County Administrator to execute all documents related to the grant.
2. Approve the Resolution and associated Budget Amendment Request.
3. Do not accept the 2013 Florida Department of Health, Bureau of Emergency Medical Services matching grants in the amount of $16,000.
4. Board direction.

Recommendation:
Options #1 and #2.

Attachments:
1. Grant award notification
2. Resolution and associated Budget Amendment Request

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Florida HEALTH

John H. Armstr
State Surgec

Vision: To be the Healthiest State in the Nation

June 14, 2013

Mr. Vincent Long, County Administrator
Leon County
301 South Monroe Street
Tallahassee, Florida 32301

Dear Mr. Long:

I am pleased to award Leon County Emergency Medical Services an emergency medical services (EMS) matching grant in the amount of $16,000.00. The grant ID code is M2006. In accordance with section 401.113(2)(b), *Florida Statutes*, the grant budget is 75 percent state funds and 25 percent matching funds. Your required local cash match for this grant is $5,333.00. The purpose of this grant is to improve and expand EMS by assisting your organization to provide CPR training for the minority community.

This grant program is number 64.003 in the *Florida Catalog of State Financial Assistance*. The state money is paid from the Department of Health's EMS Trust Fund and there are no federal funds involved.

Your signed grant application affirms you have read, understand, and will comply with the terms and conditions in the "Florida EMS Matching Grant Program Application Packet, June 2008."

The grant begins the date of this letter and ends June 30, 2014. Reports are due the third week of November 2013, March 2014, and July 2014 (the final report). Please include with your final report a refund check for any unspent state funds and interest earned, if any. Enclosed is a copy of the expenditure report form and the reporting requirements.

Thank you for your participation in this state EMS grant program. If you need assistance, please feel free to contact Mr. Alan Van Lewen, Health Services and Facilities Consultant in the EMS Program, at (850) 245-4440, extension 2734.

Sincerely,

Victor Johnson, Director
Division of Emergency Preparedness
and Community Support

VJ/avl
Enclosures

cc: Mr. Mac Kemp, Deputy Chief

Florida Department of Health
Division of Emergency Preparedness and Community Support
4052 Bald Cypress Way, Bin A-23 • Tallahassee, FL 32399-1748
PHONE: 850/245-4440- • FAX 850/921-8162

www.FloridasHealth.com
TWITTER:HealthyFLA
FACEBOOK:FLDepartmentofHealth
YOUTUBE: fldoh

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2012/2013; 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 September, 2013.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2012/2013
BUDGET AMENDMENT REQUEST

No: BAB13038
Date: 8/28/2013

Agenda Item No:
Agenda Item Date: 9/10/2013

County Administrator
Vincent S. Long

Deputy County Administrator
Alan Rosenzweig

Request Detail:

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
135	990	59900	599	Fund 135 Contingency	245,000	-5,333	239,667
135	950	591127	581	Transfer to Fund 127		5,333	5,333

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
127	961044	334202	000	DOH EMS Matching Grant		16,000	16,000
127	961044	381135	000	Transfer from Fund 135		5,333	5,333
							-
							-
							-
							-
							-
					Subtotal:	21,333	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
127	961044	55401	526	Training		21,333	
							-
							-
					Subtotal:	21,333	

Purpose of Request:

This matching grant realizes funding from the Florida Department of Health/EMS Section that will be utilized by the Leon County Emergency Medical Services to provide CPR training to minority populations through CPR rallies and other training events.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

Leon County
Board of County Commissioners

Notes for Agenda Item #11

Leon County
Board of County Commissioners

Cover Sheet for Agenda #11

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a 2013 Florida Department of Health, Bureau of Emergency Medical Services Entitlement Grant in the Amount of $48,728

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tom Quillin, Chief, Division of Emergency Medical Services
Lead Staff/ Project Team:	Chad Abrams, Deputy Chief, Division of EMS

Fiscal Impact:
This item is associated with grant funding that is contemplated in the FY 13/14 EMS budget.

Staff Recommendation

Option #1 Accept the Florida Department of Health, Bureau of Emergency Medical Services entitlement grant in the amount of $48,728, (Attachment #1), and authorize the County Administrator to execute all documents related to the grant.

Option #2 Approve the Resolution in support of the grant (Attachment #2).

Report and Discussion

Background:
This agenda item seeks Board acceptance of a county entitlement grant from the Florida Department of Health, Bureau of Emergency Medical Services (DOH/EMS) in the amount of $48,728 for the improvement and expansion of Emergency Medical Services (EMS).

This grant project is essential to the following FY2012 & FY2013 Strategic Initiatives that the Board approved at the January 29, 2013 meeting:

- "Provide Emergency Medical Services."

These particular Strategic Initiatives align with the Board's Strategic Priorities – Quality of Life,

- "Provide essential public safety infrastructure and services which ensures the safety of the entire community (Q2)"; and,
- "Maintain and further develop programs and partnerships necessary to support a healthy community, including: access to health care and community-based human services (Q3)."

Each year the DOH/EMS makes funding available to counties in Florida through this entitlement grant program for the purposes of improving and expanding EMS within the County. The County has been notified by the DOH/EMS that this year's grant funding is $48,728 (Attachment #1)

Analysis:
The DOH/EMS County Grant is budgeted in the FY 13/14 EMS budget to be used for the acquisition of EMS equipment. As a part of the acceptance process, the Board must approve a Resolution certifying that the grant funds will be used to improve and expand pre-hospital EMS and will not be used to supplant existing County EMS budget allocations (Attachment #2).

Options:
1. Accept the Florida Department of Health, Bureau of Emergency Medical Services entitlement grant in the amount of $48,728, and authorize the County Administrator to execute all documents related to the grant.
2. Approve the Resolution in support of the grant.
3. Do not accept the Florida Department of Health, Bureau of Emergency Medical Services entitlement grant in the amount of $48,728.
4. Board direction.

Recommendation:
Options #1 and #2.

Attachments:
1. Grant Notification
2. Resolution

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Vision: To be the Healthiest State in the Nation

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

July 16, 2013

Chairperson
Leon County Board of
County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

Dear Chairperson:

We are pleased to announce that you may now request the annual emergency medical services (EMS) county grant funds for the improvement and expansion of your county's pre-hospital EMS. The amount for your county this year is $48,728.00.

The stipulation for improvement and expansion is mandated by section 401.113 (1), *Florida Statutes* that requires counties to use the funds solely to improve and expand pre-hospital EMS. Therefore, costs are not allowed for replacement, ongoing expenses, and recurring dues or payments of any kind. Your total grant budget must equal the amount cited above; although, you may request changes during the grant period.

We are again using the 2008 edition grant booklet and forms. You can access the PDF form online at http://www.fl-ems.com/Forms/Forms.html or contact state grant staff for the forms in Microsoft Word.

To obtain the funds, the county must appropriately complete and send to the state one signed original and one copy of the two-page application, DH Form 1684; Request for Grant Fund Distribution page, DH Form 1767P; and a resolution described in Item #4 of the application form. Send to: Attn. Alan Van Lewen, DOH EMS Program County Grants, 4052 Bald Cypress Way, Mail Bin A22, Tallahassee, FL 32399-1722. The deadline for us to receive completed applications is November 15, 2013.

Thank you for your previous cooperation and support to improve and expand quality EMS. Please contact me, if you have any questions.

Sincerely,

Alan Van Lewen

Alan Van Lewen
Health Services and Facilities Consultant
EMS Program Grants Unit

cc: Mr. Tom Quillin

Florida Department of Health
Bureau of Emergency Medical Oversight, EMS Program
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722
PHONE: (850 245-4440, Ext. 2734 • FAX (850) 245-4378

www.FloridasHealth.com
TWITTER:HealthyFLA
FACEBOOK:FLDepartmentofHealth
YOUTUBE:fldoh

Posted at 5:00 p.m. on August 29, 2013

RESOLUTION NO._____

WHEREAS, The Board of County Commissioners of Leon County, Florida proposes to submit a EMS County Grant Application to the Florida Department of Health; and,

WHEREAS, The Board of County Commissioners desires to improve the pre-hospital EMS system in order to better serve the public.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby certifies that the proposed use of EMS grant funds will improve and expand the County pre-hospital EMS system and will not be used to supplant current levels of County expenditures.

Adopted this _____day of _____, 2013

LEON COUNTY, FLORIDA

BY: _____
Nicolas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Leon County
Board of County Commissioners

Notes for Agenda Item #12

Leon County
Board of County Commissioners

Cover Sheet for Agenda #12

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Division of Libraries Long-Range Plan for Library Service, FY 14-16, and approval of Annual Plan for Library Service, FY 14, as Required in Support of the Annual State of Florida Library Grant.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Cay Hohmeister, Director of Libraries

Fiscal Impact:
This item is associated with a grant and there is no County match requirement. Board-approved Long-Range and Annual plans are required in the application for State Aid to Libraries. The funding for State Aid to Libraries is contemplated in the FY 2013-2014 budget.

Staff Recommendation:

Option #1: Approve the Library's Long-Range Plan for Library Service, FY 14-16, and the Annual Plan for Library Service, FY 14.

Report and Discussion

Background:

State Aid supplemental operating funds are awarded by the Florida Legislature, through the Florida Department of State, Division of Library and Information Services, to public libraries in Florida who meet the eligibility requirements as detailed in Chapter 257, *Florida Statutes*.

The amount of State Aid awarded varies from year to year, based upon appropriations designated by the Florida Legislature. The funds are deposited in the County's General Fund to offset the Library's expenses, as budgeted within the County's General Fund. The County's public library system has consistently met requirements and received grant funding every year since 1963.

One of the State Aid grant requirements is that a three-to-five year long-range plan and an annual plan for the upcoming fiscal year must be on file with the Division. The library's governing body, in this case, the Leon County Board of County Commissioners, must approve these plans.

This is a two-part application process. An approved Long-Range Plan and current fiscal year plan, the application and Grant Agreement signed by the County Administrator and the Clerk of Courts and approved as to form by the County Attorney are due October 1, 2013. A detailed breakdown of the Library's current budget and an operating statistical report for FY 13 are due on December 1, 2013.

Analysis:

Through Leon LEADS, Leon County has instituted a bi-annual strategic planning process. Beginning with the Board's annual retreat, specific County priorities are established and implemented through a series of strategic initiatives. At the departmental level, department-specific strategic plans are established with individual business plans that serve to align the optimized resources of the organization. Individual departmental business plans serve to implement the Board's priorities and initiatives.

The State requirements for the Library's Long-Range Plan are slightly different from the County's internal planning documents. Additionally, the three-year time horizon overlaps with the County's current two-year departmental cycle. The state's required plans and the associated grant funding do, however, align and serve to support the Board's Quality of Life Strategic Priority (Q8):

Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning.

The previous Board-approved Long-Range Plan for Library Service for FY 11-13 expires September 30, 2013. A new Long-Range Plan for FY 14-16, and the Annual Plan for FY 14, were developed using a planning model from the American Library Association. Input was received from county residents and library staff, as well as from a focus group composed of all the members of the Library Advisory Board, facilitated by a consultant from the Division of Library and Information Services. The focus group considered the Library's Business Plan in its discussion.

The goals of the Long-Range Plan for Library Service are:

1. Stimulate Imagination
2. Satisfy Curiosity and Offer Resources for Decision-Making
3. Connect to the Online World
4. Create Young Readers and Support Success in School
5. Support Adult Literacy and English-Language Study
6. Provide a Comfortable Place to Visit

The Annual Plan provides direction for the first year of this long-range plan. Objectives in the attached plan align with the Library's Business Plan. Annual Plans for FY 15 and 16 will continue to support the County's Strategic Priorities and associated Strategic Initiatives.

Options:

1. Approve the Library's Long-Range Plan for Library Service, FY 14-16, and the Annual Plan for Library Service, FY 14.
2. Do not approve the Library's Long-Range Plan for Library Service, FY 14-16, and the Annual Plan for Library Service, FY 14.
3. Board direction.

Recommendation:
Option #1.

Attachment:

1. Library's Long-Range Plan for Library Service, FY 14-16, and the Annual Plan for Library Service, FY 14

VSL/AR/CH

LeRoy Collins Leon County Public Library System Long-Range Plan for Library Service 2013/14 to 2015/16

and

LeRoy Collins Leon County Public Library System 2013/14 Annual Plan for Library Services

LeRoy Collins Leon County Public Library System
Long-Range Plan for Library Service 2013/14 to 2015/16

Introduction

The public library system in Leon County is a well-loved community resource for all.

In 2009, as part of a local economic stimulus plan, the Leon County Board of County Commissioners began a library improvement project that affected four of the system's five branch libraries and established a sixth branch. The projects expanded two branch library buildings; replaced a cramped storefront branch with a new, LEED-certified branch library building; added a new branch library to an established Leon County community center; and initiated an innovative reuse project involving the complete renovation of another storefront library and the addition of a Leon County community center in a 20-year old shopping plaza that Leon County purchased. The Library's long-range plan for 2010/11 to 2012/13 focused on planning, preparing for and establishing library services in these newly expanded spaces. The library improvement project is now completed.

This long-range plan, for 2013/14 through 2015/16, emphasizes the popular and well-loved services that our community expects from the library system. This plan also recognizes the ascendency of the digital world: news, information, government information, social services, education, employment opportunities, entertainment, shopping and personal communication have moved to the online world. In addition, the Library recognizes that reading is important, that people enjoy the library setting as a community place, and that a wide variety of print materials continues to be vital to readers of all ages.

The Leon County Board of County Commissioners has instituted a bi-annual strategic planning process. Beginning with the Board's annual retreat, specific County priorities are established and implemented through strategic initiatives. Department-level strategic plans, including the Library's, are established with business plans that implement the Board's priorities and initiatives. The Library's Long-Range Plan for Library Service aligns with and supports the Board's Quality of Life Strategic Priority (Q8): *Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning.*

This plan has been developed with input from library staff, library users' comments, and a focus group. Library staff members receive comments in person, by phone and email, through the library website and online catalog, the library's yellow comment cards and, occasionally, in the U.S. mail. The focus group, composed of all of the members of the Library Advisory Board, facilitated by a program specialist from the State Library of Florida, was held on June 11, 2013, to gather information and ideas for the plan.

Library managers decided that this long-range plan should encourage staff throughout the entire library system to improve services offered and to make sure that services established in the expanded and new library spaces are high-quality and consistent. User demands and

expectations, the Library's business plan and comments from the focus group point in this direction as well.

The goals are the same as those of the previous plan, while the objectives emphasize technology, the library website and catalog, social media and achieving consistency throughout the library system. Providing excellent customer services—the WOW! factor that Leon County emphasizes in its core practices—is all-embracing.

In the first and third years of the long-range plan, the Library plans to conduct a user satisfaction survey, which will be repeated in the third year of the plan. Results will be used in planning and adjusting services, and then as a check to judge the success of changes.

The Library continues to compile statistics that track performance such as circulation, computer uses, questions answered, materials cataloged, visits to the library, and programming. Performance measures are an indication of the effectiveness of library programs. Library users are quick to let library staff know what they like and dislike, offer comments and suggestions, and library staff members encourage this interaction. Staff members follow library trends, anticipate needs as well as demands, and implement changes to improve services where possible and appropriate.

Library mission: The LeRoy Collins Leon County Public Library System enriches the community by inspiring a love of reading, providing a dynamic resource for intellectual, creative and recreational pursuits, and enabling residents to live a life of learning.

Library vision: Our community discovers the joy of reading, the energy of ideas and the power of information together in the library.

Goals and Objectives

Goal 1: Stimulate Imagination

Library users are offered a wide variety of materials when they visit the library or library website. Library staff members assist users of all ages in making selections in a variety of formats.

Objectives:

1.1 New materials are displayed prominently where library users can easily peruse them at every visit.

1.2 Materials are attractively displayed and easy to find in all locations.

1.3 The Library website and online catalog encourage users to discover new authors, materials and topics.

1.4 New materials are available for reserve in advance, and are available to users by the "street date."

1.5 Social media is effectively utilized to highlight new and special materials related to current events and topics of interest.

Goal 2: Satisfy Curiosity and Offer Resources for Decision-Making

Library users of all ages find information on topics of personal, work- and school-related interest. Resources are available that help library users understand and evaluate benefits, risks and alternatives as they make decisions.

Objectives:

2.1 Library resources, from print materials to the library website, are up-to-date, accurate and reliable.

2.2 Resources are selected to meet anticipated community interests and demand. Library staff members seek outside resources of information and help users engage with experts in the community.

2.3 Reference and information services are provided efficiently, effectively and courteously. All staff members strive to uphold Leon County's Core Values in customer service.

Goal 3: Connect to the Online World

Free Internet access, including Wi-Fi, is available throughout the library system.

Objectives:

3.1 Library staff members continuously review online information resources and receive information and training so that they can help members of the community understand, evaluate and use the full extent of information and services available through the Internet.

3.2 Library staff members help users navigate the Internet and locate information and services that they need.

3.3 Library users receive assistance and instruction in using a variety of electronic devices to access information, both individually and in classes.

3.4 The Library and Leon County Management Information Services work together to monitor, evaluate and improve the effectiveness of technology equipment and services.

3.5 The Library website is available 24 hours a days and offers an inviting and dynamic resource for library users.

Goal 4: Create Young Readers and Support Success in School

Learning and language development from birth through adulthood is vitally important. Library programs and attractive materials encourage parents and caregivers to read to children. As children learn to read, staff members encourage them to develop a love of reading independently. Interesting, up-to-date materials in all formats, including online resources, encourage creativity, reading for pleasure and academic success in children and teens.

Objectives:

4.1 The importance of early literacy, the development of a love of reading and success in school are the basis for the selection of print, nonprint and online resources for children and young adults.

4.2 BabyTime and Story Time programs are presented weekly for children from birth to age 5 and their parents and caregivers.

4.3 Children and teens find, with the assistance of library staff members, resources for homework help in print, nonprint and online.

4.4 Annual systemwide Summer Reading programs offer varied and exciting reading options and programs for all ages.

Goal 5: Support Adult Literacy and English-Language Study

The Literacy Program supports adults who wish to learn to read, adults who wish to improve their own literacy skills as well as those of the children in their families, and adults who wish to improve their English-language skills.

Objectives:

5.1 Literacy staff members work with volunteer tutors and community partners to ensure that adults and their families who seek literacy services receive timely, appropriate and consistent assistance.

5.2 Programs to recruit, train and support volunteers to work with adult learners are held regularly.

5.3 Adult learners receive tutoring appropriate to their learning styles and are encouraged toward their goals. Their achievements are recognized.

5.4 Tutors and learners have appropriate meeting spaces available to them at designated library locations.

Goal 6: Provide a Comfortable Place to Visit

All libraries in the system are attractive, safe and comfortable places that people enjoy visiting. Library users find busy as well as quiet spaces and approachable service points.

6.1 Library service desks and resources are easy for all to find and use.

6.2 Library spaces are comfortably and appropriately furnished for all ages, with spaces for quiet reading, browsing through books and other materials, Internet access, meeting and programs, conversation or study, viewing displays and interacting with staff members.

6.3 The Library and Leon County Facilities Management work together to ensure that library spaces are clean and in good repair.

6.4 Library Outreach Services take library services and resources to those who cannot visit the Library. Vehicles are clean and well-maintained by Leon County Fleet Management.

6.5 Library volunteers are placed appropriately, welcomed by library staff members and supported by Leon County Volunteer Services.

LeRoy Collins Leon County Public Library System
2013/14 Annual Plan for Library Services

Annual Plan 2012/13
Objectives Met

Objectives of the 2012-13 Annual Plan have been met. The community center next to the Lake Jackson Branch Library opened on February 21, and work on the Lake Jackson Town Center at Huntington is almost finished. The transition to Resource and Description Access (RDA) cataloging standards has begun. Area veterans are aware of library services. The redesigned library website will be launched in the fall, and social media will be introduced in 2014. Bookmobile services are affected by budget reductions in 2013/14; however, nine senior residential centers will continue to receive Bookhauler service. Library staff have attended Leon County customer service training and attended a variety of webinars on library services throughout the year.

Annual Plan 2013/14
Objectives

In the first year of the Library's 2013/14 to 2015/16 long-range plan, the Library will continue to support the goals and objectives outlined in the long-range plan as well as the objectives listed in this annual plan. The Annual Plan aligns with the Strategic Initiatives developed for the Library by the Board of County Commissioners in the bi-annual strategic planning process.

Objective 1: Launch the redesigned library website. The Library, Leon County Community and Media Relations and Leon County Management Information Systems work together to design a robust, dynamic and attractive website. The online presence includes social media and mobile applications.

Objective 2: The Library's Collection Management department continues work on the transition to new cataloging standards, Resource Description and Access (RDA).

Objective 3: Work with Leon County Management Information Systems to move the library's management system to SirsiDynix SaaS subscription.

Objective 4: Compile information to assist library users in navigating the Health Insurance Marketplace from October to March, which is part of the roll-out of the Affordable Health Care Act.

Objective 5: Offer basic computer classes and sessions in the use of hand-held devices. Student volunteers from the Florida State University School of Library and Information Studies continue to assist in these classes.

Objective 6: Continue partnership with Leon County Office of Sustainability in offering "Community Matters" programs.

Objective 7: Participate in customer-service training in support of Leon LEADS.

Objective 8: Conduct a user satisfaction survey, to be repeated in FY 15/16.

Leon County
Board of County Commissioners

Notes for Agenda Item #13

Leon County
Board of County Commissioners

Cover Sheet for Agenda #13

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a Conservation Easement from Talquin Water and Wastewater, Inc. for the Leon East Elevated Water Tank Project

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Public Works and Community Development David McDevitt, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Environmental Services Director Nawfal Ezzagaghi, P.E., Environmental Review Supervisor

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from Talquin Water and Wastewater, Inc. for the Leon East Elevated Water Tank Project (Attachment #1).

Report and Discussion

Background:

The grantor is preserving wetlands and areas of steep slopes consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Environmental Management Permit process (Attachment #1). The Leon East Elevated Water Tank project is located on Chaires Cross Road, just south of its intersection with Mahan Drive (Attachment #2). The preserved areas total 1.93 acres.

Analysis:

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

Options:

1. Approve and accept for recording the Conservation Easement from Talquin Water and Wastewater, Inc. for the Leon East Elevated Water Tank Project (Attachment #1).
2. Do not approve and do not accept for recording the Conservation Easement from Talquin Water and Wastewater, Inc. for the Leon East Elevated Water Tank Project.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Conservation Easement
2. Specific location map for the Leon East Water Tank project

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 3rd day of June, 2013, by Talquin Water & Wastewater, Inc., whose mailing address is PO Box 1679, Quincy, FL 32353 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

W I T N E S S E T H:

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

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

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

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the plan attached hereto as Exhibit "B", which also addresses other conditions of this easement.

It is understood that the granting of this easement entitles the Grantee to enter the above-

described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

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

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

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

GRANTOR

Talquin Water & Wastewater, Inc.
(Name of Corporation Typewritten)

(Signature of Officer or ~~Agent~~)

Tracy A. Bensley, General Manager
(Print Name and Title of Officer or Agent)

WITNESSES:

(Sign)
TIMOTHY B WADDLE
(Print Name)

Linda M. Bakker
(Sign)
Linda M. Bakker
(Print Name)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of June 2013, by Tracy A. Bensley, General Manager,
(name of officer or agent, title of officer or agent)

of Talquin Electric Corp., a Florida corporation,
(name of corporation acknowledging) (state or place of incorporation)

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

as identification.

Linda M. Bakker
(Signature of Notary)

(Print, Type or Stamp Name of Notary)

LINDA M. BAKKER
MY COMMISSION EXPIRES
January 25, 2017
#EE 865872
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

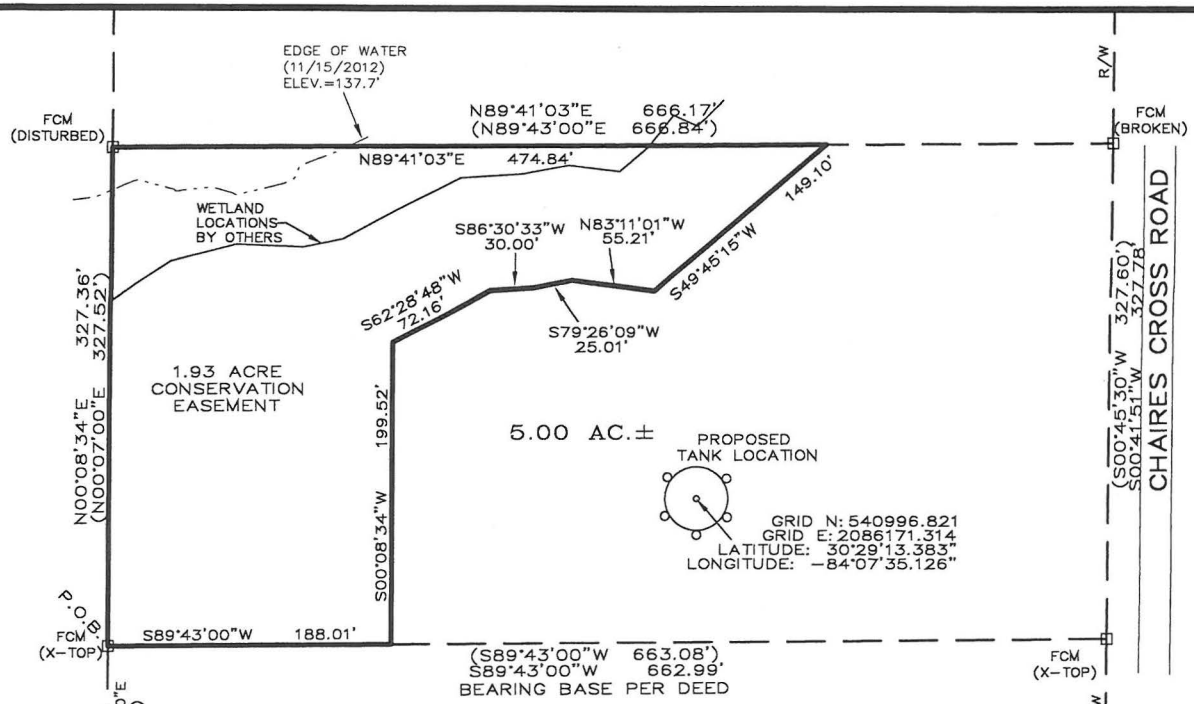
(Title or Rank)

(Serial Number, If Any)

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

EXHIBIT A

1" = 100'



NOTE:
P.O.C. TO P.O.B. IS
NOT TO SCALE

CONSERVATION EASEMENT:

Commence at the Southwest Corner of the East Half of the Northeast Quarter of Section 16, Township 1 North, Range 2 East, Leon County, Florida, thence run North 89 degrees 37 minutes 00 seconds East a distance of 655.02 feet, thence run North 00 degrees 07 minutes 00 seconds East a distance of 534.17 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 08 minutes 34 seconds East along said line a distance of 327.36 feet, thence run North 89 degrees 41 minutes 03 seconds East a distance of 474.84 feet, thence run South 49 degrees 45 minutes 15 seconds West a distance of 149.10 feet, thence run North 83 degrees 11 minutes 01 seconds West a distance of 55.21 feet, thence run South 79 degrees 26 minutes 09 seconds West a distance of 25.01 feet, thence run South 86 degrees 30 minutes 33 seconds West a distance of 30.00 feet, thence run South 62 degrees 28 minutes 48 seconds West a distance of 72.16 feet, thence run South 00 degrees 08 minutes 34 seconds West a distance of 199.52 feet, thence run South 89 degrees 43 minutes 00 seconds West a distance of 188.01 feet to the POINT OF BEGINNING, containing 1.93 acres, more or less.

I HEREBY CERTIFY THAT THIS SKETCH WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 5J-17.051/.052).

ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSED No. 4664

03/05/2013
DATE SIGNED

03/05/2013
DATE SKETCHED

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 1

SYMBOLS & ABBREVIATIONS

AC. – ACRES ±
FCM – FOUND CONCRETE MONUMENT
FIR – FOUND IRON ROD (5/8" UNLESS NOTED.)
F.I.R.M. – FLOOD INSURANCE RATE MAP
FIP – FOUND IRON PIPE
FPIP – FOUND PINCHED IRON PIPE
FNC – FOUND NAIL AND CAP
L – ARC LENGTH
LB. – LICENSED BUSINESS
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
R – RADIUS OR RANGE
R/W – RIGHT OF WAY
SEC. – SECTION
SIR – SET 5/8" IRON ROD/CAP #6590
SNC – SET NAIL AND CAP #5950
T – TOWNSHIP OR TANGENT

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.

2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.

3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS

4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.

CERTIFIED TO:
TALQUIN ELECTRIC

A.D. Platt

& ASSOCIATES, INC. • LAND SURVEYORS
3712 CARRINGTON PLACE, TALLAHASSEE, FL. 32303
PHONE: (850) 385-1036 FAX: (850) 385-1108
LICENSED BUSINESS No. 6590

SKETCH OF LEGAL DESCRIPTION:

1.93 ACRE CONSERVATION EASEMENT IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA

DRAWING:
10670-EASE

PROJECT:
10670

EXHIBIT "B"

Conservation Easement Management Plan

This plan is intended to promote the health, safety, and longevity of the proposed conservation easement located at Chaires Cross Road at parcel # 12-16-20-013-0000.

The plan should be carried out as follows:

A. Use: The area is limited to passive recreation uses, including hiking and nature study, by the property owners or others as permitted by the property owner. The area will remain undisturbed, except for designated trail locations and designs approved by Leon County Development Support and Environmental Management (LCDSEM).

B. Management Activities: Management activities shall include control of invasive exotics and may include selective removal of understory vegetation.

   Invasive exotics are those identified on Leon County's List of Invasive Plant Species. Any other invasive species not identified on this list must be approved by LCDSEM prior to removal. Method of removal of any invasive species must be approved by LCDSEM through submittal of a specific control plan.

   Selective removal of understory vegetation maybe allowed to promote urban forest development, health and safety. Any proposed removal of understory vegetation must be approved by LCDSEM.

C. Pruning: Pruning of dead, diseased or hazardous limbs shall be allowed. Pruning of greater than 10% of the tree canopy must be approved by LCDSEM after a site inspection and/or submittal of certified arborist's report.

   Removal: Removal or pruning of hazardous, diseased or insect infested trees is allowable, but must be approved by LCDSEM

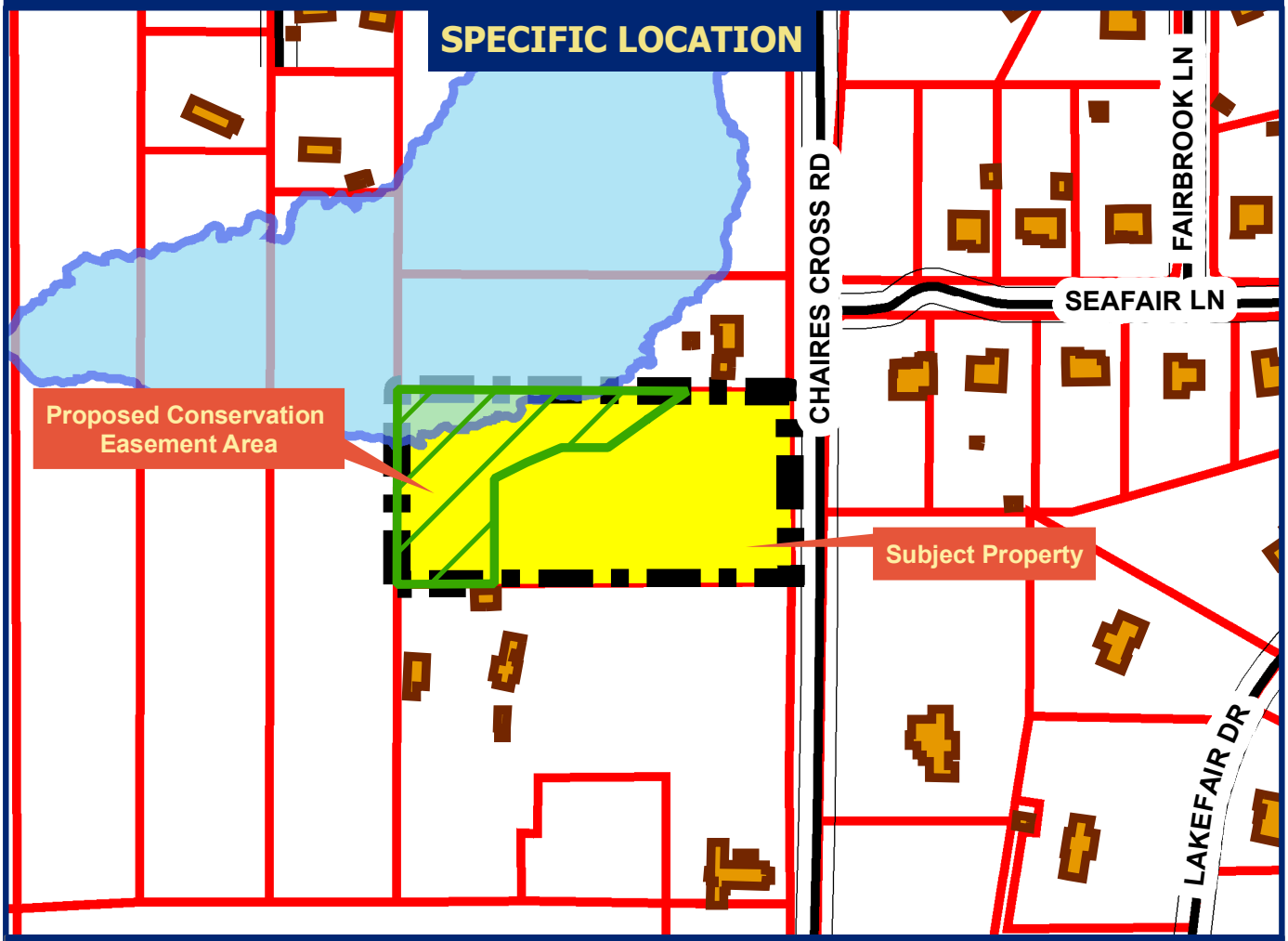
   Integration of Supplemental Plant Material: The planting if native species appropriate to the area and the existing natural community may occur, but must be approved by LCDSEM.

D. Estimated yearly Cost: $1,000

E. Responsible Management Entity: Talquin Electric

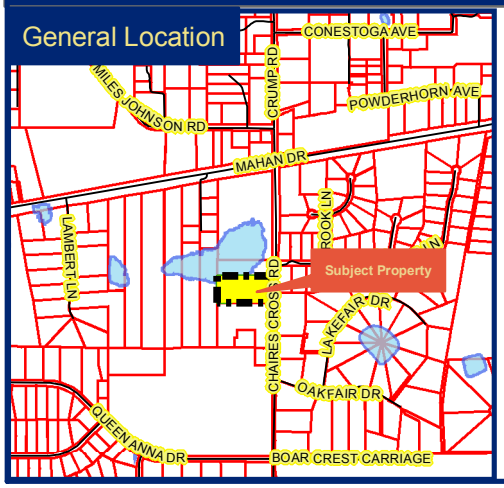
Management Goals: Management goals consist of maintaining existing canopy, control invasive exotic plants, protect the existing natural community and its natural processes. The easement area must be monitored for the presence of invasive exotic plant species and control/treatment measures implemented if they are discovered. Invasive exotic plant cover must remain below 1%. The area must also be monitored for any other prohibited activities outlined in the easement agreement and corrected if they occur.

LEON COUNTY
GROWTH AND ENVIRONMENTAL MANAGEMENT
PROPOSED CONSERVATION EASEMENT MAP



Talquin Water & Wastewater, Inc.
Leon East Elevated Water Tank Project

General Location



N

1 inch = 300 Feet

0 75 150 300 Feet

Legend

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

Tallahassee-Leon County GIS
www.tlcgis.org

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

Leon County
Board of County Commissioners

Notes for Agenda Item #14

Leon County
Board of County Commissioners

Cover Sheet for Agenda #14

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a Conservation Easement from Guy Thomas for the One into Two Subdivision

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

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:
Option #1: Approve and accept for recording a Conservation Easement from Guy Thomas for the One into Two Subdivision (Attachment #1).

Report and Discussion

Background:

This grantor is preserving preservation features consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Environmental Management Permit process to provide protection for significant slopes and habitat for listed species (Attachment #1).

A Disclaimer of Conservation Easement was recorded June 26, 2013 (reference Official Records Book 4554, Page 1051), in order to negate a premature recording on October 19, 2012, which included an error in the legal description (Attachment #2).

Analysis:

The Guy Thomas One into Two Subdivision is located on Owl's Nest Road. The preserved areas total 1.004 acres (Attachment #3). The proposed Conservation Easement places the landowner and all subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Conservation Easement will require County approval. The Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

Options:

1. Approve and accept for recording the Conservation Easement from Guy Thomas for the One into Two Subdivision (Attachment #1).
2. Do not approve and do not accept for recording the Conservation Easement from Guy Thomas for the One into Two Subdivision.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Conservation Easement
2. Disclaimer of Conservation Easement
3. Specific Location Map for the One into Two Subdivision

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made on this 10TH day of AUGUST, 2013, by GUY THOMAS, whose mailing address is 5845 OWLS NEST ROAD, TALLAHASSEE, FL. 32308, hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

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

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

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

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the plan attached hereto as Exhibit "B," which also addresses other conditions of this easement.

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

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

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

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

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

GRANTOR

(Signature)

GUY R. THOMAS
(Print Name)

WITNESSES:

(Sign)

(Print Name)

(Sign)

Ryan E. Fitzgerald
(Print Name)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10th day of August, 2013, by Guy R. Thomas, who is personally known to me, or has produced FLDL as identification.

IAN LIVINGSTON
Notary Public - State of Florida
My Comm. Expires Jun 22, 2016
Commission # EE 181710
Bonded Through National Notary Assn.

(Signature of Notary)

Ian Livingston
(Print, Type or Stamp Name of Notary)

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

F02-00051
I:\WpDocs\D021\P002\00036123.DOC

Broward Davis
& Assoc., Inc.

EXHIBIT "A"
CONSERVATION EASEMENT

Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 27, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the South boundary of the Northeast Quarter of the Northwest Quarter of said Section 27, a distance of 779.67 feet, thence North 00 degrees 44 minutes 50 seconds East 220.00 feet to a point on the centerline of Iola Cresent Drive (60' right of way), thence along said centerline as follows: East 100.00 feet to a point of curve to the left, thence Northeasterly along said curve with a radius of 91.18 feet, through a central angle of 89 degrees 15 minutes 10 seconds for an arc distance of 142.04 feet, thence North 00 degrees 44 minutes 50 seconds East 207.92 feet, thence North 89 degrees 15 minutes 10 seconds West 30.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 88 degrees 20 minutes 26 seconds West 31.33 feet, thence North 08 degrees 40 minutes 37 seconds West 60.07 feet, thence North 27 minutes 16 minutes 57 seconds West 91.19 feet, thence North 16 degrees 10 minutes 44 seconds East 104.80 feet, thence North 90 degrees 00 minutes 00 seconds East 19.64 feet, thence South 37 degrees 48 minutes 46 seconds East 58.54 feet, thence South 00 degrees 44 minutes 50 seconds West 195.74 feet to the POINT OF BEGINNING.

And also:

Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 27, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the South boundary of the Northeast Quarter of the Northwest Quarter of said Section 27, a distance of 779.67 feet, thence North 00 degrees 44 minutes 50 seconds East 220.00 feet to a point on the centerline of Iola Cresent Drive (60' right of way), thence along said centerline as follows: East 100.00 feet to a point of curve to the left, thence Northeasterly along said curve with a radius of 91.18 feet, through a central angle of 89 degrees 15 minutes 10 seconds for an arc distance of 142.04 feet, thence North 00 degrees 44 minutes 50 seconds East 511.31 feet, thence North 89 degrees 15 minutes 10 seconds West 30.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 70 degrees 07 minutes 58 seconds West 64.03 feet, thence North 07 degrees 58 minutes 11 seconds East 109.80 feet, thence North 84 degrees 49 minutes 11 seconds West 136.94 feet, thence North 79 degrees 01 minute 51 seconds West 116.63 feet, thence North 02 degrees 46 minutes 49 seconds East 32.69 feet, thence North 84 degrees 22 minutes 48 seconds East 61.51 feet, thence North 18 degrees 04 minutes 47 seconds West 25.05 feet, thence North 90 degrees 00 minutes 00 seconds East 243.82 feet, thence South 00 degrees 44 minutes 50 seconds West 227.57 feet to the POINT OF BEGINNING.

The foregoing description is not complete without the sketch shown on Sheet 1 of 4.

Richard L. White, PLS
President

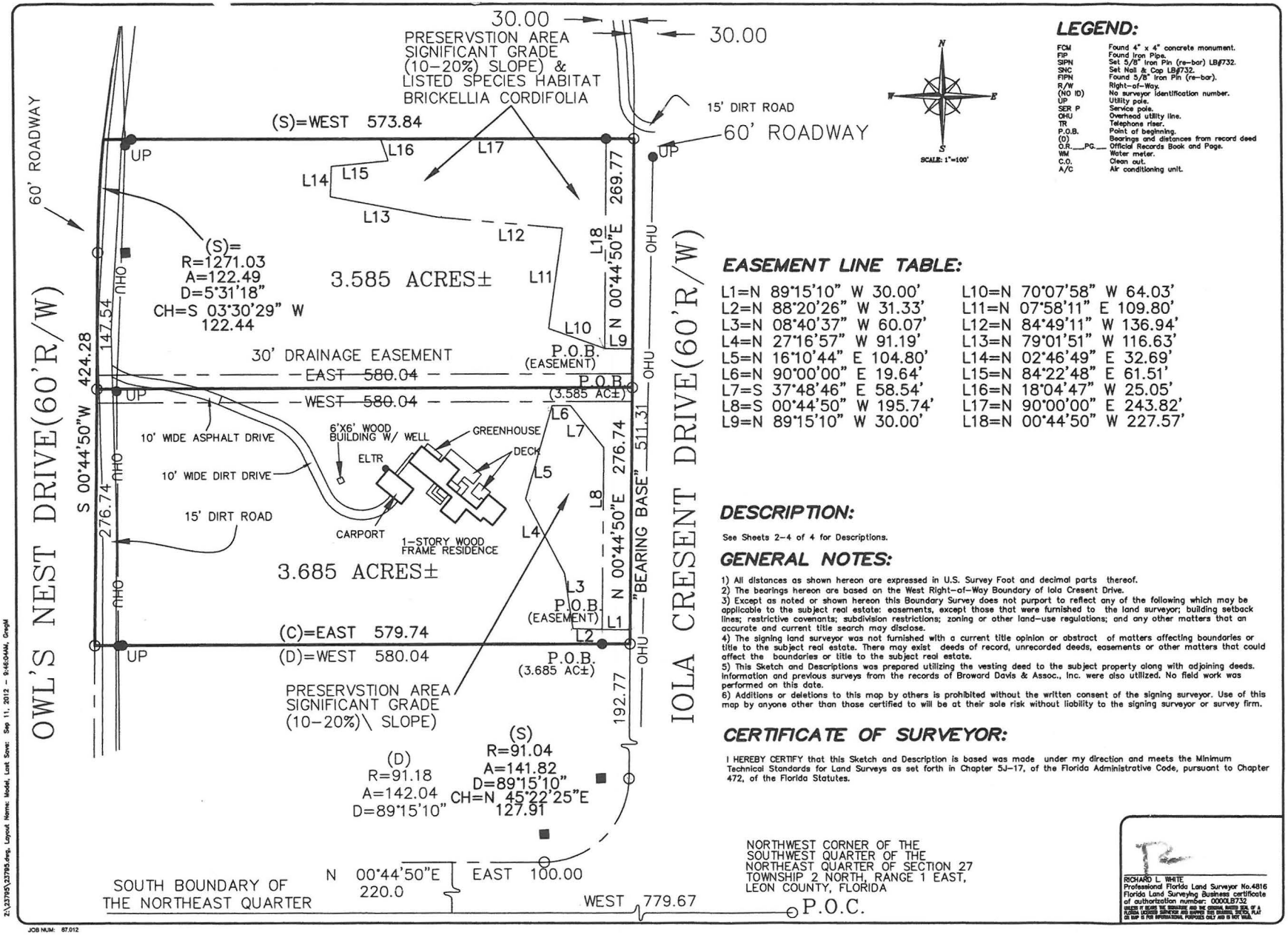
G. Robert Hardwick, PLS
Vice President, Georgia

Services:
Boundary Surveys
Topographic Surveys
ALTA Surveys
GPS Surveys
Construction Surveys
Bathometric Surveys
Expert Witness
Eminent Domain

Office locations:
2228 Capital Circle, NE
Suite 1
Tallahassee, Fl 32308
Tel. 850.878.4195

Web:
browarddavis.com

Billings & Payments:
P. O. Box 12367
Tallahassee, Fl 32317



LEGEND:

FCM	Found 4" x 4" concrete monument.
FIP	Found Iron Pipe.
SIPN	Set 5/8" Iron Pin (re-bar) LB#732.
SNC	Set Nail & Cap LB#732.
FIPN	Found 5/8" Iron Pin (re-bar).
R/W	Right-of-Way.
(NO ID)	No surveyor identification number.
UP	Utility pole.
SER P	Service pole.
OHU	Overhead utility line.
TR	Telephone riser.
P.O.B.	Point of beginning.
(D)	Bearings and distances from record deed
O.R.__PG.__	Official Records Book and Page.
WM	Water meter.
C.O.	Clean out.
A/C	Air conditioning unit.

EASEMENT LINE TABLE:

L1=N 89°15'10" W 30.00'	L10=N 70°07'58" W 64.03'
L2=N 88°20'26" W 31.33'	L11=N 07°58'11" E 109.80'
L3=N 08°40'37" W 60.07'	L12=N 84°49'11" W 136.94'
L4=N 27°16'57" W 91.19'	L13=N 79°01'51" W 116.63'
L5=N 16°10'44" E 104.80'	L14=N 02°46'49" E 32.69'
L6=N 90°00'00" E 19.64'	L15=N 84°22'48" E 61.51'
L7=S 37°48'46" E 58.54'	L16=N 18°04'47" W 25.05'
L8=S 00°44'50" W 195.74'	L17=N 90°00'00" E 243.82'
L9=N 89°15'10" W 30.00'	L18=N 00°44'50" W 227.57'

DESCRIPTION:

See Sheets 2-4 of 4 for Descriptions.

GENERAL NOTES:

1) All distances as shown hereon are expressed in U.S. Survey Foot and decimal parts thereof.
2) The bearings hereon are based on the West Right-of-Way Boundary of Iola Cresent Drive.
3) Except as noted or shown hereon this Boundary Survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, except those that were furnished to the land surveyor; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other matters that an accurate and current title search may disclose.
4) The signing land surveyor was not furnished with a current title opinion or abstract of matters affecting boundaries or title to the subject real estate. There may exist deeds of record, unrecorded deeds, easements or other matters that could affect the boundaries or title to the subject real estate.
5) This Sketch and Descriptions was prepared utilizing the vesting deed to the subject property along with adjoining deeds. Information and previous surveys from the records of Broward Davis & Assoc., Inc. were also utilized. No field work was performed on this date.
6) Additions or deletions to this map by others is prohibited without the written consent of the signing surveyor. Use of this map by anyone other than those certified to will be at their sole risk without liability to the signing surveyor or survey firm.

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY that this Sketch and Description is based was made under my direction and meets the Minimum Technical Standards for Land Surveys as set forth in Chapter 5J-17, of the Florida Administrative Code, pursuant to Chapter 472, of the Florida Statutes.

RICHARD L. WHITE
Professional Florida Land Surveyor No.4816
Florida Land Surveying Business certificate of authorization number: 0000LB732
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Broward Davis & Assoc., Inc.

- Land Surveying
- Mapping
- GPS Control

2228 CAPITAL CIRCLE NE
SUITE 1
TALLAHASSEE, FLORIDA 32308
(850) 878-4195
e-mail:richardw@browarddavis.com

PROJECT:

THOMAS ONE INTO TWO SUBDIVISION

CLIENT:

GUY THOMAS

DATE:	09.11.2012
SCALE:	1"=100'
JOB NUM.:	67.012
PSR NUM.:	23795
NOTEBOOK:	recon
FILE NAME:	23795.dwg
DRAWN BY:	cl2
CHECKED BY:	rlw
REVISIONS:	

TITLE:

PROPOSED ONE INTO TWO SUBDIVISION

SHEET:

1 OF 4

Z:\23795\23795.dwg, Layout Name: Model, Last Save: Sep 11, 2012 - 9:46:04AM, Greg M

JOB NUM: 67.012

EXHIBIT "B"

VEGETATION MANAGEMENT PLAN

The purpose of this plan is to maintain native plant diversity, control invasive exotic plants, and nuisance native plants, encourage development of a more open forest community and maintenance of habitat for the endangered heartleaf brickellia (*Brickellia cordifolia*). To achieve these goals, vegetation management and routine maintenance activities within the conservation easement may include the techniques and items listed below. Any deviation from the activities listed must be approved by the Leon County Department of Development Support and Environmental Management (LCDDSEM).

Control and Eradication of Invasive Exotic Plant Species

1) Invasive exotic species are recognized as those identified on Leon County's List of Invasive Exotic Plants. Invasive plants known to currently occur on-site include English ivy, coral ardisia, nandina, and silverthorn. Any additional invasive exotic plant species proposed to be treated or removed must first be approved by LCDDSEM.

2) Small plants may be pulled from the ground by hand. For larger plants that aren't easily pulled by hand, any obvious clusters of fruits or seeds may be clipped from their tops. These plants along with their fruits and seed parts must be placed in plastic garbage bags and disposed of in a landfill. Attention should be made to ensure that any plant materials, including fruits or seeds, are not dispersed into other areas during removal from the site. Once fruits are removed the entire plant can be cut to ground level.

3) Large shrubs or extensive patches which cannot be managed by hand may be treated with an herbicide designed for such purposes and must be used in accordance with the manufacturer's directions. LCDDSEM should be contacted with questions regarding the specific types of herbicides to use and appropriate methods of treatment.

Control of Native Nuisance Plant Species

1) Native nuisance species shall be recognized as catbriar (*Smilax spp.*), grapevine (*Vitis spp.*), blackberry (*Rubus spp.*), virginia creeper (*Parthenocissus quinquefolia*), trumpet vine (*Campsis radicans*), poison ivy (*Toxicodendron radicans*), and poison oak (*Toxicodendron toxicarium*).

2) Plants may be pulled from the ground by hand, clipped, or if absolutely necessary treated with an appropriate herbicide as described in #3 above.

Thinning of Woody Vegetation

Woody vegetation under 6" diameter at breast height (DBH) which is shading the brickellia plants may be removed. These species must be cut by hand and removed from the site. No soil disturbance or use of heavy equipment is allowed within the management area.

Monitoring

The site will be monitored every three years to determine compliance with the conservation easement and the management techniques. This plan may be revised by the LCDDSEM to ensure that the goals are being met.

20130066386 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 4544 PG: 1051,
06/26/2013 at 03:56 PM, BOB INZER, CLERK OF COURTS

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

DISCLAIMER OF CONSERVATION EASEMENT

COMES NOW LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, and hereby disclaims all right, title and interest it may have in and to the following described land, situate, lying and being in the County of Leon, State of Florida, under and by virtue of the Conservation Easement set forth and granted by GUY R. THOMAS, whose mailing address is 5845 Owl's Nest Road, Tallahassee, Florida 32309, on October 18, 2012, and recorded at Book 4431, Page 2288 of the Public Records of Leon County, Florida, to wit:

The real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

SIGNED AND DATED this 26th day of June, 2013.

LEON COUNTY, FLORIDA

By: _____
Nicholas Maddox, Chairman
Board of County Commissioners

ATTEST:
BOB INZER, CLERK OF THE COURT

By: _____
Clerk for Bob Inzer

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

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

I:\WpDocs\D013\P002\00036072.DOC
F90-00003

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT OF LEON COUNTY
BOB INZER
UNOFFICIAL DOCUMENT

EXHIBIT "A"
CONSERVATION EASEMENT

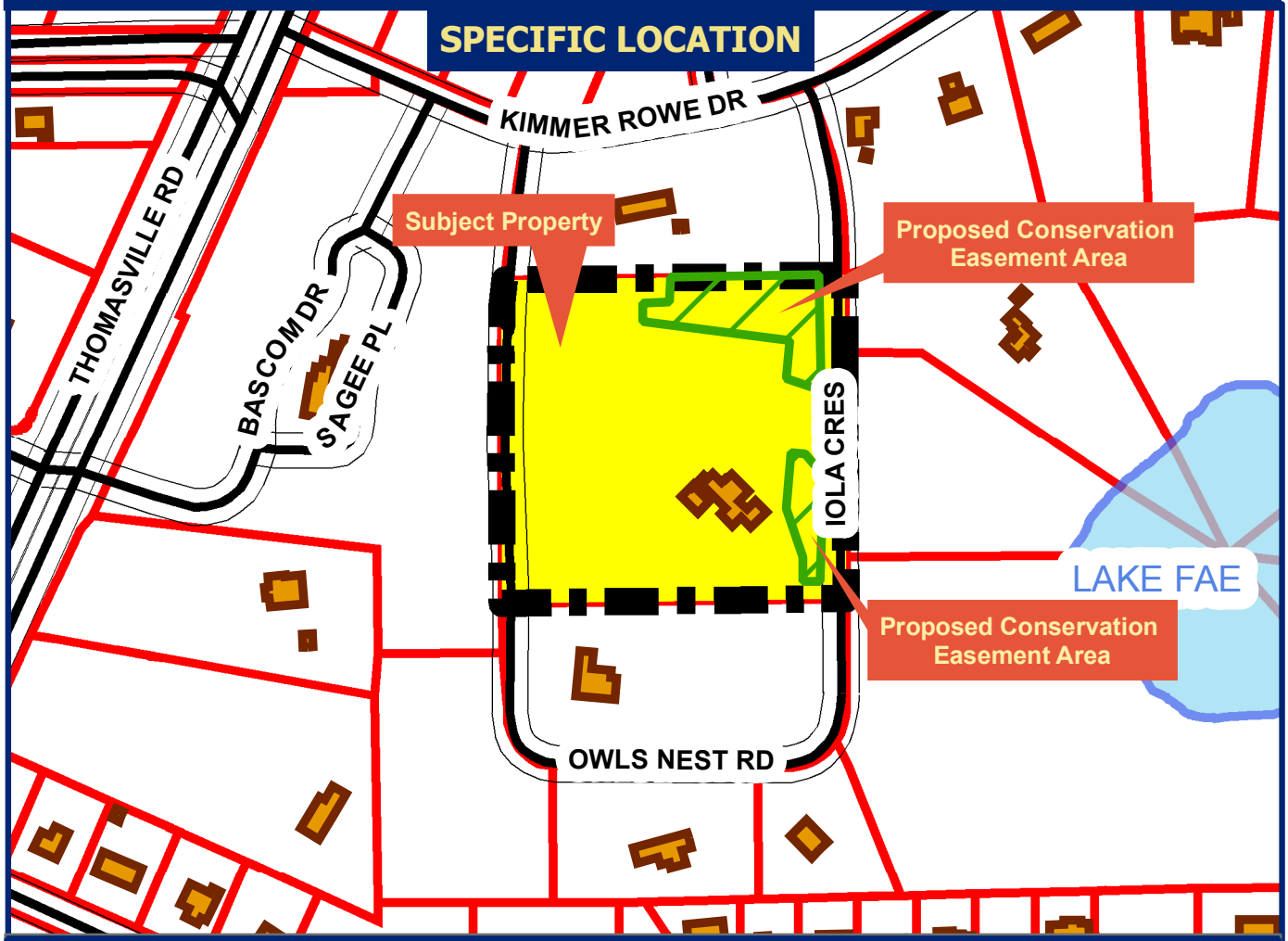
Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 27, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the South boundary of the Northeast Quarter of the Northwest Quarter of said Section 27, a distance of 779.67 feet, thence North 00 degrees 44 minutes 50 seconds East 220.00 feet to a point on the centerline of Iola Cresent Drive (60' right of way), thence along said centerline as follows: East 100.00 feet to a point of curve to the left, thence Northeasterly along said curve with a radius of 91.18 feet, through a central angle of 89 degrees 15 minutes 10 seconds for an arc distance of 142.04 feet, thence North 00 degrees 44 minutes 50 seconds East 207.92 feet, thence North 89 degrees 15 minutes 10 seconds West 30.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 88 degrees 20 minutes 26 seconds West 21.33 feet, thence North 08 degrees 40 minutes 37 seconds West 60.07 feet, thence North 27 minutes 16 minutes 57 seconds West 91.19 feet, thence North 16 degrees 10 minutes 44 seconds East 104.80 feet, thence North 90 degrees 00 minutes 00 seconds East 19.64 feet, thence South 37 degrees 48 minutes 46 seconds East 58.54 feet, thence South 00 degrees 44 minutes 50 seconds West 195.74 feet to the POINT OF BEGINNING.

And also:

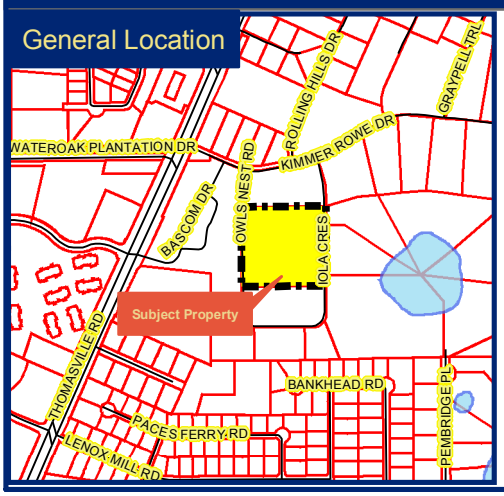
Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 27, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the South boundary of the Northeast Quarter of the Northwest Quarter of said Section 27, a distance of 779.67 feet, thence North 00 degrees 44 minutes 50 seconds East 220.00 feet to a point on the centerline of Iola Cresent Drive (60' right of way), thence along said centerline as follows: East 100.00 feet to a point of curve to the left, thence Northeasterly along said curve with a radius of 91.18 feet, through a central angle of 89 degrees 15 minutes 10 seconds for an arc distance of 142.04 feet, thence North 00 degrees 44 minutes 50 seconds East 511.31 feet, thence North 89 degrees 15 minutes 10 seconds West 30.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 70 degrees 07 minutes 58 seconds West 64.03 feet, thence North 07 degrees 58 minutes 11 seconds East 109.80 feet, thence North 84 degrees 49 minutes 11 seconds West 136.94 feet, thence North 79 degrees 01 minute 51 seconds West 116.63 feet, thence North 02 degrees 46 minutes 49 seconds East 32.69 feet, thence North 84 degrees 22 minutes 48 seconds East 61.51
feet, thence North 18 degrees 04 minutes 47 seconds West 25.05 feet, thence North 90 degrees 00 minutes 00 seconds East 243.82 feet, thence South 00 degrees 44 minutes 50 seconds West 227.57 feet to the POINT OF BEGINNING.

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT OF LEON COUNTY
BOB INZER
UNOFFICIAL DOCUMENT

LEON COUNTY
GROWTH AND ENVIRONMENTAL MANAGEMENT
PROPOSED CONSERVATION EASEMENT MAP



Guy Thomas
One into Two Subdivision



1 inch = 300 Feet

0 75 150 300 Feet

Legend

- Proposed Conservation Easement
- Buildings
- Subject Property
- Parcels

Tallahassee-Leon County GIS
www.tlcgis.org

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

Leon County
Board of County Commissioners

Notes for Agenda Item #15

Leon County
Board of County Commissioners

Cover Sheet for Agenda #15

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Maintenance Agreement and Maintenance Bond for Sagebrook Mill Subdivision.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E, Director of Public Works & Community Development Kathy Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Jim Pilcher, P.S.M., Chief of Survey and Right-of-Way

Fiscal Impact:

This item does not have a fiscal impact. Routine maintenance of the roadway and drainage facilities in the Sagebrook Mill Subdivision would be covered in Public Works' Division of Operations' current operating budget.

Staff Recommendation:

Option #1. Accept the Maintenance Agreement and Maintenance Bond for Sagebrook Mill Subdivision (Attachment #1).

Report and Discussion

Background:

On September 11, 2007, the Board approved the plat of Sagebrook Mill Subdivision for recording in the public records and accepted a Performance Bond to guarantee completion of the infrastructure, which included construction and paving of roads and installation of drainage facilities.

Analysis:

Sagebrook Mill subdivision is located in Section 17, Township 1 North, Range 1 West, on the south side of Fred George Road approximately 0.25 mile east of Capital Circle Northwest (Attachment #2). The construction of the subdivision has continued under the performance bond since its approval. All of the items covered by the performance bond are now complete and upon acceptance of the Maintenance Agreement and Maintenance Bond, the performance bond will be released by Public Works.

The proposed Maintenance Agreement requires the Contractor to repair any defects in materials and/or workmanship in the construction and paving of the road, streets, and drainage facilities that become apparent within a two-year period. This Agreement will be secured by a Maintenance Bond in the amount of $52,186. If during the two-year period required repairs are not made by the Contractor, the County may utilize funds from the Maintenance Bond to make such repairs. Routine maintenance of the facilities will be covered in Division of Operations' current operating budget.

Options:

1. Accept the Maintenance Agreement and Maintenance Bond for Sagebrook Mill subdivision (Attachment #1).
2. Do not accept the Maintenance Agreement and Maintenance Bond.
3. Board direction.

Recommendation:

Option #1.

Attachments:
1. Sagebrook Mill Maintenance Agreement and Bond.
2. Location Map.

VSL/TP/KB/JP/la

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

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between **SANDCO, INC.,** a Florida corporation, whose mailing address is 4708 Capital Circle Northwest, Tallahassee, FL 32303, hereinafter called the CONTRACTOR, and **LEON COUNTY, FLORIDA,** a charter county and a political subdivision of the State of Florida, hereinafter called the COUNTY.

WHEREAS, the CONTRACTOR is the contractor of record for **WHITE WILLO, LLC,** a Florida limited liability company, whose mailing address is 4708 Capital Circle Northwest, Tallahassee, FL 32303, hereinafter called the DEVELOPER

WHEREAS, the Developer has heretofore presented a map or plat of **Sagebrook Mill** to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and streets and installation of all drainage facilities therein and after the construction and paving of said roads and streets and installation of all drainage facilities the execution of a Maintenance Agreement by the Contractor to reimburse the County for any defects in materials and workmanship in the construction and paving of said roads and streets, and installations of all drainage facilities; and

WHEREAS, said roads and streets in said subdivision have been constructed and paved and drainage facilities installed in accordance with plans and specifications prescribed by the County, and said roads and streets, and all drainage facilities having been approved by the County;

PERFORMANCE OF THIS AGREEMENT by the Contractor shall be secured by a bond in the amount of $52,186.44 with surety thereon approved by the County.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Contractor for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations to them in hand paid by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the County for all expenses that might be incurred by the County because of any defects in materials and/or workmanship in the construction and paving of said road, and streets, and installation of all drainage facilities in **Sagebrook Mill** that become apparent within two (2) years from date of this agreement.

Attachment #1
Page 2 of 6

IN WITNESS WHEREOF the Contractor has hereunto caused their names to be signed and the County has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

_____(signature)

F Michael Dimitroff
_____(typed or printed name)

_____(signature)

Nicole Heath
_____(typed or printed name)

SANDCO, INC.

By: _____
Behzad Ghazvini, President

Attest: _____
Hossein Ghazvini, Secretary

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th ,day of August August, 2013, by Behzad Ghazvini and Hossein Ghazvini, President and Secretary, respectively, on behalf of Sandco, Inc., and who are personally known to me, or have produced N/A as identification.

NOTARY PUBLIC

Signature _____

Typed or Printed Name F Michael Dimitroff
Commission Number DD908292
My Commission expires 10/22/13

MICHAEL DIMITROFF
Commission # DD 908292
Expires October 22, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

MICHAEL DIMITROFF
Commission # DD 908292
Expires October 22, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Attachment #1
Page 3 of 6

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

MAINTENANCE BOND

Bond Number: 964117853

KNOW ALL MEN BY THESE PRESENTS, that we Sandco, Inc., as principal (the "Principal"), and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS OF LEON CO., FL, as obligee (the "Obligee"), in the penal sum of Fifty-two thousand One-hundred Eighty-Six and 44/100---------- Dollars ($ 52,186.44), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated 2008, entered into a contract (the "Contract") with the Obligee for Sagebrook Mill Subdivision Infrastructure & roadway improvements which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of two year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.

2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.

3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this 29th day of July, 20 13.

WITNESS / ATTEST

Sandco, Inc.
(Principal)

By: _____ (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Cindi Cavallaro (Seal)
Attorney-in-Fact

Cindi Cavallaro

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

BOBBY BACON, BOBBY NYLEN, PHILLIP BACON, VAN MADSEN, BARBARA LEWANDOWSKI, CINDI CAVALLARO, JOHN NYLEN, JR., NANCY KLUCHER, TERRI CARSON, ALL OF THE CITY OF TALLAHASSEE, STATE OF FLORIDA

.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of June, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 29th day of July, 2013.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Attachment #1
Page 5 of 6

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

CHANGE RIDER

To be attached to and form a part of surety bond number 964117853, dated the 29th day of July, 2013, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of

Sandco, Inc., as principal (the "Principal"),

in favor of

Board of County Commissioners of Leon County, Florida, as obligee (the "Obligee").

The Principal and the Surety hereby consent to changing the attached bond as follows:
Contract date is amended from 2008 to September 10, 2013;
Bond date is amended from July 29, 2013 to September 10, 2013.

This change is effective the 10th day of September, 2013. The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 21st day of August, 2013.

WITNESS / ATTEST

F Michael Dimitroff

Sandco, Inc.
(Principal)

By: _____ (Seal)
Name: Beltzner Elhazwi
Title: President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Cindi Cavallaro (Seal)
Cindi Cavallaro Attorney-in-Fact

ACCEPTED:

Board of County Commissioners of Leon County, Florida
(Obligee)

By: _____ (Seal)
Name:
Title:
Date: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

BOBBY BACON, BOBBY NYLEN, PHILLIP BACON, VAN MADSEN, BARBARA LEWANDOWSKI, CINDI CAVALLARO, JOHN NYLEN, JR., NANCY KLUCHER, TERRI CARSON, ALL OF THE CITY OF TALLAHASSEE, STATE OF FLORIDA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

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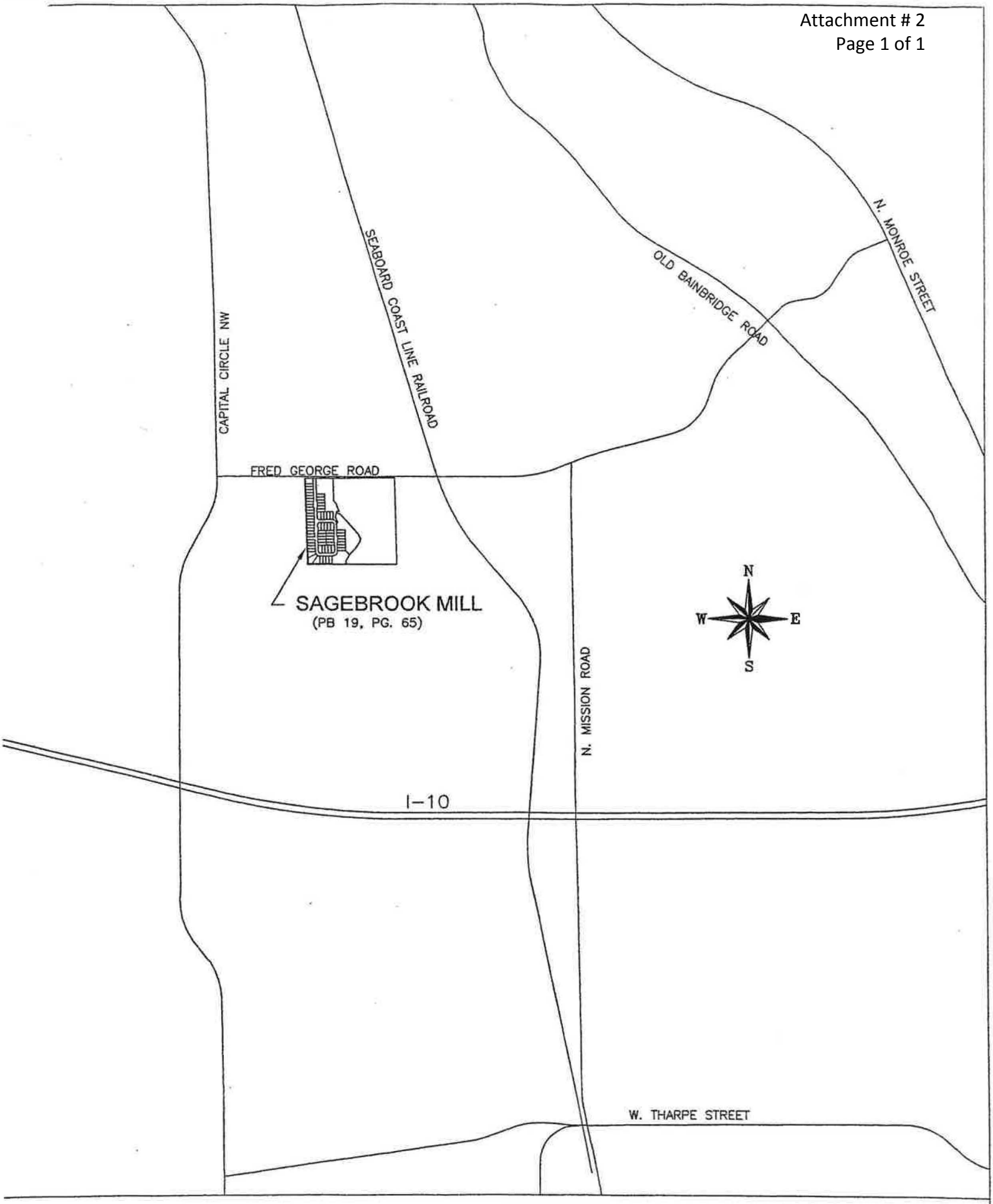
By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LOCATION MAP
SCALE 1" = 2000'

Posted at 5:00 p.m. on August 29, 2013

Leon County
Board of County Commissioners

Notes for Agenda Item #16

Leon County
Board of County Commissioners

Cover Sheet for Agenda #16

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a Contract to Provide Advisor Services for a New Principal Reduction Program through the Florida Hardest Hit Fund Program

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Lamarr D. Kemp, Sr., Division Director, Housing Services

Fiscal Impact:

This item has fiscal impact to the County. Leon County, as a Florida Hardest Hit Fund (HHF) Program Advisor Agency, receives compensation on a Fee-Per-Service Basis. Fee revenue of $25,000 is anticipated to be received by the County, which will be used to support OPS positions to assist with applications.

Staff Recommendation:

Option #1: Approve the Contract to provide advisor services for a new Principal Reduction Program through the Florida Hardest Hit Fund Program (Attachment #1), and authorize the County Administrator to execute the Contract and all future amendments to the Contract.

Option #2: Approve the Resolution and associated Budget Amendment Request to establish budget authority for the Florida Hardest Hit Principal Reduction Program (Attachment #2).

Report and Discussion

Background:

In September 2013, the Florida Housing Finance Corporation (FHFC) is establishing a Principal Reduction Program to be administered under the Florida Hardest Hit Fund Program (HHF). FHFC requires that all participating Advisor Agencies desiring to provide Principal Reduction services to clients execute a new Contract (Attachment #1)

Previously, in February 2010, the US Treasury (Treasury) created the "Housing Finance Agency (HFA) Innovation Fund for the Hardest-Hit Housing Markets" and allocated funds under the Emergency Economic Stabilization Act of 2008 (EESA) to five states: Arizona, California, Florida, Michigan, and Nevada. The funds were allocated to these states because of their excessive housing market depreciation and to assist in foreclosure prevention efforts. Between March 2010 and September 2010, the number of states identified for the program increased from five to 18, and additional funding was allocated to support the program.

Florida received approximately $1.1 billion dollars for the Hardest Hit Fund Program, to be administered by the FHFC. Leon County agreed to become a Hardest Hit Fund Program Advisor Agency to assist clients in throughout Leon County. The Board approved a contract for HHF Advisor Services between the FHFC and Leon County on February 22, 2011. Leon County received inquiries from hundreds of interested homeowners, with six clients being assisted with funding.

FHFC issued a revised Contract for Advisor Services for the HHF Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program that eased program eligibility requirements in order that more prospects could become eligible to absorb the overall funding allocation. The Board ratified the revised Contract May 14, 2013. With the Contract revisions, Leon County assisted 35 clients, an increase of 29 clients.

Analysis:

The Principal Reduction Program will serve County homeowners that find themselves with mortgages higher than the current value. HHF funds will be paid to the homeowner's lender to reduce the amount of the homeowner's principal loan balance to an amount as close to 100% loan-to-value as possible, with a maximum award of $50,000 per eligible homeowner. The primary eligibility criteria allows assistance to be provided to borrowers that are current, had no 60-day late payments over the previous 24 months, and that have a current loan-to-value that exceeds 125%. The first mortgage must have been originated prior to January 1, 2010 and the current outstanding balance cannot exceed $350,000. A maximum total household income has been established at 140% of the Housing and Urban Development's Area Median Income for Leon County, adjusted for household size. This equates to a family of one, with a maximum income of $59,920, up to a family of 12 with a maximum income of $140,286. The funds will be provided in the form of a 0% interest, non-recourse, and deferred-payment forgivable loan. The loan will be forgiven over a five-year period, with each 20% forgiveness occurring months 12, 24, 36, 48, and 60 from the date the closing documents are executed.

The benefit to the homeowner is twofold. First, eligible homeowners' loan balance (total debt) will be reduced by the amount of the Principal Reduction Program loan; thereby, reducing the amount of mortgage loan the homeowner will be required to pay. Second, as a result of the reduced mortgage loan, thousands of dollars in interest cost will be eliminated on behalf of the homeowner, depending on the homeowner's current terms and interest rate.

Leon County staff, in the role of an Hardest Hit Fund Principal Reduction Advisor, would provide, in the form of a loan officer and loan processor, two lending industry positions that meet with prospective loan clientele, advises and guides a prospect toward producing appropriate loan documentation in a timely manner, and subsequently evaluates and validates all documentation supplied by the prospect to determine Principal Reduction Program eligibility. After a client's eligibility status has been forwarded to the FHFC, and the lender agrees to accept program funding on behalf of the client, Leon County staff would then conduct a closing, whereby, the client executes Principal Reduction Program loan documents to allow the lender to receive Principal Reduction Program funds. After closing and forwarding of executed loan documents to FHFC, Leon County staff's role is complete.

All compensation will be provided under the terms of the Contract in amounts set forth, as follows:

- Determined eligible by the Hardest Hit Fund Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the ~~PR~~ Hardest Hit Fund-Principal Reduction Advisor Procedures Manual - $300;

- Determined ineligible by the HHF Advisor and subsequently confirmed ineligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual -$75; and

- If an eligible applicant proceeds to a Loan Closing - $100.

Estimated revenues generated from the program will be used to hire temporary staff to assist with the management of the program are as follows.

Eligible Clients: 50 each @ $300	$15,000
Ineligible Clients: 65 each @ $75	$4,875
Loan Closings: 50 each @ $100	$5,000
Total:	$24,485

Options:

1. Approve the Contract to provide advisor services for a new Principal Reduction Program through the Florida Hardest Hit Fund Program (Attachment #1), and authorize the County Administrator to execute the Contract and all future amendments to the Contract.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Do not approve the Contract to provide advisor services for a new Principal Reduction Program through the Florida Hardest Hit Fund Program.
4. Board direction.

Recommendation:
Option #1 and #2.

Attachments:

1. Contract for Hardest Hit Fund Program Advisor Services for the Principal Reduction Program
2. Resolution and Associated Budget Amendment Request

CONTRACT FOR
HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION AND
LEON COUNTY

This Contract for Hardest Hit Fund (HHF) Advisor Services for the HFA Hardest Hit Fund Principal Reduction Program #2010-07-02-088 PRP (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and LEON COUNTY (HHF Advisor) located at 918 Railroad Avenue, Tallahassee, Florida 32310. This Contract shall become effective upon the date the last party signs the Contract (Effective Date).

MUTUAL UNDERSTANDINGS

Florida Housing was directed by the U.S. Department of the Treasury (Treasury) to create and administer foreclosure prevention assistance programs (the "Hardest Hit Fund Foreclosure Prevention Programs") that address the unique issues of our state. The Principal Reduction (PR) Program meets this directive by providing assistance to severely underwater homeowners who have been honoring their promise to make their mortgage payments by reducing the amount of unpaid principal balance on their first mortgage to an amount that is in line with the current value of the property, subject to program limits. In addition, the program may also further assist these homeowners by recasting their loan and thus reducing their monthly mortgage payment.

Florida Housing issued RFQ 2010-07 entitled HOUSING COUNSELING AGENCIES FOR THE IMPLEMENTATION OF THE HFA HARDEST HIT FUND MORTGAGE INTERVENTION STRATEGY in June 2010 seeking qualified advisors to render services in connection with the Hardest Hit Fund Foreclosure Prevention Programs. The HHF Advisor is currently under contract with Florida Housing to render advisor services in connection with those programs. Florida Housing has determined that the advisor services required under the Principal Reduction Program are within the general scope and intent of the advisor services described or otherwise contemplated in that RFQ.

As used herein, the term "Applicant" means the borrower (including any co-borrower) under a mortgage loan who applies for assistance under the Principal Reduction Program.

The HHF Advisor shall perform and render the services identified in this contract as an independent Contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as "Contractor and professional services" and shall include, but not limited to, the provision of advice and assistance to Florida Housing in the following areas:

- Applicant intake;
- Initial determination of the Applicant's eligibility for assistance under the Principal Reduction Program; and
- Reporting activities.

Florida Housing has a need for such services and does hereby accept the offer of the HHF Advisor upon the terms and conditions outlined in this Contract.

Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the HHF Advisor under the terms and provisions of this Contract.

NOW, THEREFORE, the parties agree as follows:

l. CLIENT MANAGEMENT SOFTWARE

The HHF Advisor must use Counselor Direct, the client management software available at www.PrincipalReductionFLHHF.org to provide the required data elements under the Contract.

2. ENGAGEMENT OF THE HHF ADVISOR; RESPONSIBILITY TO PROVIDE INFORMATION ON EMPLOYEES; REFERENCE CHECKS

The HHF Advisor agrees to provide the services in accordance with the terms and conditions hereinafter set forth, unless otherwise stated in this Contract. The HHF Advisor understands and agrees that all services under this Contract are to be performed solely by the HHF Advisor, unless prior written approval and consent is received from Florida Housing for any subcontract or assignment of services.

The HHF Advisor shall use the applicable criteria set forth in the Florida Hardest-Hit Fund Principal Reduction (HHF-PR) Advisor Procedures Manual (the "HHF-PR Advisor Procedures Manual") dated July 2013 to determine the Applicant's eligibility for Principal Reduction Program assistance. From time to time, updated procedures will also be made available to the HHF Advisor in the Counselor Direct system. The HHF Advisor is required to apply the eligibility criteria and procedures in effect at the time the eligibility determination is made for an Applicant. As used herein, the term HHF-PR Advisor Procedures Manual shall mean the HHF-PR Advisor Procedures Manual as amended or modified from to time during the term of this Contract.

References herein to "this Contract" shall be deemed to include the HHF-PR Advisor Procedures Manual, as same be amended or modified from time to time during the term hereof.

The HHF Advisor agrees to provide, in writing to Florida Housing's program contact as designated in subparagraph 11(d) herein, the following:

- A complete and updated Advisor Survey that provides HHF Advisor Agency information and details for all employees that will have access to CounselorDirect (due within fourteen (14) days following execution of this Contract by the HHF Advisor).
- Notice of any change in the list of employees providing services under this Contract (due within 7 days of the change).
- Resumes of any new employees requiring access to CounselorDirect (due within seven (7) days of access).

The HHF Advisor agrees to perform appropriate reference checks on any new employee that will be providing services under this Contract.

3. INCORPORATION OF MUTUAL UNDERSTANDINGS, LAWS, RULES, AND REGULATIONS

The Mutual Understandings set out above are incorporated into and made a part of this Contract.

Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury with regard to the Principal Reduction Program, shall govern both the HHF Advisor and Florida Housing.

4. EFFECIVE DATE AND TERM OF AGREEMENT

This Contract shall begin upon the date the last party signs the Contract (Effective Date).

The term of this Contract shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the HHF Advisor at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed up to three (3) times. Each renewal shall be for an additional one-year period.

5. MODIFICATION OF AGREEMENT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract. All other terms and provisions, not so modified, shall remain in full force and effect.

6. COMPENSATION

The HHF Advisor shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

- Initial determination of eligibility for Principal Reduction:
  - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual - $300;
  - Determined ineligible by the HHF Advisor and subsequently confirmed ineligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual -$75; and
- Loan Closing - $100.

7. APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION

(a) Applicant Privacy: The HHF Advisor shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator (URL) information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The HHF Advisor shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for PR assistance in accordance with the applicable eligibility guidelines under this Contract, as well as all compensation paid to the HHF Advisor for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the HHF Advisor in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the CounselorDirect system.

(c) Retaining the Files: The HHF Advisor must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress, subject to the provisions of subparagraph 10(g)(iii) below. Additional time may also be required if other assistance programs are used with longer retention periods. It is the HHF Advisor's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other

information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The HHF Advisor and its employees shall allow Florida Housing, or its agent(s) and compliance monitor(s), physical access to the files and records maintained by the HHF Advisor under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the HHF Advisor 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the HHF Advisor's contract administrator as designated in this Contract.

(e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the HHF Advisor in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The HHF Advisor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the HHF Advisor is required "to comply with public records laws, specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(f) Electronic Files and Records: The HHF Advisor understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing or by its compliance monitors. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The HHF Advisor shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to its compliance monitor(s), or to Treasury, or to its designee(s). The HHF Advisor shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its rights under subparagraph 7(d) of this Contract to conduct on-site inspections of the HHF Advisor's files and records under this Contract.

(g) Use of Applicant Information: The HHF Advisor agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the

program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under paragraph 9 of this Contract. The terms and conditions in this subparagraph 7(g) shall survive the termination of the Contract.

8. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the HHF Advisor, its agents, its servants, or employees, and the HHF Advisor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and holds Florida Housing harmless from the claims of any third party which may arise due to the acts, omissions, or negligence of the HHF Advisor or its agents, servants or employees. The HHF Advisor further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the HHF Advisor acknowledges that it is performing the services under this Contract as an independent contractor. The HHF Advisor warrants and represents that it is authorized to do business in the State of Florida, and that it has and will maintain at all times during the term of this Contract all requisite licenses and permits as may be required for doing business and practicing its profession.

(b) The HHF Advisor specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.

(c) The HHF Advisor specifically accepts responsibility for the payment of all income taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments paid to or by the HHF Advisor in conjunction with the services rendered pursuant to this Contract or in connection with the HHF Advisor's property. At no time shall the HHF Advisor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Florida Housing.

(e) The HHF Advisor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the HHF Advisor.

(f) The HHF Advisor must maintain professional liability insurance throughout the term of the Contract in an amount that is standard for the industry, but not less than $100,000.

9. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph 9(b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the HHF Advisor or assign any future transaction to the HHF Advisor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the HHF Advisor as a participant after the happening of any event listed in subparagraph 9(b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the HHF Advisor in the final transaction.

(b) Events of Default shall include, but not be limited to, the following:

i. If any report, information, representation or material provided by the HHF Advisor in this Contract, is inaccurate, false or misleading;

ii. If any warranty or representation made by the HHF Advisor in this Contract, or any other outstanding agreement with Florida Housing, is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

iii. If the HHF Advisor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

iv. If, in the sole discretion of Florida Housing, the HHF Advisor has failed to perform or complete any of the services identified in this Contract;

v. If the HHF Advisor has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work or services to be provided under this Contract;

vi. If the HHF Advisor permits or engages in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, or physical, mental, emotional or learning disability in performing any service identified in this Contract;

vii. If the HHF Advisor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

viii. If the HHF Advisor commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;

ix. If the HHF Advisor refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law; or

x. If the HHF Advisor, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).

(c) Upon the happening of any Events of Default listed in subparagraph 9(b) above, Florida Housing will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in paragraph 11(b) of this Contract.

(d) Upon the happening of any Events of Default listed in subparagraph 9(b), Florida Housing may provide the HHF Advisor a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the HHF Advisor of the length of the Cure Period in the Notice of Default.

(e) Upon the happening of any Event of Default, or if Florida Housing provides a Cure Period and if the HHF Advisor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

i. Florida Housing may terminate the Contract;

ii. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

iii. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the HHF Advisor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the HHF Advisor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the HHF Advisor to reimburse Florida Housing for the amount of costs incurred; or

iv. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

10. TERMINATION; SURVIVAL OF OBLIGATIONS AND DUTIES OF HHF ADVISOR UPON AND FOLLOWING TERMINATION

(a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the HHF Advisor identified in paragraph 11(b) of this Contract.

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives the Termination Notice if the HHF Advisor fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives the Termination Notice if the HHF Advisor fails to comply with the terms and conditions set forth ins. 420.512(5), Fla. Stat.

(d) Florida Housing may terminate the Contract for cause, including, but not limited to, the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives the Termination Notice.

(e) This Contract may be terminated by either party upon ten (10) days written notice. The Contract will automatically terminate on the tenth (10th) day after all the parties consent in writing to the Termination Notice.

(f) Upon termination of this Contract for any reason, the HHF Advisor shall ensure that all information kept pursuant to paragraph 7 of this Contract is transmitted to Florida Housing via the Counselor Direct or any other appropriate or necessary means specified by Florida Housing. The HHF Advisor shall have a continuing duty to maintain the security of Applicant information and PII for the retention period of any information kept pursuant to paragraph 7 of this Contract.

(g) Upon termination of this Contract for any reason, the HHF Advisor shall:

i. Immediately cease the use of any logo, slogan, sigil, service mark, trademark or any other intellectual property of Florida Housing associated with the HHF Program in any and all media produced or maintained by the HHF Advisor;

ii Immediately cease to represent any association with the HHF Program for any purpose whatsoever in any and all media produced or maintained by the HHF Advisor; and

iii. Notwithstanding the provisions of subparagraph 7(c) of this Contract regarding the retention of records, the HHF Advisor shall destroy or delete all physical and electronic records containing any Applicant data or PII per the methods set forth in subparagraph 7(c) of this Contract and provide Florida Housing with a written statement that all physical and electronic Applicant data has been provided to Florida Housing either in CounselorDirect or other electronic means acceptable to Florida Housing and subsequently destroyed or deleted.

The terms and conditions in subparagraphs (f) and (g) above shall survive the termination of the Contract. Failure to comply with the terms of this part shall constitute an Event of Default pursuant to paragraph 9 above.

11. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Della Harrell
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: della.harrell@floridahousing.org
or the designated successor.

(b) The primary HHF Advisor contract administrator for this Contract is:

Lamarr D. Kemp
Director of Housing Services
Leon County
918 Railroad Avenue
Tallahassee, FL 32310
Telephone: 850-606-1900 Fax: 850-606-1901
kempl@leoncountyfl.gov
or the designated successor.

(c) The secondary HHF Advisor contract administrator for this Contract is:

Candice M. Wilson, Director
Office of Human Services & Community Partnerships
Leon County
918 Railroad Avenue
Tallahassee, FL 32310
Telephone: 850-606-1900 Fax: 850-606-1901
wilsonca@leoncountyfl.gov
or the designated successor.

(d) The Florida Housing program contact for this Contract is:

David Westcott
Director of Homeownership Programs
Florida Housing Finance Corporation

227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 488-9809
E-mail: david.westcott@floridahousing.org
or the designated successor.

(e) All written and verbal approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

(f) All notices shall be given to the parties' respective contract administrators or their respective designees (unless a provision in the Contract directs otherwise, in which case such notice shall be given to the person or contact as directed in that provision).

12. CONFIDENTIALITY

(a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the HHF Advisor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

(b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the HHF Advisor shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(c) If the HHF Advisor is required to disclose or publish the existence or terms of this Contract pursuant to Florida's Public Records Law, then the HHF Advisor shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

13. GOVERNING LAW; VENUE; OTHER PROVISIONS

(a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.

(b) If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Contract.

(c) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the HHF Advisor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the HHF Advisor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(d) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

(e) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

14. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or federal agency. The HHF Advisor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

15. COPYRIGHT, PATENT AND TRADEMARK

(a) If the HHF Advisor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the HHF Advisor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith, the HHF Advisor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the HHF Advisor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.

(c) All subcontracts or other arrangements entered into by the HHF Advisor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

16. LEGAL AUTHORIZATION

The HHF Advisor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The HHF Advisor also certifies that the undersigned possesses the authority to legally execute and bind the HHF Advisor to the terms of this Contract.

17. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

(a) Submit a bid on a contract to provide any goods or services to a public entity;

(b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

(c) Submit bids on leases of real property to a public entity;

(d) Be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and;

(e) Transact business with any public entity in excess of the threshold amount provided in s.287.017, Fla. Stat., for CATEGORY TWO: $25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

18. CONFLICTS OF INTEREST

(a) The HHF Advisor and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the HHF Advisor, including the HHF Advisor, if an individual. To that end, an HHF Employee may not handle, process, or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Principal Reduction Program made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the HHF Advisor or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 11(d) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of $100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.
(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

" 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;
(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(d) By executing this contract, the HHF Advisor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The HHF Advisor will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the HHF Advisor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the HHF Advisor will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 11(d) of this Contract, within ten (10) working days. If the HHF Advisor is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

19. TECHNICAL ASSISTANCE

A technical assistance provider (TAP) may be assigned to the HHF Advisor by and at the discretion of Florida Housing at any time during the term of this Contract. In such case, the TAP may evaluate the HHF Advisor to determine experience and capacity levels and submit written recommendations and observations to Florida Housing. In no event, however, shall the TAP manage, control or direct the manner in which the HHF Advisor renders the services contemplated under this Contract.

20. FACILITIES

The facilities and premises used by the HHF Advisor in providing the services under this Contract shall be maintained in commercially reasonable clean and safe condition, and accessible to all persons, including persons with disabilities.

21. OTHER LANGUAGES

The HHF Advisor must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the HHF Advisor either must have staff fluent in the language of any such Applicant or use interpreter services to ensure that such Applicant has access to the services and programs contemplated under this Contract.

22. ANTI-DISCRIMINATION

The HHF Advisor will not permit or engage in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, or physical, mental, emotional, or learning disability.

23. COMPLIANCE

The HHF Advisor agrees to comply with quality control, compliance and evaluation of the Principal Reduction Program for activities performed pursuant to the Contract.

24. ENTIRE AGREEMENT: ALL PRIOR AGREEMENTS SUPERSEDED AND TERMINATED

This Contract, including any and all attachments, embodies the entire agreement of the parties with respect to its subject matter. This Contract supersedes and replaces all previous oral or written communications, representations or agreements in connection with or related to the subject matter of this Contract, including, specifically, any previous version(s) of this Contract entitled Contract For HHF Advisor Services For The HFA Hardest Hit Fund Principal Reduction Program between Florida Housing and the HHF Advisor. Upon execution of this Contract, any such previous contract shall be deemed terminated by mutual agreement of the parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized.

FEIN:_____ Date: _____

LEON COUNTY, FLORIDA

By: _____

Vincent S. Long, County Administrator

ATTEST:

Bob Inzer, Clerk of the Court

Leon County, Florida

By: _____

APPROVED AS TO FORM:

Leon County Attorney's Office

By: _____

Herbet W. A. Thiele, ESA.,

County Attorney

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name: Stephen P. Auger

Title: Executive Director

Date: _____

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2012/2013; 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 September, 2013.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2012/2013
BUDGET AMENDMENT REQUEST

No: BAB13036
Date: 8/23/2013

Agenda Item No:
Agenda Item Date: 9/10/2013

County Administrator
Vincent S. Long

Deputy County Administrator
Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	932016	334512	000	Florida Hardest Hit Principal Reduction Program	-	25,000	25,000
							-
							-
							-
							-
							-
							-
					Subtotal:	25,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	932016	51250	554	Regular OPS salaries and Wages		24,000	24,000
125	932016	55100	554	Office Supplies		1,000	1,000
							-
							-
					Subtotal:	25,000	25,000

Purpose of Request:

This amendment realizes program generated revenue from the Florida Hardest Hit - Principal Reduction Program. This program serves homeowners in Leon County that are severely "underwater" (mortgage much larger that the value of the home), but have been consistently current with their mortgage payments. Funds will be utilized to reduce the loan balance to an amount as close to 100% loan to value as possible. The County will provide Hardest Hit Fund Advisor Services and be compensated by the Florida Housing Finance Corporation for services provided.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution [X] Motion [ ] Administrator [ ]

Leon County
Board of County Commissioners

Notes for Agenda Item #17

Leon County
Board of County Commissioners

Cover Sheet for Agenda #17

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a Status Report Providing Fiscal Analysis of the Waiver of all Department of Development Support and Environmental Management Building and Associated Permit Fees for Honorably Discharged Veterans with a 100% Service-Connected Disability

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Public Works and Community Development David McDevitt, Development Support and Environmental Management
Lead Staff/ Project Team:	Ed Jarriel, Jr., Director, Building Plans Review and Inspections Division

Fiscal Impact:

This item has no fiscal impact to the County. Though this item itself does not have a fiscal impact, the total fees waived in support of honorably discharged veterans for last fiscal year was $3,008, which is below the $7,000 threshold in fee waivers authorized by the County.

Staff Recommendation:

Option #1: Accept the status report providing fiscal analysis of the waiver of all Department of Development Support and Environmental Management building and associated permit fees for honorably discharged veterans with a 100% service connected disability.

Report and Discussion

Background:

In recognition of the County's military veterans and their service to the country, the Board established a Strategic Priority at their December 12, 2011 Annual Retreat to assist local veterans returning from active duty. In response, Development Support and Environmental Management (DSEM) staff submitted an agenda item at the regular Board meeting on June 26, 2013 requesting the approval of a Resolution to amend the respective fee ordinances and allow all review and building permit fees associated with the construction of new, single-family dwellings, installation of manufactured homes, and additions and alterations to existing single-family dwellings to be waived for veterans that have a 100% service-connected disability.

Due to the uncertainty of the fiscal impact this Resolution might have on the DSEM budget, the Resolution limited the total fee waiver to $7,000 for one annual budget cycle. Consequently, the Board approved Resolution R12-14 with the fiscal cap in place and directed staff to provide an analysis on the fiscal impact of the Resolution after one budget cycle (Attachment #1). This agenda item provides the requested fiscal impact analysis.

Analysis:

During the first three quarters of FY 2012/2013, the issuance of building permits has increased 42% over the same time period last fiscal year. Permits for the construction of new, single-family dwellings have increased 19% during the same time period. The overall increase in the issuance of building permits is due, in large part, to the general growth of the economy and the availability of affordable loans. As a result of the increase in permits, the Building Plans Review and Inspection Division's Enterprise Fund has been able to meet the budgetary requirements of the Division without accessing the fund reserves. Similarly, the DSEM fund has not been impacted by this Resolution.

During the referenced fiscal year, three permits were issued to qualifying veterans utilizing the fee waiver Resolution. Each of these permits was issued to construct additions to existing single-family dwellings; no permits were issued for the construction of new homes or the installation of manufactured homes. On average, each permit had a fiscal impact of $1,003 for a total fiscal impact of $3,008 to the Department, noted as follows:

Permit	Building	DSEM
LB1201347	$952.96	$180.00
LB1300287	$1,426.12	$0.00
LB1300394	$449.37	$0.00

Overall, administrative costs to issue these permits, together with costs to inspect the work performed, did not produce shortfalls detrimental to the Department's fiscal health. However, staff anticipates that with the increase in the number of veterans returning from active duty, and the increase in the growth of the economy, the fiscal impact associated with this Resolution could increase and may require further Board action to increase the established cap of $7,000.

Options:

1. Accept the status report providing fiscal analysis of the waiver of all Department of Development Support and Environmental Management building and associated permit fees for honorably discharged veterans with a 100% service connected disability.
2. Do not accept the accept the status report providing fiscal analysis of the waiver of all Department of Development Support and Environmental Management building and associated permit fees for honorably discharged veterans with a 100% service connected disability.
3. Board direction.

Recommendation:
Option #1.

Attachment:
1. Resolution R12-14

VSL/TP/DM/EJ

RESOLUTION NO. R12-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO WAIVE ALL DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT PERMIT REVIEW FEES ASSOCIATED WITH THE CONSTRUCTION OF NEW SINGLE FAMILY DWELLING UNITS, MANUFACTURED HOME SET-UPS, AND ADDITIONS AND ALTERATIONS TO EXISTING SINGLE FAMILY DWELLING UNITS FOR HONORABLY DISCHARGED VETERANS WITH A 100% SERVICE CONNECTED DISABILITY.

WHEREAS, recent national events, such as the order by the President to end the U.S. military presence in Iraq and to start the withdrawal of military personnel elsewhere in the world; and

WHEREAS, many of our returning military personnel have service connected disabilities which limit their ability to perform certain physical functions, which creates a need for accessible features within their home; and

WHEREAS, due to the slow economic recovery and the lack of job opportunities, it has become increasingly difficult for our military personnel to renovate existing homes or construct new homes which afford a greater degree of accessibility; and

WHEREAS, the Board adopted a Strategic Plan for the County for fiscal years 2012 and 2013 which include a Strategic Priority and Initiative that addresses the Economy, specifically identifying an Initiative to implement strategies that assist local veterans; and

WHEREAS, in keeping with the Board-approved Strategic Priorities and Initiatives, the Department of Development Support and Environmental Management (DSEM), is proposing an enhanced customer service initiative for honorably discharged veterans with a 100% service connected disability by waiving all County review fees associated with building permits for construction of single family dwelling units, for manufactured home set-ups, and for additions and alterations to single family dwelling units; and

WHEREAS, the Board has adopted, and subsequently amended, Resolution 06-19 adopting a schedule for fees associated with building, development services, and environmental permit fees;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

1. Resolution 06-19 is hereby amended to the extent that fees authorized by Resolution 06-19, and its amendments, shall be waived for Department of Development Support and Environmental Management permit review associated with the construction of a new single family dwelling unit, manufactured home set-up, or additions and alterations to an existing single family dwelling unit owned by and to be used as the residence of an honorably discharged veteran with a 100% service connected disability.

2. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED JOINTLY by the Board of County Commissioners of Leon County, Florida, this 26th day of June, 2012.

LEON COUNTY, FLORIDA

BY: _____
Akin S. Akinyemi, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Leon County
Board of County Commissioners

Notes for Agenda Item #18

Leon County
Board of County Commissioners

Cover Sheet for Agenda #18

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Status Report on Trailahassee.com

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Economic Development & Business Partnerships
Lead Staff/ Project Team:	Lee Daniel, Division of Tourism Development

Fiscal Impact:
This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on Trailahassee.com.

Report and Discussion

Background:
At the Budget Workshop on July 9, 2012, the Board approved a plan to invest $250,000 to widen the trail/cross country course at Apalachee Regional Park with the cost to be split equally between the County general reserves and those of the Leon County Division of Tourism Development (Attachment #1). The goal of this capital improvement is to further enhance the recreational opportunities for residents, and economic development through tourism. On July 12, 2012, the Division of Tourism Development was directed to take the lead in formulating a workgroup for the branding, marketing, promotion, and grand reopening of the cross country course and trail (Attachment #2). In addition, this group was charged to plan a course of action for the branding and marketing of the overall trail system in Leon County and the region.

At its meeting on November 20, 2012, the Board requested a status report on the trails system and other amenities including mobile applications. That status report was received on January 29, 2013 (Attachment #3), at which point the Board accepted a recommendation from the Tourist Development Council and approved the Resolution and associated Budget Amendment Request in the amount of $35,000 from the Tourist Development unallocated fund balance to create a separate Trailahassee.com website.

The acceptance of the status report and approval of funding to create a separate Trailahassee.com website are essential to the following FY2012 and FY2013 Strategic Initiatives:

- "Implement strategies that promote the region as a year round destination."
- "Implement strategies which advance parks, greenways, recreational offerings."
- "Expand, connect and promote "Trailahassee" and the new regional trail system."

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

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place that attracts talent." (EC1)
- "Grow our tourism economy, its economic impact and the jobs it supports, including being a regional hub for sports and cultural activities." (EC4)
- "Maintain and enhance our educational and recreational offerings associated with our library, parks and greenway system for our families, visitors, and residents." (Q1)
- "Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness." (Q5)

The workgroup that was formed consisted of representatives from the following County departments and external stakeholders:

Tourism Development	County Parks & Recreation
County/City GIS	CRTPA
Florida State University Athletics	Leon County Solid Waste
Leon County Community & Media Relations	Gulf Winds Track Club
Capital City Cyclists	KCCI
Florida Office of Greenways & Trails	Leon County School Board
City Parks & Recreation	

The full workgroup met on three occasions, August 16, September 19 and October 16, 2012, to discuss the project and help develop a database of all regional trails for hiking, running, bicycling paved, bicycling off-road, paddling and equestrian. On November 28, 2012, staff, the digital team from The Zimmerman Agency, and GIS staff met to discuss the technology available and to ensure that the technology being utilized by Zimmerman would work with the GIS data.

Numerous follow-up meetings between GIS and the Zimmerman Agency technical team ensued. The website was previewed to the workgroup on August 8, 2013, and a sneak preview was presented at the Tallahassee Chamber Annual Conference on August 10-11. The workgroup will continue to meet on a semi-annual basis to provide updates on opportunities and new or expanded trails.

Analysis:

Leon County now owns the URLs www.Trailahassee.com, .net and .org. The goal is to develop Trailahassee.com into a website that will provide accurate and thorough information for local residents, visitors and potential visitors about the extensive trail system in Leon County and the region. The site will incorporate data from other sites that are more specific to running, hiking, bicycling, both paved and off-road, paddling and equestrian into one database and website.

The Division of Tourism Development and The Zimmerman Agency were already planning to remake the VisitTallahassee.com website during FY 2013 to take advantage of new technology that enhances the mobile website user experience. The Zimmerman Agency digital team is continuing to work with Tallahassee-Leon County GIS to maximize the latest technology that will enable Trailahassee.com to be the best possible user resource, and the site includes links to outfitters and other related association sites.

Research conducted to date by GIS, staff and The Zimmerman Agency has not discovered any other sites nationally that combine all the different types of trail experiences in one site such as Trailahassee.com. Tourism Development will conduct extensive national and local public relations and social media campaigns to build awareness for the site and to encourage residents to provide input through videos and photos. During FY 2014, Trailahassee.com will be advertised in niche bicycling, running, and outdoor publications.

The website focuses on users being able to interact and find out more details about a specific trail beyond just the location and types of activities available on that trail. Some of the features include:

- Map and search functions developed by GIS
- Landing pages for 11 individual featured trails
- Pages would have a GIS map of the trail
- Videos of persons using the trail
- Photos
- Skill levels of the various trails
- GPS functionality for users on mobile devices
- Reviews or articles from Tourist Development's outdoor blogger and other bloggers
- Listings of outfitters and recreational related associations
- Eventual Pinterest, Facebook and Twitter usability
- Ongoing expanded content including regional trails

Links would be prominent on the site to take users to the VisitTallahassee.com site, the Leon County site and others.

In addition to Trailahassee.com, Leon County Parks and Recreation will be increasing the interpretative signage and installing QR codes along the greenway trails as part of the newly revised Land Management Plans for the Miccosukee Canopy Road and J.R. Alford Greenways. While not yet designed, it is anticipated that the QR codes will provide maps; information on the length of trails; and/or additional interpretative/historical information about the properties. Furthermore, with the influx of funding from Blueprint 2000 for construction at the St. Marks Greenway and the Fred George Greenway, new trails and trailheads will be opened to the public within the next 18 to 24 months.

Staff will provide a presentation of the web site at the Commission meeting.

Options:

1. Accept the status report on the Trailahassee.com.
2. Board direction.

Recommendation:
Option #1

Attachments*:*

1. Budget Workshop, July 9, 2012
2. Letter directing the formation of the workgroup
3. Status Report, January 29, 2013

VSL/KM/LD

Leon County
Board of County Commissioners
Cover Sheet for Budget Workshop Item #4

July 9, 2012

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Analysis of Active Parks & Recreation Facilities and Needs within the Unincorporated Area

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, Director, Public Works and Community Development Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Leigh Davis, Director of Parks and Recreation

Fiscal Impact:
The proposed FY13 – FY 17 capital improvement plan includes $2.3 million for active parks facilities: $300,000 per year for overall maintenance and $163,000 for replacement of playground equipment. Through the review directed by the Board, staff has also identified an additional $1.6 million in proposed improvements that were not previously programmed in the current capital plan. If the Board approves the "fund sweep" for general capital maintenance projects (discussed in a separate budget discussion item), adequate funding will be available to support the additional improvements over the next five years.

This item also contemplates allocating $125,000 from the Tourist Development tax to support the improvement and widening of the cross country track at Apalachee Regional Park. This project will be jointly funded through general revenue ($125,000) and the Tourist tax ($125,000). This project is estimated to have a potential economic impact of over $10.7 million to the area.

Staff Recommendation:
Option #1: Accept staff's report on active parks and recreation facilities and improvement needs within the unincorporated area.

Option #2: Approve the $125,000 allocation from the Tourist Development tax to support the improvement and widening of the cross country track at Apalachee Regional Park.

Report and Discussion

Background:
At the May 22, 2012 meeting, the Board directed staff to conduct an active-parks facilities assessment and provide information on the needs for improvements for budgetary consideration. In addition, the Board requested a review of the potential for consolidation or functional consolidation with the City of Tallahassee in terms of recreation programs and/or field usage. This item solely addresses the facilities assessment. An item regarding consolidation alternatives will be provided to the Board at a later date.

In 1997, the County completed its first "Plan for Parks and Recreation Services in Unincorporated Leon County" (Plan). The Plan was developed with the input of the Parks and Recreation Advisory Team and information gathered at community meetings and tours, as well as standards published by the State of Florida in its comprehensive plan for outdoor recreation. Five communities were identified as immediate/critical areas for receiving parks and recreation services: Chaires-Capitola, Woodville, Ft. Braden, the northwest area and Miccosukee. Furthermore, the northern area of the county was acknowledged as an area that would have to be addressed in the long-range plans of the County's parks and recreation program.

From that original plan, the following facilities were funded and came into existence:

- Acquisition (1997) and development (2001) of the Daniel B. Chaires Park
- Improvements and additions to the J. Lewis Hall, Sr. (a.k.a. Woodville) Park (beginning in 1998)
- Development of leased school property adjacent to the Fort Braden School, now known as Ft. Braden Park (1998)
- Development of the Miccosukee Community Park (1999)
- Development of the Canopy Oaks Park (2002)
- Development of portions of the Solid Waste Management Facility, now known as the Apalachee Regional Park (beginning in 2004)

In addition, the Board recently approved the acquisition of the Celebration Baptist Church property (100 acres), located at the intersection of Thomasville Road and Proctor Road, to meet the growing needs of the northern Leon County community. At the June 26, 2012 meeting, the Board voted to include this project for consideration by the Sales Tax Extension Committee.

Analysis:
The Parks and Recreation department currently maintains eight active parks within the unincorporated area of the County. Within each park there are a number of fields, playgrounds, concessions, etc. that must be maintained. The County's active parks are listed in Table 1 along with the different facilities that are maintained within each.

Table 1: Leon County Active Park Facilities

Facility Type	Apalachee Regional Park	Canopy Oaks	Daniel B. Chaires	Ft. Braden*	J. Lewis Hall, Sr. (Woodville)	Miccosukee	Stoneler Road	Tower Road
Baseball Field w/lights					●			
Basketball Courts			●	●	●	●		
Concession/comfort station	●	●	●	●	●	●		●
Cross-country facility	●							
Little League Fields		2	2	3	4	1	1	
Multi-purpose Fields w/lights	2	1		1	1			1
Multi-purpose Fields w/o lights	2							
Pavilion(s)					●	●	●	●
Playground		●		●	●	●	●	●
Softball Field					●			
T-ball Field			●					
Tennis Courts		●	●					

** Includes amenities located at the Ft. Braden Community Center.*

In addition to the County facilities listed above, the County has access to the following Leon County Schools facilities:

- Baseball field at Ft. Braden School
- Little League fields at Chaires Elementary School
- Multi-purpose fields at Montford Middle School (for a fee)
- Large green space at Roberts Elementary School (for a fee)

General Population for Active Parks

The general population served by these facilities is predominately the 5-14 age range. As part of this analysis, Parks & Recreation staff worked with PLACE to determine past population figures within this age range as well as a projection for 2020, specifically within the unincorporated area. As reflected in Table 2, these figures are projected to remain relatively flat. Consequently, it is assumed that participation figures over the next 10 years will also remain relatively level.

Table 2. – Unincorporated Leon County Youth Population (ages 5-14)

Age Group	1980	1990	2000	2010	Projected 2020
5 to 9 years	5,941	5,750	6,880	6,190	6,355
10 to 14 years	5,763	5,195	7,575	6,863	7,045
Total 5 – 14 years	11,704	10,945	14,455	13,053	13,400

Facility Maintenance and Improvements

Each year funds are set aside in the Capital Improvement Program (CIP) to maintain and improve the County's park system. Improvements for active parks include, but are not limited to, fencing, safety corrections on equipment, replacing playground equipment, security, paving and parking lot improvements, irrigation, and turf management, as well as tennis and basketball court maintenance. While this item focuses on the County's active parks, it's important to note that the County also maintains 1,185 acres of greenways (Miccosukee, Alford, St. Marks, Fred George, Fallschase, Eight-Mile Pond, and the Alford Arm/Goose Creek Connector), and passive parks (Pedrick Pond and Trail, Martha Wellman, Lake Henrietta, Gil Waters, Okeeheepkee Prairie, J. Lee Vause, Kate Ireland and Jackson View), as well as three campgrounds, five community centers and seventeen boat landings. Table 3 includes a summary of capital funds budgeted over the past five years for maintaining the County parks. It does not include funding associated with the development of new amenities.

Table 3 – General Maintenance Funding
FY 2008 – FY 2012

Fiscal Year	Parks	Greenways
2008	$145,000	$75,000
2009	$150,000	$90,000
2010	$230,000	$90,000
2011	$335,000	$125,000
2012	$460,000	$125,000
Total	**$1,320,000**	**$505,000**

The total listed above for "Parks" includes funds set aside in the Parks Capital Maintenance CIP which funds the maintenance and needs of active and passive parks, campgrounds, and community centers combined with the Playground Equipment Replacement CIP dollars. The Greenways total is solely the amount set aside in the Greenways Capital Maintenance CIP.

In addition, there have been some CIPs over the last five years for specific parks and/or improvements such as the Tower Road CIP and the Athletic Field Lighting CIP. Through use of all of these funds, improvements and renovations made to active County parks over the past five years (FY08-FY12) include, but are not limited to:

- Backstop renovations at Woodville Park
- Renovations to the multi-use field, parking lot, restroom and shelter, landscape, playground equipment, and drainage improvements at Tower Road Park

- Construction of the two additional multi-purpose fields, the cross country trail, and a concession/comfort station at Apalachee Regional Park
- Retrofit or installation of Musco Green Lighting systems to all active parks to allow electronic control and monitoring of usage
- Scoreboard installation at Miccosukee Park
- Renovation of Little League field (new dug-outs, new fencing, new lights) at Stoneler Road Park
- Unitary signage program developed and implemented for active and passive parks including installations at Woodville, Stoneler Road, Canopy Oaks, Miccosukee, and Tower Road Parks
- Installation of an awards stage for cross country facility at Apalachee Regional Park *(in progress)*
- Tennis court resurfacing at Canopy Oaks Park
- Installation of lighting, basketball court resurfacing, and bench replacements at Woodville Park
- Sinking of a new well for irrigation needs and complete field reconfiguration at Miccosukee Park *(will begin in August 2012)*
- Installation of security lighting at Stoneler Road Park
- Resurfacing of basketball courts at Ft. Braden Community Center
- Renovation of the T-ball field at Ft. Braden Community Center
- Irrigation retrofit at Woodville Park *(will be completed by year end)*

Planned Facility Improvements

The proposed FY13 – FY 17 capital improvement plan includes $2.3 million for maintenance ($300,000 per year) and replacement of playground equipment at County parks ($163,000 per year). The contemplated planned improvements for specific parks are provided in Attachment #1.

Apalachee Regional Park

The proposed FY13 capital budget for the Apalachee Regional Park contemplates the construction of a stormwater facility, improvements to the parking and entrance road, and design and installation of uniform facility-wide signage. It also includes $250,000 to widen and improve the cross country track at Apalachee Regional Park.

Because of the potentially significant economic impact, staff recommends the project costs be split 50/50 between general revenue ($125,000) and the Tourist Development tax ($125,000). Currently, two events are hosted at the Apalachee Regional Park, Florida Athletic Coaches Association XC Championships and The Florida State University Seminole XC Invite. Tourist Development staff estimated that if the track is widened, an additional ten events could be hosted at the park. The additional events equate to over 18,000 visitors to the area and a potential economic impact of approximately $10.7 million. The complete economic analysis prepared by the Tourist Development department is included as Attachment #2.

Additional Needs

In conducting the assessment, Parks staff evaluated all of the existing facilities to determine if the fields were functioning correctly, the general condition and adequacy of the concession/comfort buildings and score towers, the ability to provide any additional baseball fields on existing County owned property, and other general conditions of the sites (i.e. parking and irrigation). As a result of the parks assessment directed by the Board, Table 3 provides a summary of the additional needs identified and the associated funding.

Table 3. – Additional Identified Needs

Improvement	Estimated Cost
Drainage Improvements/Retrofits at Apalachee Regional Park, Canopy Oaks, Daniel B. Chaires, and Stoneler Road on a total of 7 fields *(Miccosukee's are already budgeted as part of the construction in FY14)*	$600,000
Concession/Comfort Station Replacement at Canopy Oaks	$500,000
Baseball Field Construction at Daniel B. Chaires	$510,000
SUBTOTAL REQUIRING ADDITIONAL FUNDING:	**$1,610,000**
Score Tower Renovations at Canopy Oaks, Daniel B. Chaires, Ft. Braden, and Stoneler Road.	$40,000
Irrigation Improvement/Retrofits at Canopy Oaks, Daniel B. Chaires, and Ft. Braden	$76,000
Parking Improvements at Ft. Braden, Stoneler Road, and Tower Road	$200,000
SUBTOTAL SUPPORTED THROUGH EXISTING PLANNED FUNDING:	**$316,000**

As reflected in Table 3, staff anticipates that the score tower renovations, irrigation retrofits, and the parking improvements could be accomplished over a five-year period through the existing CIP for the Parks Maintenance if it remains at the current annual funding level of $300,000. The remaining larger projects: baseball field construction at Chaires, concession/comfort station replacement at Canopy Oaks, and the drainage improvements are expected to collectively cost approximately $1.6 million and need to be considered for separate CIPs. The following provides a brief description of these three proposed CIPS:

- Baseball field construction at Daniel B. Chaires: The Chaires and Apalachee Park Facility have developed as complements to each other, with Chaires providing the baseball fields and Apalachee providing the football/soccer fields for the area. Outside of Apalachee (and Northeast), Chaires is the only active park that has the ability to have an expansion in baseball fields. This can be accomplished through existing park land and adjacent County owned land associated with a borrow pit. The field can be developed on land that will not effect the operations of the borrow pit.
- Concession/Comfort Station Replacement at Canopy Oaks: The Canopy Oaks concession/comfort station was installed/constructed in 2003 as a pre-fabricated building assembled much like a manufactured home. It is one of the oldest, most utilized facilities of its type. The comfort stations at Woodville and Apalachee Regional Parks experience

similar levels of traffic/usage. A replacement for Woodville Park is already contemplated in the FY13-FY17 funding; and the Apalachee facility is only a few years old. Given the amount of traffic the Canopy Oaks facility endures, it will reach its life expectancy within the next 3-5. It is proposed that the replacement structure be comparable to the concrete, bricks and mortar buildings that exists at Apalachee Regional Park and contemplated for Woodville Park.

- Drainage Improvements: The $600,000 proposed for these improvements would address the needs of seven fields within four parks (Apalachee Regional, Canopy Oaks, Daniel B. Chaires and Stoneler). The parks that experience the greatest drainage issues are located on the north west and north east sides of the County. This is due to the natural geology of these areas, as well as the way these fields were previously constructed. As part of these improvements base soils will be removed and replaced and more appropriate crowning/contouring of the fields will be implemented to provide additional drainage away from the fields. Parks located further to the south, Woodville and Ft. Braden do not experience similar problems. Miccosukee Park's issues will be addressed during its renovation and Tower Road Park was addressed during its renovation.

If the Board approves the "fund sweep" for general capital maintenance projects (discussed in a separate budget discussion item), adequate funding will be available to support the additional improvements over the next five years. It should also be noted, based on previous Board discussion, this analysis does not account for any of the funding necessary to construct facilities at the Northeast Park.

Options:

1. Accept staff's report on active parks and recreation facilities and improvement needs within the unincorporated area.
2. Approve the $125,000 allocation from the Tourist Development tax to support the improvement and widening of the cross country track at Apalachee Regional Park.
3. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Planned Improvements for FY13 – FY17 Capital Improvement Plan
2. Economic Impact of Widening Cross Country Track at Apalachee Regional Park

Planned Improvements for FY13-FY17 Capital Improvement Plan

Park/Improvement	FY13	FY14	FY15	FY16	FY17
Apalachee Regional Park					
Cross Country trail widening	●				
Stormwater facility	●				
Entrance Road and Parking Improvements	●				
Better Signage		●			
Canopy Oaks Park					
Baseball Field (located on Fred George Greenway)		●			
Concession/Comfort Station Replacement*				●	
Daniel B. Chaires Park					
Basketball court resurfacing	●				
Playground installation	●				
Tennis court resurfacing	●				
Baseball field construction*					●
Ft. Braden Park					
Storage Addition	●				
Playground installation				●	
J. Lewis Hall, Sr. (Woodville)					
Concession stand/comfort station replacement	●	●			
Miccosukee Park					
Construction of new fields	●				
Playground replacement	●				
Stoneler Road Park					
Concession stand/comfort station and storage	●				
Playground replacement		●			
Phasing for the following improvements is being evaluated:					
Score Tower Renovations at Canopy Oaks, Daniel B. Chaires, Ft. Braden and Stoneler Road		●	●	●	●
Drainage Improvements/Retrofits on 7 fields*	●	●	●	●	●
Irrigation Improvements/Retrofits at Canopy Oaks, Daniel B. Chaires, and Ft. Braden		●	●	●	
Parking Improvements at Daniel B. Chaires, Ft. Braden, Stoneler Road and Tower Road	●	●	●	●	

** $1.6 million is required over the next five years to support these projects which can be accomplished through the "fund sweep"*

Potential New Events that could be hosted at the Apalachee Regional Park

	Organization	Event Name	Approach	Teams	Participants	Total Visitors	Days	Daily Spending	Direct Spending	Economic Impact	Room Nights	ADR	Sales Tax	TD Tax	Jobs
*1	Florida High School Athletic Association	FHSAA XC Championships	BID	192	1,453	4,000	2	$ 143	$ 1,144,000	$ 1,647,360	1,000	$ 82.31	$ -	$ -	47.06
**2	Florida High School Athletic Association	FHSAA XC Regionals	BID		-	500	2	$ 143	$ 143,000	$ 205,920	120	$ 82.31	$ -	$ -	5.88
3	Atlantic Coast Conference	ACC XC Championships	BID		-	350	3	$ 143	$ 150,150	$ 216,216	180	$ 82.31	$ 11,261	$ 741	4.12
4	USA Track & Field	USATF XC Club Championships	BID	100	1,200	1,800	3	$ 143	$ 772,200	$ 1,111,968	900	$ 82.31	$ 57,915	$ 3,704	21.18
5	USA Track & Field	USATF XC JO Championships	BID		2,500	3,750	3	$ 143	$ 1,608,750	$ 2,316,600	1,563	$ 82.31	$ 120,656	$ 6,433	44.12
6	Footlocker	Footlocker XC South Regional	BID		2,200	3,300	3	$ 143	$ 1,415,700	$ 2,038,608	1,650	$ 82.31	$ 106,178	$ 6,791	38.82
7	USA Track & Field	USATF XC Masters Championships	BID		209	314	3	$ 143	$ 134,706	$ 193,977	157	$ 82.31	$ 10,103	$ 646	3.69
8	Florida Sports Foundation	XC Sunshine State Games	Create			50	3	$ 143	$ 21,450	$ 30,888	25	$ 82.31	$ 1,609	$ 103	0.59
9	Visit Tallahassee	FHSAA XC PRE-State Meet (state req)	BID	397	2,823	4,235	3	$ 143	$ 1,816,601	$ 2,615,905	2,117	$ 82.31	$ 136,245	$ 8,714	49.82
***10	National Collegiate Athletic Association	NCAA South Regional Championship	BID	60	350	525	3	$ 143	$ 225,225	$ 324,324	263	$ 82.31	$ 16,892	$ 1,080	6.18
					Proposed Event Totals	**18,824**	**28**		**$ 7,431,782**	**$ 10,701,765**	**7,975**		**$ 557,384**	**$ 28,211**	**221.45**

*	Bid for 2012 Championships ranked #1; contract is not signed: FHSAA events would bring tax exempt teams
**	Can bid on FHSAA Regionals with current course design
***	Awarded 2012 Event; course widening is mandatory for any future regional hostings per FSU

Events Currently Hosted at the Apalachee Regional Park

	Organization	Event Name	Approach	Teams	Participants	Total Visitors	Days	Daily Spending	Direct Spending	Economic Impact	Room Nights	ADR	Sales Tax	TD Tax	Jobs
1	Florida Athletic Coaches Association	FACA XC Championships	BID		60	90	2	$ 143	$ 25,740	$ 37,066	23	$ 82.31	$ 1,931	$ 93	4.12
2	Florida State University Athletics	FSU Seminole XC Invite	Create		0	1,600	3	$ 143	$ 686,400	$ 988,416	352	$ 82.31	$ 51,480	$ 1,449	21.18
					Current Event Totals	**1,690**	**5**		**$ 712,140**	**$ 1,025,482**	**375**		**$ 53,411**	**$ 1,541**	**25.29**

Visitors Per Team - # is based on the calculation of .5 persons per participant
Daily Spending - based on the Daily Spending rate provided by the Florida Sports Foundation
Direct Spending - the formula (Days) X (# of Visitors) X (Daily Spending Rate)
Economic Impact - the formula (Direct Spending) X (1.44 from Dr. Bonn's Research)
Room Nights - the formula (Total Visitors) X (2nights) / (4 persons per room)
ADR - Average Daily Rate provided by Smith Travel Report 2012
Sales Tax - calculated by (Direct Spending) X (.075)
TD Tax - Tourism Development Tax calculated by (Room Nights) X (ADR) X (.05)
Jobs - Jobs calculated by Visit Florida (85 visitors =1 Job)

BOARD OF COUNTYCOMMISSIONERS
MEMORANDUM

DATE: July 12, 2012

TO: Lee Daniel, Director of Tourism Development
Leigh Davis, Director of Parks & Recreation
Jon D. Brown, Director Community & Media Relations

FROM: Ken Morris, Director of Economic Development & Business Partnerships

SUBJECT: Apalachee Regional Park Trail Widening

As you know, the Board approved the widening of the Apalachee Regional Park Trail earlier this week as part of the tentative FY 2013 County budget. The Trail is often recognized by local recreational enthusiasts as a wonderful community asset which also serves as home to the FSU Men and Women's Cross Country Teams. In the fall, this County facility is expected to host the NCAA's South Regional Cross Country Championships and the Florida High School Athletic Association's State Cross Country Championships drawing hundreds of visitors to the community for each event. It is important that we share our story with local residents so that they are aware of these improvements and the associated economic impact of attracting sports tourists while continuing to encourage local participation and utilization of this valued amenity.

I am requesting that Lee Daniel, as the County's Director of Tourism Development, take the lead in formulating a workgroup of interdepartmental personnel and outside stakeholders for the branding, marketing, promotion, and grand re-opening of the Trail to enhance local utilization and awareness and to increase sports tourism opportunities that will provide an economic return on investment. I have provided a suggested listing of County departments and outside stakeholder groups that should be included in this effort but please feel free to expand participation as needed:

Tourism Development
Parks and Recreation
Community & Media Relations
Planning
GIS

FSU Cross Country
Gulf Winds Track Club
Capital City Cyclists
KCCI
The County's Sports Advisory Council

Further, as we continue to invest in parks, green space, and trails, it is important to apply the same lens on the community-wide assets and their connectivity to distinguish our region as an athletic and recreational destination. This will require additional coordination with the City of Tallahassee and the Capital Region Transportation Planning Agency. Please plan on submitting a planned course of action for both the improved Apalachee Regional Park Trail and the overall trail system in our region by November 9, 2012. Please feel free to contact me if you have any questions.

cc: Vincent S. Long, County Administrator
Alan Rosenzweig, Deputy County Administrator
Tony Park, Director of Public Works
Roxanne Manning, Director of Planning
Lee Hartsfield, Director of GIS
Brian Hickey, Sports Marketing Director

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Leon County
Board of County Commissioners
Cover Sheet for Agenda #30

January 29, 2013

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Acceptance of Status Report on Trailahassee.com Branding Efforts and Expansion of the Cross Country Course at Apalachee Regional Park

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review and Approval:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director, Economic Development & Business Partnerships
Lead Staff/ Project Team:	Lee Daniel, Director, Division of Tourism Development

Fiscal Impact:

This item has a fiscal impact to the County. The web development for Trailahassee.com will cost up to $35,000 as recommended by the Tourist Development Council for the construction of, and content for, the Trailahassee.com site.

Staff Recommendation:

Option #1: Accept the status report on the Trailahassee.com branding efforts and the improvements to the cross country course at the Apalachee Regional Park.

Option #2: Approve the Resolution and associated Budget Amendment Request in the amount of $35,000 from the Tourism Development unallocated fund balance to create a separate Trailahassee.com website (Attachment #1).

Report and Discussion

Background:

At the Budget Workshop on July 9, 2012, the Board approved a plan to invest $250,000 to widen the trail/cross-country course with the cost to be split equally between the County's general reserves and those of the Division of Tourism Development (Attachment #2). The goal of this capital improvement is to further enhance the recreational opportunities for residents and economic development through tourism. On July 12, 2012, the Division of Tourism Development was tasked with forming a workgroup for the branding, marketing, promotion, and grand reopening of the cross country course and trail (Attachment #3). In addition, this group was charged to plan a course of action for the branding and marketing of the overall trail system in Leon County and the region. At its meeting on November 20, 2012, the Board requested a status report on the trails system and other amenities including mobile applications.

The acceptance of the Status Report and approval of funding to create a separate Trailahassee.com website are essential to the following FY2012 and FY2013 Strategic Initiatives being considered for adoption in a separate agenda item:

- "Implement strategies that promote the region as a year round destination."
- "Implement strategies which advance parks, greenways, recreational offerings."
- "Expand, connect and promote "Trailahassee" and the new regional trail system."

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

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place that attracts talent." (EC1)
- "Grow our tourism economy, its economic impact and the jobs it supports, including being a regional hub for sports and cultural activities." (EC4)
- "Maintain and enhance our educational and recreational offerings associated with our library, parks and greenway system for our families, visitors, and residents." (Q1)
- "Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness." (Q5)

Analysis:

A workgroup was formed consisting of representatives from the following County departments and external stakeholders:

Tourism Development	County/City Parks & Recreation
County/City GIS	CRTPA
Florida State University Athletics	Leon County Solid Waste
Leon County Community & Media Relations	Gulf Winds Track Club
Capital City Cyclists	KCCI
Florida Office of Greenways & Trails	Leon County School Board

The full workgroup met on three occasions (August 16, September 19, and October 16, 2012) to discuss the project and help develop a database of all regional trails for hiking, running, bicycling paved, bicycling off-road, paddling, and equestrian. On November 28, 2012, staff, the digital team from The Zimmerman Agency, and GIS staff met to discuss the technology available, and to ensure that the technology being utilized by Zimmerman would work with the GIS data. The workgroup will continue to be involved in determining the appropriate technology being used and once developed, the beta testing of the site/landing pages. The workgroup will also continue to meet on a semi-annual basis to provide updates on opportunities and new or expanded trails. The remainder of this report will be divided into two sections: the improvements to the cross country course at the Apalachee Regional Park, and the development of the Trailahassee.com website.

Trail/Cross Country Course at Apalachee Regional Park

Between September and December 2012, the Apalachee Regional Park cross country course hosted nine local, state, and regional events; including the NCAA Southeast Regional cross-country meet on November 9, 2012, and the Florida High School State Championship on November 17, 2012. Additionally, the course hosted the FSU Cross-Country Invitational on October 5-6, 2012. This event brought 40 college teams and 96 high school teams to Tallahassee; resulting in 3,260 visitors, 1,230 room nights, and a total economic impact of $1,126,744.. The FSHAA High School Cross Country Championship brought 1,400 runners, 3,500 paid attendees, 4,000 visitors, 1,587 room nights, and an estimated total economic impact of $1,382,720. To date, this was the largest single event at Apalachee Regional Park, and it will return in 2013. (Attachment #4) lists the recent events at Apalachee Regional Park.

Widening the course will allow for FSU to bid on future regionals, as well as the NCAA National Finals in cross country. On December 20, 2012, representatives from Leon County Parks & Recreation, Tourism Development, Gulf Winds Track Club, and FSU conducted a site visit with an NCAA Cross Country committee member to receive feedback on the proposed course changes prior to the issuance of a Request for Proposals (RFP). The committee member was very impressed with the existing course and the planned enhancements.

Poised with feedback from NCAA, and significant input from FSU and Gulf Winds Track Club, Parks & Recreation staff intends to issue the RFP by early February 2013 for the necessary enhancements to the course to make it a world-class running venue. Enhancements will include lengthening the starting straight away and widening the length of the course to ten meters to meet NCAA competition requirements; relocating the finish line to improve upon competition logistics; adding fencing for better course definition; identifying and stabilizing a parking area in a closed landfill cell to better accommodate teams, visitors, and spectators; and, enhancing/paving the entrance to the facility (including relocating an existing roadway cut along Apalachee Parkway). The timeline, while aggressive, is to have all of these improvements completed by fall 2013 to coincide with the cross country season at both the high school and collegiate levels.

The Division of Tourism Development has compiled a list of other races that can potentially be brought to Tallahassee and Leon County once these improvements are completed. As examples, the USA Track & Field Junior Olympic Cross Country Championships could bring 2,500 participants, 3,750 visitors, and $1.7 million in direct spending to Leon County and total economic impact of $2,533,000. The Footlocker South Regional could bring 2,200 participants, 3,300 visitors, and generate $1.4 million in direct spending, which equates to a total economic impact of $2,086,000.

Therefore, the total economic impact of the two potential events would be approximately $4,619,000. Funds will be budgeted in the sports section of the Tourism Development budget for FY 2014 to attempt to attract these races.

In coordination with Community & Media Relations, Tourism Development, and community stakeholders, Leon County Parks & Recreation will take the lead role in preparing for the grand reopening of the course to local residents when all enhancements are completed. Tourism Development will be the lead division in marketing the course on a national basis. Tallahassee-Leon County GIS will continue to provide mapping support throughout the effort.

The original web mapping presence that was deployed on November 15, 2012 (http://tlcinter.leoncountyfl.gov/arpt/index.html) for the Apalachee Regional Trail will provide a foundation for future web mapping efforts. This mapping presence was utilized by high school cross country coaches, runners, and parents to familiarize them with the park and course layout. Tourism Development will invite national running publications and journalists for site visits to tour the course and generate positive publicity.

Trailahassee.com

Leon County now owns the URLs www.Trailahassee.com, .net and .org. The goal is to develop Trailahassee.com into a website that would provide accurate and thorough information for local residents, visitors, and potential visitors about the extensive trail system in Leon County and the region. The site would incorporate data from other sites that are more specific to running, hiking, bicycling (both paved and off-road), paddling, and equestrian into one database and website.

The Division of Tourism Development and The Zimmerman Agency were already planning to remake the VisitTallahassee.com website during FY 2013 to take advantage of new technology that enhances the mobile website user experience. The Zimmerman Agency digital team is continuing to work with Tallahassee-Leon County GIS to maximize the latest technology that will enable Trailahassee.com to be the best possible user resource. Consideration has been given to either make Trailahassee.com a separate website with links to other sites, or a series of landing pages within VisitTallahassee.com. Once completed, Trailahassee.com will be advertised in niche bicycling, running, and outdoor publications.

A separate website would focus on users being able to interact and find out more details about a specific trail beyond just the location and types of activities available on that trail. A separate website would enable The Zimmerman Agency to develop additional features that get both visitors and residents excited about the County's extensive trail system. Examples are:

- Map and search functions developed by GIS
- Landing pages for 15 individual trails
- Pages would have a GIS map of the trail
- Videos of someone using the trail
- Photos
- Reviews or articles from Visit Tallahassee's outdoor blogger
- Ability for users to "like" the trail with a thumbs symbol

- Content can be expanded on an ongoing basis to include regional trails as well

Links would be prominent on the site to take users to the VisitTallahassee.com site, the Leon County site, and others. The Zimmerman Agency can develop a separate site for $35,000.

Another option is to develop a series of landing pages within VisitTallahassee.com. These pages would include map functionality built by the GIS team. This would be the only functionality on these landing pages. Costs associated with this approach are estimated to be $15,000 to $18,750.

At its meeting on January 10, 2013, the TDC heard a presentation from Rusty Howard, Vice President of Digital at The Zimmerman Agency. Mr. Howard presented the options of a separate website or incorporating trails information into the existing VisitTallahassee.com site.

Mr. Howard explained that with new technology, there is no need for, and associated expense of creating a number of native applications across different mobile device platforms. This new technology will make the site very user-friendly on any smart phone, desktop, laptop, or tablet. In addition, Mr. Howard stated that if The Zimmerman Agency could begin work by February 1, the site should be operational by late April or early May 2013. Following the presentation and questions and answers, the TDC unanimously approved a recommendation for the Board to authorize the expenditure of up to $35,000 for The Zimmerman Agency to construct a separate Trailahassee.com website with the funds coming from the unallocated fund balance in the Tourism Development account (Attachment #5).

In addition to comprehensive website data being prepared and packaged by Tourism Development, GIS, and The Zimmerman Agency, Leon County Parks and Recreation will simultaneously be increasing the interpretative signage and installing Quick Response (QR) codes along the greenway trails as part of the newly revised Land Management Plans for the Miccosukee Canopy Road and J.R. Alford Greenways. While not yet designed, it is anticipated that the QR codes will provide maps; information on the length of trails; and/or additional interpretative/historical information about the properties. Furthermore, with the influx of funding from Blueprint 2000 for construction at the St. Marks Greenway and the Fred George Greenway, new trails and trailheads will be opened to the public within the next 18 to 24 months.

Based on the TDC's recommendation to support this request, the Board would need to approve the attached Resolution and associated Budget Amendment Request.

Options:

1. Accept the status report on the Trailahassee.com branding efforts and the improvements to the cross country course at the Apalachee Regional Park.
2. Approve the Resolution and associated Budget Amendment Request in the amount of $35,000 from the Tourism Development unallocated fund balance to create a separate Trailahassee.com website.
3. Do not accept the status report and do not approve the Budget Amendment Request.
4. Board direction.

Recommendation:
Options #1 and #2.

Attachments:
1. Resolution and Associated Budget Amendment Request
2. July 9 Budget Workshop Item
3. Letter directing the formation of the workgroup
4. List of recent events at Apalachee Regional Park
5. Memo from the Chair of the Leon County Tourist Development Council

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Notes for Agenda Item #19

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Cover Sheet for Agenda #19

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of Proposed New Policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace", and Revisions to Leon County Personnel Policies and Procedures, Section II, "Employee Conduct", Policy No. 01-01, "E-Mail/Internet Use", and Policy No. 03-12, "Violence Prevention and Intervention"

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Kim Dressel, Senior Assistant to the County Administrator Lillian Bennett, Human Resources Director LaShawn Riggans, Assistant County Attorney

Fiscal Impact:
This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Adopt proposed new policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace" (Attachment #1).

Option #2: Adopt revisions to Leon County Personnel Policies and Procedures, Section II, "Employee Conduct" to add new Section 2.09.5, "Use of Telephones, E-mail and Internet by Employees Who are Victims of Domestic Violence" and to revise retitled Section 2.16, "Self Reporting of Arrests/Investigations, and Injunctions of Protection" (Attachment #2).

Option #3: Adopt revisions to Policy No. 01-01, "E-Mail/Internet Use" (Attachment #2).

Option #4: Adopt revisions to Policy No. 03-12, "Violence Prevention and Intervention" (Attachment #2).

Report and Discussion

Background:

On November 13, 2012, the Board accepted the Leon County Commission on the Status of Women and Girls Annual Report. The report's key findings, with respect to domestic violence, sexual violence, and stalking, include the following:

- Crime & Justice - In 2011, approximately 36% of *all* murders committed in Leon County involved domestic violence. Approximately 15% of all reported rapes and 22% of all aggravated assaults were classified as "domestic violence." These crimes, which go largely unreported, constitute a significant proportion of all of the violent crimes reported in Leon County. Additionally, cases of domestic violence almost always include stalking. In 2011, five of 14 murders in Leon County (35.7%) were domestic violence related, and 21 of 129 forcible rapes in Leon County (22.8%) were domestic violence related.

- Economic Security – Few employers understand or provide basic workplace protections for victims of domestic and sexual violence. In the U.S., the annual cost of lost productivity due to domestic violence is estimated at $727.8 million with over 7.9 million paid workdays lost per year. Abusers stalk, threaten, harm and harass their victims at work, sabotage them by destroying work clothes or disabling their cars, and often use equipment and time at work to carry out these abusive acts.

  As of 2007, Florida law mandates that employees with more than 50 employees must provide three days of leave a year to victims of domestic or sexual violence. The law specifies the conditions under which this leave can be granted. Leon County includes these state-mandated provisions in its Leon County Personnel Policies and Procedures (HR Policies).

  However, the report advises that a comprehensive policy that addresses domestic and sexual violence in the workplace goes beyond the discussion of leave for victims to help deal with this violence by addressing key areas such as: (1) providing employees with assistance and information, (2) ensuring safety for the victim and other employees at work, (3) providing leave for victims of violence (often more than three days), (4) training supervisors and staff about domestic and sexual violence, (5) assuring consequences for perpetrators who use work time or equipment to abuse or who are respondents on injunctions for protection, (6) forming workplace response teams, and (7) posting and distributing resources for help.

When asked for next step suggestions, it was recommended by some members of the Commission on the Status of Women and Girls that Leon County establish a comprehensive policy that addresses domestic violence, sexual violence and stalking in the Leon County workplace, which is consistent with a key finding in the report. In response, staff worked with Robin Hassler Thompson, an attorney and member of the Commission on the Status of Women and Girls, and Haley Cutler, Executive Director with The Oasis Center for Women & Girls, to develop the proposed new policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace" (Attachment #1).

Analysis:

Highlights of the proposed new policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace Policy" are provided below.

1. Employees Who Are Perpetrators, Who Assist Perpetrators, Who Have Been Arrested, or Who Are Respondents to an Injunction for Protection (Section 5):

   - Employer Notification of Arrest: For informational purposes, the proposed new policy references Section 2.16, HR Policies, which requires employees who have been arrested or notified they are the focus of a criminal investigation to appropriately notify Leon County.

   - Employer Notification for Injunction of Protection: An Employee who is a Respondent to an Injunction for Protection is required to notify their supervisor by no later than the commencement of the employee's next scheduled workday if:

     i. The Petitioner for the Injunction for Protection is an Employee with whom the Employee/Respondent may come in contact with during their work-related duties; or

     ii. The Petitioner for the Injunction for Protection is another person with whom the Employee/Respondent may come in contact with during their work-related duties; or

     iii. The Employee/Respondent used any Leon County resources in any conduct which gave rise to the Injunction for Protection.

     The "Petitioner" is the person who seeks or obtains an Injunction for Protection.

     The "Respondent" is the person who is alleged to have engaged in an act or acts of domestic violence, or another form of violence, and whom an Injunction for Protection may be or is issued against.

     "Resources" include work time, County vehicles, telephones, printers, copiers, FAX machines, mail, e-mail or other County resources.

     "Contact" includes phone, e-mail, text, in person, third-party conduit, Internet or social media, and any other contact proscribed by the court in the Injunction for Protection.

     For consistency, proposed revisions to Section 2.16, HR Policies, and to Policy No. 03-12, "Violence Prevention and Intervention", which expands the notification requirements to include Injunctions for Protection, as described above, are also the subject of this agenda item.

   - Off-Duty Conduct - Disciplinary action, proportionate to an employee's off-duty conduct of Domestic Violence, Sexual Violence, or Stalking, up to and including termination from employment, may be taken if there is a nexus between an employee's off-duty conduct and their ability to perform their job, or the County's ability to discharge its responsibilities in an orderly, efficient and safe manner. Such disciplinary action requires the concurrence of the County's Point of Contact, provided only after they have conferred with the County Attorney's office. The Point of Contact will typically be the Human Resources Director, or his or her designee.

- Domestic Violence, Sexual Violence, and Stalking in the Workplace – Disciplinary action, up to and including termination from employment, may be taken if an employee: (1) commits or threatens to commit Domestic Violence, Sexual Violence, or Stalking using County resources; (2) commits such violence from the workplace or while on official County business; or (3) uses their job-related authority and/or County resources to negatively affect a victim or survivor of such violence, and/or to assist a perpetrator of such violence in locating a victim or survivor, and/or to assist a perpetrator in perpetrating an act of such violence. Disciplinary action may only be taken after contacting the Human Resources Director or the Point of Contact for advice and guidance.
- Assistance – The proposed new policy encourages employees who are perpetrators of Domestic Violence, Sexual Violence, or Stalking to participate in the County's Employee Assistance Program, and reserves the County's right to require an employee who is a perpetrator of such violence to participate in a Batterer Intervention Program and/or other appropriate programs or training.

2. Confidentiality (Section 6): The proposed policy recognizes an employee's right to privacy and autonomy, and stipulates that the County will maintain the confidentiality of an employee's disclosure regarding Domestic Violence, Sexual Violence, or Stalking to the extent permitted by law, with certain exceptions. The proposed policy identifies circumstances under which employer disclosure may occur, which includes the protection of workplace safety.
3. Nondiscrimination and Non-Retaliation (Section 7): There will be no retaliation or adverse employment action taken against any employee for disclosing their status as a victim or survivor of Domestic Violence, Sexual Violence, or Stalking or for exercising their rights under the policy.
4. Workplace Assistance for Victims and Survivors of Domestic Violence, Sexual Violence, or Stalking:
   - Assistance (Section 8(a)): Employees who are the victim or survivor of Domestic Violence, Sexual Violence, or Stalking, or who have an Injunction of Protection or other court-ordered protective/restraining order issued and in effect against another person, which orders them to stay away from the employee's workplace, are encouraged (but not required) to notify their supervisor or the County's Point of Contact. If the supervisor is notified, they should notify Leon County's Employee Engagement & Performance Manager or the Human Resources Director. If requested by the employee, Leon County may take reasonable steps to ensure that the workplace is reasonably safe, secure, and free from threats, intimidation, abusive behavior and physical violence. Additionally, Leon County may provide appropriate workplace assistance, referral to the Employee Assistance Program, and referral to other community resources.

- Leave from Work (Section 8(c)): Employees who are the victim or survivor of Domestic Violence, Sexual Violence, or Stalking, or whose family member is a victim or survivor of such violence, may take the following days of leave from work: (1) up to three working days of leave from work in any 12-month period for purposes such as seeking related services, medical care, personal or home security activities, legal services, etc.; (2) leave to attend court proceedings for purposes that include obtaining an Injunction of Protection, and appearing in court proceedings where they or their family member is a victim of Domestic Violence, Sexual Violence, or Stalking; (3) the employee may be entitled to additional leave in accordance with the Family and Medical Leave Act (FMLA); and, (4) extended periods of leave may be granted, in collaboration with the employee, supervisor, and the Point of Contact or other representative of Human Resources.

- Reasonable Safety Accommodations (Section 8(d)): Employees who are experiencing Domestic Violence, Sexual Violence, or Stalking, or the threat of such violence, are encouraged to contact the Point of Contact to help identify Reasonable Safety Accommodations, which are intended to better enable the employee to more safely continue to be employed by and work for Leon County. The proposed policy:

  i. Authorizes the County's Point of Contact to assess, develop, implement and modify Reasonable Safety Accommodations, utilizing whatever combination of County and/or external response personnel they deem appropriate for a particular circumstance; and

  ii. Provides examples of Reasonable Safety Accommodations that may be considered, such as changing the employee's work phone number, providing heightened security, relocating the employee's workplace, and providing the employee's reasonable use of County-owned phones, computer systems, Internet access, and e-mail for safety planning, to conduct research or seek assistance regarding the Domestic Violence, Sexual Violence, or Stalking they are experiencing.

  The County is not required to grant an accommodation that would cause significant difficulty or expenses for Leon County, and the proposed policy identifies factors that may be considered in making that determination.

  For consistency, proposed revisions to the HR Policy and to Policy No. 01-01, "E-Mail/Internet Use", which expand the use of County phones, computer systems, Internet access, and e-mail, as described above, are also the subject of this agenda item.

- Alternative to Discipline (Section 8(e)): Domestic Violence, Sexual Violence, and Stalking can adversely affect the well-being and work productivity of an employee who is being victimized. When an employee's work performance difficulties are a result of being a victim or survivor of Domestic Violence, Sexual Violence, or Stalking, they are encouraged to let the County's Point of Contact know. If the employee is not in a probationary or suspended status, disciplinary actions may be held in abeyance for an agreed upon period of time, with periodic reviews as to an employee's progress. The time period may be adjusted. Additionally, during the period of abeyance, Reasonable Safety Accommodations may be developed with the intention of accommodating or mitigating the effects of such violence at the workplace.

5. When the Perpetrator and Victim or Survivor Work in the Same Workplace (Section 9): If both the victim or survivor and the perpetrator are employees working in the same workplace, they should be separated while at work, and both employees are encouraged to contact the County's Point of Contact to evaluate options. A directive may be given to the perpetrator as to measures to be taken so as to avoid contact with the victim at the workplace, a copy of which will be provided to the victim.
6. Reporting (Section 12): Employees are responsible for immediately notifying their supervisors, division or department management, following the chain of command, of any actual, potential or suspected behaviors of Domestic Violence, Sexual Violence, or Stalking which occur in the workplace.
7. Perpetrators in the Workplace Who Are Not Employees (Section 14): The appropriate law enforcement agency will be notified when any individual in a County workplace or other County property exhibits threatening behavior that places individuals in fear for their safety. When an employee is concerned about a contractor's or vendor's conduct in the workplace, they should promptly notify the County's Point of Contact, who will raise the issue to the contracting officer for an assessment of the appropriate response and corrective actions to be taken.
8. Reasonable Effort (Section 15): The proposed policy includes the stipulation that Leon County will make every reasonable effort to exercise reasonable diligence and care by utilizing available services related to meeting the needs of employees who are victims or survivors of Domestic Violence, Sexual Violence, or Stalking; however, the needs of the victims and survivors cannot outweigh the needs of the County, the workplace, the safety of other County employees, or public safety. Additionally, the policy does not create a contractual relationship between the County and any employee or any other person.

In order to effectuate certain provisions of the proposed new policy, staff also recommends revising the following policies (Attachment #2):

(a) Revisions to Leon County Personnel Policies and Procedures, Section II "Employee Conduct"

1. Add new Section 2.09.5, "Use of Telephones, E-Mail and Internet by Employees Who are Victims of Domestic Violence" - Under the proposed new section, employees are permitted the reasonable use of the County-owned phones, computer systems, e-mail and Internet access for safety planning, to conduct research or seek assistance regarding the Domestic Violence, Sexual Violence, or Stalking that the employee is experiencing. Additionally, if their work area is not private, employees may ask the County's Employee Engagement & Performance Manager to coordinate the use of a private area for such purposes.

2. Add employer notification regarding Injunctions for Protection to revised and retitled Section 2.16, "Self Report of Arrests/Investigations, and Injunctions of Protection" – Under the proposed revisions, an employee who is a Respondent to an Injunction for Protection is required to notify their supervisor by no later than the commencement of the employee's next scheduled workday if: (1) The Petitioner for the Injunction for Protection is an Employee with whom the Employee/Respondent may come in contact with during their work-related duties; or (2) The Petitioner for the Injunction for Protection is another person with whom the Employee/Respondent may come in contact with during their work-related duties; or (3) The Employee/Respondent used any Leon County resources in any conduct which gave rise to the Injunction for Protection.

(b) Revisions to Policy No. 01-01, "E-Mail/Internet Use" - For consistency, the proposed revisions provide for the same phone, computer, e-mail and Internet access as described in the proposed revisions to the Leon County Personnel Policies and Procedures, through the addition of a new Section 2.09.5, "Use of Telephones, E-Mail and Internet by Employees Who are Victims of Domestic Violence" (refer to section "a(1)")

(c) Revisions to Policy No. 03-12, "Violence Prevention and Intervention" – The proposed policy revision encourages employees with a court-ordered protective/restraining order issued and in effect against another person (the "Respondent"), which orders the Respondent to stay away from the workplace, to notify their supervisor or the County's Employee Engagement & Performance Manager. If requested by the employee, Leon County may take reasonable steps to ensure that the workplace is reasonably safe, secure, and free from threats, intimidation, abusive behavior and physical violence. Additionally, the proposed revision adds employer notification regarding Injunctions for Protection, as previously described (refer to section "a(2)").

A workplace handbook, to accompany the proposed new policy, has been developed. The handbook introduces employees to the policy, and provides general information to raise employee awareness about Domestic Violence, Sexual Violence, and Stalking, how such violence affects the workplace, and how to plan for safety. Community resource information is also included. Employee training is also in the process of being developed and rolled-out to the workforce. The handbook will be distributed in advance of the training.

Options:

1. Adopt proposed new policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace" (Attachment #1).
2. Adopt revisions to Leon County Personnel Policies and Procedures, Section II, "Employee Conduct" to add new Section 2.09.5, "Use of Telephones, E-mail and Internet by Employees Who are Victims of Domestic Violence" and to revise retitled Section 2.16, "Self Reporting of Arrests/Investigations, and Injunctions of Protection" (Attachment #2).
3. Adopt revisions to Policy No. 01-01, "E-Mail/Internet Use" (Attachment #2).
4. Adopt revisions to Policy No. 03-12, "Violence Prevention and Intervention" (Attachment #2).
5. Do not adopt the proposed new policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace" (Attachment #1); and do not adopt proposed policy revisions to: (a) Leon County Personnel Policies and Procedures, Section II, "Employee Conduct"; (b) Policy No. 01-01, "E-Mail/Internet Use"; or (c) Policy No. 03-12, "Violence Prevention and Intervention" (Attachment #2).
6. Board direction.

Recommendation:

Options #1, #2, #3, and #4.

Attachments:

1. Proposed new policy, "Domestic Violence, Sexual Violence and Stalking in the Workplace"
2. Proposed revisions to: (a) HR Policies Section II – Employee Conduct; (b) Policy No. 01-01, "E-Mail/Internet Use"; and (c) Policy No. 03-12, "Violence Prevention and Intervention"

Board of County Commissioners
Leon County, Florida

Policy No. 13-2

Title:	Domestic Violence, Sexual Violence and Stalking in the Workplace
Date Adopted:	September 10, 2013
Effective Date:	September 10, 2013
Reference:	N/A
Policy Superseded:	N/A

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a new policy, Policy No. 13-2, "Domestic Violence, Sexual Violence and Stalking in the Workplace" (this "Policy") is hereby adopted, to wit:

1. **Purpose.** Leon County recognizes that Domestic Violence, Sexual Violence, and Stalking are common occurrences in our society and affect people in all walks of life. In addition to causing physical and psychological harm to the Victim, Domestic Violence, Sexual Violence, and Stalking often spill over into the workplace, compromising the safety of both Victims and co-workers. Domestic Violence, Sexual Violence, and Stalking also impact the workplace through lost productivity, increased healthcare costs, increased absenteeism, and increased Employee turnover. Leon County believes employers, including Leon County, can play a critical role in reducing Domestic Violence, Sexual Violence, and Stalking, and in avoiding or minimizing both the occurrence and effects of such acts of violence in the workplace.

   Leon County will not tolerate acts of Domestic Violence, Sexual Violence, or Stalking in its Workplace, or the use of Leon County resources by Employees to perpetrate such acts. Leon County institutes this Policy as part of its commitment to a healthy, safe organizational climate and to the prevention and reduction of the incidences and effects of Domestic Violence, Sexual Violence, and Stalking which Leon County recognizes as workplace issues that impact the workplace, even if the incidents occur elsewhere.

   The purposes of this Policy are to:

   a. Encourage Employees at risk to seek help and to offer a model of support and referral services when a situation of Domestic Violence, Sexual Violence, or Stalking is known to potentially cause risk in the workplace;
   b. Enhance workplace awareness and the capacity to create a supportive, safe work environment for Victims and Survivors of Violence and fellow Employees;
   c. Institutionalize responsive policies and procedures to assist Employees who are impacted by Violence, including the provision of training on this Policy to Employees;
   d. Provide immediate assistance to Victims, especially information and referrals to community resources; and
   e. Provide assistance and/or disciplinary action to Employees who are Perpetrators of Violence.

DRAFT

This Policy is intended to supplement existing Leon County policies, including:

a. Human Resources Policies and Procedures
b. Policy No. 03-12, "Violence Prevention and Intervention."

2. Definitions

a. "Batterer Intervention Program" means, in general, a program that addresses the perpetration of domestic violence by a partner, spouse, ex-spouse, or a person who shares a child in common or who is a cohabitant in an intimate relationship, for the purpose of exercising power and control by one over the other. Batterer Intervention Programs are generally at least 29 weeks in length and include 24 weekly sessions, plus appropriate intake, assessment, and orientation programming.

b. "Disciplinary Action" includes counseling for work performance, attendance or any other reason, with or without written follow-up, and the disciplinary actions identified in *Section X, HR Policies*, including oral warning, written warning, suspension, demotion, and termination from employment.

c. "Domestic Violence" has the same meaning as in Section 741.28(2), Florida Statutes (2012, as may be amended) which, for ease of reference, has been copied as follows:

> *""Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member."*

d. "Employee" means any person who, under the jurisdiction of the Leon County Board of County Commissioners, receives remuneration from Leon County for the performance of any work or service while engaged in any employment under any appointment or contract for hire. Such individual effectively becomes an Employee as of the first day and time for which they are owed compensation of income by Leon County, and such individual ceases being an Employee as of the effective date and time of their termination of their employment relationship with Leon County. Volunteers, interns and other workers not paid by Leon County, and persons who are temporarily assigned to work for Leon County on a contractual basis or as a Court-ordered community service worker, for example, are not considered to be Employees.

e. "Employee Assistance Program" is an off-site counseling service offered by Leon County to Employees.

f. "False Information" means false information included in any form of documentation that an Employee or an Employee's designee presents to Leon County to justify a claim that such Employee is in need of leave from work with Leon County, a safety accommodation, an alternative to discipline, or other workplace assistance related to the Employee or the Employee's Family member being a Victim or Survivor of Violence, or that such leave from work is for an allowed purpose.

g. "Family or Household Member" has the same meaning as in Section 741.28(3), Florida Statutes (2012, as may be amended) which, for ease of reference, has been copied as follows:

""Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit."

h. "Family Member" includes Family or Household Member(s) and Registered Domestic Partner, collectively.

i. "Human Resources" means Leon County's Division of Human Resources.

j. "HR Director" means the Director of Human Resources.

k. "HR Policies" means Leon County's Human Resources Policies and Procedures.

l. "HR Contact" means the Employee designated by the HR Director as the preferred point of contact for Employees with Violence-related issues, as identified in the handbook referenced in Section 10 of this Policy.

m. "Injunction for Protection" means a court-ordered restriction placed on an individual who has, or who has allegedly, committed acts or, in some cases, made threats of violence against another individual.

n. "Law Enforcement Officer" has the same meaning as in Section 741.28(4), Florida Statutes (2012, as may be amended) which, for ease of reference, has been copied as follows:

""Law enforcement officer" means any person who is elected, appointed, or employed by any municipality or the state or any political subdivision thereof who meets the minimum qualifications established in s. 943.13 and is certified as a law enforcement officer under s. 943.1395."

o. "Leon County" or "County" means Leon County, Florida, a charter county and political subdivision of the State of Florida.

p. "Nexus" means, in general, a rational connection.

q. "Off-duty Conduct of Violence" means an Employee's conduct of Violence or threat of Violence which occurs outside of such Employee's Leon County Workplace and/or during such time that such Employee is off-duty from their Leon County job.

r. "Period of Abeyance" means the period of time that an intended Disciplinary Action is temporarily made inactive or temporarily set aside.

s. "Perpetrator", "Batterer" or "Abuser" means the individual who commits, has committed, or threatens to commit an act of Violence.

t. "Petitioner" means the person who is seeking or obtains an Injunction for Protection.

u. "Point of Contact" means the one central contact for issues related to Domestic Violence, Sexual Violence, and Stalking that occurs within, or has or may impact, the Leon County Workplace. The HR Contact is the primary Point of Contact; however, the HR Director, the County Administrator, the HR Director's designee, and the County Administrator's designee may also serve as the Point of Contact.

v. "Reasonable Safety Accommodation" means a reasonable accommodation made by Leon County for an Employee who is a Victim or Survivor of Violence, which allows the Employee to more safely continue to be employed by and work for Leon County, and does not impose an undue hardship on Leon County in the conduct of Leon County's business.

w. "Registered Domestic Partner" has the same meaning as in Chapter 9, Article V entitled "Domestic Partnership Registry" of the Leon County Code of Laws. In general, the term refers to the parties to a domestic partnership, which has been registered with the Leon County Clerk of the Circuit Court and has not been terminated.

x. "Respondent" means the person who is alleged to have engaged in an act or acts of domestic violence, or another form of violence, and whom an Injunction for Protection may be or is issued against.

y. "Sexual Violence" means a range of behaviors, including but not limited to, sexual harassment, a completed nonconsensual sex act (i.e., rape), an attempted nonconsensual sex act, abusive sexual contact, and non-contact sexual abuse (e.g., threatened sexual violence, exhibitionism, verbal harassment), and sexual violence as defined in Section 784.046(c), Florida Statutes (2012, as may be amended). Many of these acts are also addressed in Section 2.01 of the HR Policies (Employee Conduct – Workplace Harassment) and in the Policy No. 03-12, "Violence Prevention and Intervention."

z. "Stalking" has the same meaning as in Section 784.048, Florida Statutes (2012, as may be amended) portions of which, for ease of reference, have been copied as follows:

- "Any person who willfully, maliciously, and repeatedly follows or harasses another person commits the offense of stalking."
- ""Harass" means to engage in a course of conduct directed at a specific person which causes substantial emotional distress to that person and serves no legitimate purpose."
- ""Cyberstalk" means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose."

aa. "Victim" and "Survivor" mean an individual who is currently subject to, or has in the past been subjected to, Domestic Violence and/or Sexual Violence and/or Stalking.

bb. "Violence" means any or all of the following, collectively: Domestic Violence, Sexual Violence, and Stalking.

cc. "Workplace" means any location where an Employee performs Leon County work related duties, including Leon County facilities, Leon County vehicles, Leon County premises, Leon County-sponsored events, parking lots and areas surrounding Leon County facilities and locations where Leon County work is performed, and areas of travel between job locations. Telecommuting work sites are not included in the definition of "Workplace" for purposes of this Policy.

3. Scope and Applicability. This Policy applies to all Leon County Employees.

4. General Policy Statements

a. Leon County does not and will not tolerate Violence in the Workplace.
b. Leon County will encourage an Employee who is a Victim of Violence, or whose Family Member is a Victim of Violence, to seek assistance.
c. Leon County will make reasonable efforts, when circumstances of Violence are known to the Employee's supervisor, division/department management, or Point of Contact, to provide the Victim referrals, as appropriate, required leave from work, and other reasonable workplace assistance as described in this Policy.
d. Leon County requires Employees to report Violence in the Workplace and encourages Employees to contact the Point of Contact if they suspect a fellow Employee may be a Victim or Perpetrator of Violence.

5. Accountability for Employees Who Are Perpetrators, Who Assist Perpetrators, or Who Have Been Arrested, or Who Are Respondents to an Injunction for Protection.

a. Employer Notification - Arrest. Consistent with Section 2.16, HR Policies, Employees arrested or notified they are the focus of a criminal investigation by a local, state or federal law enforcement agency, shall appropriately notify Leon County. This requirement includes, but is not limited to, an arrest or investigation related to an act of Violence. It is the Employee's responsibility to notify his/her supervisor of the arrest/investigation as soon as possible, but no later than at the commencement of the Employee's next scheduled work day. Upon being notified by the Employee of the occurrence of the actions described above, the supervisor will notify the HR Director or the Point of Contact. Failure on the part of an Employee to notify his/her supervisor of an arrest/investigation may result in Disciplinary Action up to and including termination of employment.

b. Employer Notification – Injunction for Protection. An Employee who is a Respondent to an Injunction for Protection ("Employee/Respondent") shall notify his/her supervisor of such Injunction for Protection as soon as possible, but no later than at the commencement of the Employee's next scheduled work day, if any of the following applies:

i. If the Petitioner for such Injunction for Protection is an Employee with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Leon County work-related duties; or
ii. If the Petitioner for such Injunction for Protection is another person with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Leon County work-related duties; or
iii. If the Employee/Respondent used any Leon County resources in any of the conduct which gave rise to the Injunction for Protection, as contained in the court records for such Injunction for Protection.

As used in this section, Leon County "resources" includes, but is not limited to, work time, Leon County vehicles, telephones, printers, copiers, FAX machines, mail, e-mail or other Leon County resources. As used in this section, "contact" includes, but is not limited to, phone, e-mail, text, in person, third-party conduit, Internet or social network, and any other contact proscribed by the court in the Injunction for Protection.

Upon receipt of notification, the supervisor will notify the Point of Contact, and the HR Director will subsequently contact the County Attorney's office to discuss appropriate actions to be taken, if any.

c. Acts and behaviors described in this Section 5 will be judged from a reasonable person standard.

d. Leon County reserves the right to review any incident of a County Employee's on duty Violence or Violence-related conduct and Off-Duty Conduct of Violence, and to take appropriate Disciplinary Action, up to and including termination from employment, and/or legal action to discourage future Violence and to protect the safety of Employees and the public.

e. Leon County may take Disciplinary Action proportionate to an Employee's Off-duty Conduct of Violence, up to and including termination from employment, **if there is a Nexus between the efficiency of the service, as described hereinbelow, and the Employee's Off-duty Conduct of Violence**.

   i. An Employee's Off-duty Conduct of Violence interferes with the efficiency of the service if such conduct may reasonably be expected to interfere with either of the following:

      1. The ability of the Employee to function in their position of employment with Leon County, performing their assigned duties; or
      2. Leon County's ability to carry out its mission and purposes, discharging its responsibilities in an orderly, efficient, and safe manner.

   ii. Factors Leon County may consider, in determining whether there is a Nexus between the Employee's Off-duty Conduct of Violence and the efficiency of the service, include but are not limited to the following:

      1. Whether the conduct involves harm or threats to supervisors, co-workers, other Employees, customers or others with an actual or potential business relationship with Leon County;
      2. Whether the conduct could seriously harm Leon County's public image, reputation or product;
      3. Whether the conduct renders an Employee unable to perform his or her duties or appear at work;
      4. Whether the conduct reasonably makes it difficult or impossible for co-workers, customers, or others with an actual or potential business relationship with Leon County to deal with the Employee, including but not limited to the reasonable refusal, reluctance, or inability of other Employees to work with him or her;
      5. Whether the conduct undermines the ability of Leon County to direct Leon County's workforce;
      6. Whether the conduct had, or is reasonably expected to have, a detrimental effect on the Employee's or his coworkers' job performance;

7. Whether the conduct had a detrimental effect on management's trust and confidence in the Employee's job performance; or
8. Whether the conduct interfered with or adversely affected the agency's mission.

iii. Prior to taking Disciplinary Action for Off-duty Conduct of Violence, supervisors or division/department management are required to contact the Point of Contact for advice and guidance, and the Point of Contact is required to notify the County Attorney's Office in advance of making a determination as to the proposed Disciplinary Action. Disciplinary Action for Off-duty Conduct of Violence should only be taken with the prior concurrence of the Point of Contact, and only after the Point of Contact has conferred with the County Attorney's Office.

f. Leon County will not tolerate nor excuse conduct that constitutes Violence in a Leon County Workplace. Further, Leon County will hold accountable any and all Employees who engage in any of the following behaviors:

i. Using Leon County resources to commit or threaten to commit an act of Violence;
ii. Committing an act of Violence from or at the Workplace or any other location while on official Leon County business; or
iii. Using their job-related authority and/or Leon County resources in order to negatively affect a Victim or Survivor and/or assist a Perpetrator in locating a Victim or Survivor and/or to assist a Perpetrator in perpetrating an act of Violence.

g. In cases in which Leon County has found that an Employee has committed or has threatened to commit an act of Violence from or at the Workplace, or any location while on official Leon County business, or any location using Leon County resources such as work time, Leon County vehicles, telephones, printers, copiers, FAX machines, mail, e-mail or other means, said Employee will be subject to corrective or disciplinary action, up to and including termination from employment.

Prior to taking such action, supervisors and division/department management are required to contact the Point of Contact for advice and guidance. If appropriate, law enforcement will be contacted through the HR Director, the County Administrator, or the County Attorney, which may result in arrest, criminal charges, and/or prosecution.

h. In cases in which Leon County has verification that an Employee is responsible for a Violence-related offense, or is the subject of any order of protection, including temporary, final or out-of-state order, as a result of Violence perpetrated by the Employee, and said Employee has job functions that include the authority to take actions that directly impact Victims or Survivors of Violence and/or actions that may protect Perpetrators from appropriate consequences for their behavior, Leon County will determine if corrective action is warranted, and pursue such warranted corrective action.

Prior to taking such action, supervisors and division/department management are required to contact the HR Director or the Point of Contact for advice and guidance.

i. In cases in which any Employee intentionally uses his or her Leon County job-related authority and/or intentionally uses Leon County resources in order to negatively impact a Victim or Survivor of Violence, assist a Perpetrator in locating a Victim or Survivor, assist a Perpetrator in perpetrating an act of Violence, or to protect a Perpetrator from appropriate consequences for his or her behavior, said Employee will be subject to corrective or disciplinary action, up to and including termination from employment.

   Prior to taking such action, supervisors and division/department management are required to contact the Point of Contact for advice and guidance. If appropriate, law enforcement will be contacted through the HR Director, County Administrator, or County Attorney, which may result in arrest, criminal charges, and/or prosecution.

j. In cases where an Employee has, or is reasonably suspected of having, perpetrated any of the Violence-related acts identified in this *Section 5*, said Employee may be immediately removed from the Workplace and suspended without pay, as quickly as safety permits, and in accordance with *HR Policies*. If suspended, the suspended Employee shall remain off Leon County property pending the outcome of an investigation to determine if further action is warranted. Such further action may include, but is not necessarily limited to, a fitness for duty referral through the Employee Assistance Program, mandatory counseling, reassignment of job duties, progressive discipline, suspension, termination from employment. Additionally, if appropriate, law enforcement will be contacted through the HR Director, County Administrator, or County Attorney, which may result in arrest, criminal charges, and/or prosecution.

k. When a situation requires an investigation in order to determine an Employee's involvement in any of the acts described in this *Section 5*, said Employee(s) under formal investigation may be placed on Administrative Leave, with or without pay, in accordance with *Section 7.19, HR Policies*.

l. Other acts of actual behaviors of Violence or violations of this Policy, and other related matters that are reported, will be fully evaluated by Human Resources in coordination with the affected department and other appropriate resources to determine the appropriate management response.

m. Employees who are Perpetrators of Violence are encouraged to contact the Point of Contact for a referral to the Employee Assistance Program, or to make a self-referral to the program. They will be provided information regarding counseling and batterer intervention resources. Information regarding the Employee Assistance Program will be provided in the handbook referred to in *Section 10*. Employees who do not seek assistance through the Employee Assistance Program are encouraged to seek outside assistance, including self-referrals to community resources. Additionally, Leon County reserves the right to require a Perpetrator to participate in a Batterer Intervention Program and/or other appropriate programs or training, as part of a disciplinary action plan, with the prior concurrence of the Point of Contact.

6. Statement of Confidentiality

a. Leon County recognizes and respects an Employee's right to privacy and the need for confidentiality and autonomy.

b. Exemptions from inspection or copying of public records under Florida law, relevant to this Policy, include but may not be limited to the following:

   i. As authorized by Section 741.313 Florida Statutes (2013, as may be amended) which, for ease of reference, the applicable sections are copied as follows:

1. "Personal identifying information that is contained in records documenting an act of domestic violence or sexual violence submitted by an agency employee to an agency, as defined in chapter 119, under the requirements of this section is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution." (741.313(7)(a))

2. "A written request for leave that is submitted by an agency employee under the requirements of this section and any agency time sheet that reflects such a request are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until 1 year after the leave has been taken." (741.313(7)(b))

ii. As otherwise provided by Section 119.071, Florida Statutes (2012, as may be amended) which, for ease of reference, the applicable sections are copied as follows:

"…Any information not otherwise held confidential or exempt from s. 119.07(1) which reveals the home or employment telephone number, home or employment address, or personal assets of a person who has been the victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, <u>upon written request by the victim, which must include official verification that an applicable crime has occurred</u>. Such information shall cease to be exempt 5 years after the receipt of the written request. Any state or federal agency that is authorized to have access to such documents by any provision of law shall be granted such access in the furtherance of such agency's statutory duties, notwithstanding this section." (119.071(2)(j)(1), *emphasis added)*

c. As otherwise protected by federal and state privacy protection laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPPA).

d. Unless it is found that an Employee or an Employee's designee has provided False Information:

i. Leon County will maintain the confidentiality of an Employee's disclosure regarding Violence to the extent permitted by law, unless to do so may result in physical harm to any person within the Workplace and/or jeopardize safety within the Workplace, or unless disclosure is requested or consented to in writing by the Employee, or unless disclosure is deemed necessary to evaluate potential threats and risk and threat response and risk management options, or to assess or plan for Employee's leave from work, safety accommodation alternative(s), alternative to discipline, or other Workplace assistance under consideration or planning.

ii. When information must be disclosed to protect the safety of individuals within the Workplace, to comply with the law, or for other reasons deemed appropriate, as described in *Subsection 6(d)(i)* above, Leon County will limit the breadth and content of such disclosure to information reasonably necessary for such purposes.

iii. Leon County will make every reasonable effort to:

1. Provide advance notice to the Employee who disclosed information, if the disclosure must be shared with other parties in order to maintain safety in the Workplace or elsewhere or for other reasons deemed appropriate,
2. Provide the Employee with the name and title of the person to whom Leon County intends to share the Employee's statements, and
3. Explain the necessity and purpose regarding said disclosure.

7. Nondiscrimination and Non-Retaliation

a. Leon County will not discriminate in hiring, staffing, or other terms and conditions of employment against any Employee for disclosing his or her status as a Victim or Survivor of Violence or for submitting a complaint or disclosing concerns about Violence to Leon County in good faith.

b. Leon County will not retaliate or take adverse employment actions against any Employee for submitting, in good faith, a complaint pursuant to this Policy, for disclosing his or her status as a Victim or Survivor, or for actions of Violence perpetrated by another against an Employee that occur in or otherwise impact the Workplace.

c. Consistent with Section 741.313(5)(a), Florida Statutes (2012, as may be amended), Leon County will not interfere with, restrain, or deny the exercise of any attempt by an Employee to exercise any right provided under this Policy.

d. Consistent with Section 741.313(5)(b), Florida Statutes (2012, as may be amended), Leon County will not discharge, demote, suspend, retaliate, or in any other manner discriminate against an Employee for exercising his or her rights under this Policy.

8. Leave from Work With Leon County and Other Workplace Assistance for Victims and Survivors of Violence

a. Consistent with Policy No. 03-12, "Violence Prevention and Intervention", Employees who are a Victim of Violence with an Injunction for Protection or other court-ordered protective/restraining order issued and in effect against another person (the "Respondent"), which orders the Respondent to stay away from the Workplace, are encouraged, but not required, to notify their County supervisor or the Point of Contact. Upon receipt of such Employee's notification, the Employee's supervisor should contact the HR Director or Leon County's Employee Engagement & Performance Manager and, if requested by the Employee, Leon County may take reasonable steps to ensure that the Workplace is reasonably safe, secure, and free from threats, intimidation, abusive behavior and physical violence.

b. Employees who are experiencing Violence that may impact their Workplace or their work performance are encouraged, but not required, to notify their supervisor or Point of Contact, so that Leon County may provide appropriate workplace assistance, referral to the Employee Assistance Program, referral to community resources, and enforce applicable exemptions from inspection or copying certain information that reveals information regarding the Employee, consistent with the provisions of Federal and State of Florida Law, as applicable.

Additionally, Employees who are a Victim or Survivor of Violence are encouraged, if they do not want Human Resources' assistance, to make a self-referral to the Employee Assistance Program. They will be provided information regarding counseling and intervention resources.

Information regarding the Employee Assistance Program will be provided in the handbook, referred to in *Section 10*.

c. Leave from Work.

i. Allowed Purposes for Leave from Work. At times, an Employee may need to be absent from their work with Leon County due to the Employee or an Employee's Family Member being a Victim or Survivor of Violence in order to:

1. Seek an Injunction for Protection to ensure the safety of the Employee or Employee's Family Member;
2. Obtain medical care or mental health counseling, or both, for the Employee or Employee's Family Member to address physical or psychological injuries resulting from the act of Violence;
3. Obtain services, for the Employee or Employee's Family Member, from a victim services organization, including but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of Violence;
4. Make the Employee's or Employee's Family Member's home secure from the Perpetrator or to seek new housing for the Employee or Employee's Family Member to escape the Perpetrator;
5. Seek legal assistance, for the Employee or Employee's Family Member, in addressing issues arising from being the Victim or Survivor of the act of Violence, or to attend and prepare for court-related proceedings arising from the Employee or Employee's Family Member being the Victim or Survivor of the act of Violence; or
6. Participate in safety planning to increase the safety of the Employee or Employee's Family Member from future Violence or to ensure economic security.

ii. Verification of the Need for Leave. Leon County may grant an Employee leave from the Employee's work with Leon County based on the Employee's statement that he or she is a Victim or Survivor of Violence, or Employee's Family Member is a Victim or Survivor of Violence, and that the requested leave relates to that Violence and is for one or more of the purposes described in *Subsection (8)(c)(i)* above; however, Leon County reserves the right to require, through the Point of Contact, an Employee to verify any or all of the following consistent with *Subsection 8(f)* below:

1. That the Employee or the Employee's Family Member is a Victim or Survivor of Violence.
2. The Employee's familial status with the claimed Family Member.
3. That the leave is taken for one of the purposes described in *Subsection 8(c)(i)* above.

iii. Term and Classification of Leave. Subject to *Subsections 8(c)(i) and 8(c)(ii) above, and 8(f)* below:

1. An Employee who is a Victim or Survivor of Violence, or who has a Family Member who is a Victim or Survivor of Violence, will be permitted to:

a. Request and take up to three working days of leave from their work with Leon County in any 12-month period for the purposes identified in Subsection 8(c)(i) above (the "Base Leave."). This leave may be taken intermittently or on a reduced work schedule.

b. Request and take working hours of leave, in addition to the Base Leave described above, for the purposes of attending court proceedings related to Employee or Employee's Family Member being a Victim or Survivor of Violence, including obtaining an Injunction for Protection and appearing as a witness in civil and criminal cases where either the Employee or Employee's Family Member is a Victim or Survivor of Violence (the "Additional Court Proceedings Leave").

2. Family and Medical Leave Act (FMLA). In accordance with the provisions of the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.) (FMLA), an Employee is entitled to up to 12 weeks of unpaid leave under FMLA if Violence results in a serious health condition for the Employee that makes the Employee unable to perform the essential functions of his or her position. FMLA leave can also be used to care for a spouse, son or daughter (under 18 or over 18 but incapable of self-care because of a mental or physical disability) or a parent of the Employee with a serious health condition as a result of Violence. Available, allowable paid leave may be substituted for unpaid leave under FMLA. Employees are encouraged to contact the Point of Contact for further information.

3. Whether extended periods of leave from Employee's work with Leon County will be permitted for one or more of the purposes identified in *Subsection 8(c)(i)* above, beyond the Base Leave and Additional Court Proceedings Leave as described in *Subsection 8(c)(iii)(1)* above, will be determined through collaboration with: (a) the Employee, (b) supervisor and/or division/department management, and (c) the Point of Contact or other representative of Human Resources.

4. All leave taken under this Policy may be with or without pay; however:

   a. Employees must exhaust the use of available, accrued Personal Days, Annual Leave, Sick Leave if applicable, and Compensatory Leave, as defined in the *HR Policies*, before going into an unpaid leave status;
   b. Administrative Leave may be granted for certain court appearances, not involving personal litigation, in accordance with *Section 7.19, HR Policies*; and
   c. When determining leave options, Employees, supervisors and division/department managers are encouraged to first explore whether paid options can be arranged that will help the Employee cope with a Violence situation without having to take a formal unpaid leave of absence, as provided for herein.

iv. Notice.

1. An Employee seeking leave from work with Leon County under this *Section 8* must provide appropriate advance notice to Leon County of the leave as required by *HR Policies*, unless such Employee cannot provide advance notice because of an emergency or unforeseen circumstance related to Violence.

2. When an Employee seeking leave from work with Leon County under this *Section 8* cannot provide advance notice, due to circumstances described in *Subsection 8(c)(iv)(1)* above, Leon County will not take action against the Employee if:

   a. The Employee or the Employee's designee gives notice by the end of the first day the Employee takes leave; and

b. Upon the request of Leon County, and within a reasonable period after the absence, Employee or Employee's designee provides Leon County certification and/or verification as described in *Subsection 8(f)* below.

v. Other Limitations. The provisions contained herein do not create a right for an Employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by FMLA or as allowed by *HR Policies*.

d. Reasonable Safety Accommodation.

i. Reasonable Safety Accommodations. Leon County encourages Employees who are experiencing Violence or the threat of Violence to contact the Point of Contact to help identify Reasonable Safety Accommodations. The intent of Reasonable Safety Accommodations is to minimize the risk of harm to the individual Employee and others at the Workplace, and to better enable an Employee to more safely continue to be employed by and work for Leon County. The Point of Contact has full authority to assess, develop, implement, and modify Reasonable Safety Accommodations, utilizing whatever combination of County and/or external personnel they deem appropriate for a particular circumstance.

Subject to *Subsections 8(d)(ii)* (regarding verification) and *8(d)(iii)* (regarding undue hardship), Reasonable Safety Accommodations may include, but not be limited to:

1. A temporary or permanent transfer, assignment or modified work schedule;
2. Paid or unpaid leave from work;
3. Change to work telephone number;
4. Change of work station, or Workplace relocation;
5. Installation of a lock, additional or heightened security, or any other adjustment to a Workplace;
6. Change in office procedures or work requirements;
7. Relocation of the Employee's parking location;
8. Assistance with other Workplace safety measures, such as dealing with telephone, internet or mail harassment, and planning what to do if the Perpetrator comes to the Workplace; and
9. Reasonable use of County-owned phones, County Computer Systems, and County e-mail and Internet systems for safety planning, to conduct research or seek assistance regarding the Violence that they are experiencing.

ii. Verification of the Need for Reasonable Safety Accommodations. Leon County may grant an Employee a Reasonable Safety Accommodation based on the Employee's statement that he or she is a Victim or Survivor of Violence and in need of such accommodation; however, Leon County reserves the right to require, through the Point of Contact, that the Employee provide certification that the Employee is a Victim or Survivor of Violence, and to require the receipt of such certification prior to granting the Employee a Reasonable Safety Accommodation, consistent with *Subsection 8(f)* below.

iii. Determination of Undue Hardship. Subject to *Subsections 8(d)(ii) above and 8(f) below*, Leon County will grant Employee's request for Reasonable Safety Accommodations unless it would impose an undue hardship on Leon County. An undue hardship is something that would cause significant difficulty or expense for Leon County. In determining whether something would cause a significant difficulty or expense, many factors may be considered, including but not limited to:

1. The nature and cost of the accommodation requested or being considered.
2. The size of the division and office in which the Employee works.
3. The overall financial resources of the division and office in which the Employee works; the number of persons employed at such division and office; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of such facility or division or upon other Leon County operations.
4. The impact of such accommodation on the duties and responsibilities that the Employee performs.
5. The availability of alternate facilities wherein the Employee may perform their work, the geographic separateness, and administrative and/or fiscal impact.
6. The skills set of the Employee and the needs of the job.
7. The availability of a vacant position.

If the request would impose an undue hardship on Leon County, Leon County need not provide the accommodation. In this case, Leon County may work with the Employee to determine if there are other less burdensome methods of achieving the Employee's safety goal. Leon County's focus with respect to Reasonable Safety Accommodations will, at all times, consider and strive to support Employee and Workplace safety.

iv. Other safety measures an Employee may want to consider taking may include, but not be limited to, the Employee:

1. Obtaining a cellular phone and keeping it with them at all times;
2. Obtaining an Injunction for Protection and ensuring that such orders remain current and in their personal possession at all times;
3. Providing Leon County a copy of the Injunction for Protection;
4. Providing Leon County a picture of the Perpetrator, so that copies may be distributed within the Workplace and to security, if available, to aid in identifying the Perpetrator should he or she appear in the Workplace;
5. Identifying an emergency contact person if Leon County is unable to contact the Employee;
6. Preparing an emergency escape kit and keeping it in a safe location; and
7. Registering with the Address Confidentiality Program, through the State of Florida's Office of the Attorney General, for a substitute mailing address for relocated Victims, to receive cost-free, secure mail forwarding.

e. Alternative to Discipline – Disciplinary Action Held in Abeyance.

i. Leon County recognizes that Violence can adversely affect the well-being and productivity of Employees who are Victims or Survivors of Violence, and that the effects of Violence may include increased absenteeism and reduced productivity in the Workplace. Employees who are aware that Violence is negatively impacting their work performance, and supervisors and division/department management who suspect that Violence is negatively impacting an Employee's work performance, should promptly contact the Point of Contact.

ii. In cases in which it is identified that an Employee's work performance difficulties are a result of being a Victim of Violence:

1. Said Employee will be afforded all of the proactive measures outlined in this Policy in an effort to facilitate the Employee's ability to be successful at work;
2. If a disciplinary process is initiated against said Employee, special care will be taken to consider all aspects of the victimized Employee's situation, and available options in trying to resolve the performance problems will be considered and pursued if deemed reasonable, including making a referral to the Employee Assistance Program and consideration of holding an Employee's intended Disciplinary Action in abeyance; and
3. Said Employee will be provided clear information about performance expectations, priorities, and performance appraisal.

The efforts outlined above will be coordinated through the Point of Contact.

iii. Leon County may hold an Employee's intended Disciplinary Action in abeyance, for a period of time as agreed to by the Point of Contact, and the Employee's Division or Office Director, as applicable to the Employee's work location, with periodic review periods, when all of the following conditions are met:

1. The Employee is not in a probationary or suspended status as described in the *HR Policies;*
2. The Employee is a Victim or Survivor of Violence;
3. There is a Nexus between the Employee's problem conduct, which is leading to the intended Disciplinary Action, and their being a Victim or Survivor of Violence; and
4. The Employee conveys their desire to improve their work performance.

iv. An Employee, who is a Victim or Survivor of Violence, and not in a probationary or suspended status, may request the assistance of Human Resources by contacting the Point of Contact, at any time during disciplinary proceedings. Contact names and information will be included in the handbook referenced in *Section 10*.

v. When an Employee, who is not in a probationary or suspended status, is subject to Disciplinary Action, and such Employee confides to his or her supervisor or division/department management that he or she is a Victim or Survivor of Violence, the Employee's supervisor, or division/department management, will contact the Point of Contact.

vi. Upon the occurrence of *Subsection 8(e)(iv) or 8(e)(v)* above, the Employee's supervisor and/or division/department management and Point of Contact will meet together with the Employee to determine:

1. Whether there is a Nexus between the problem conduct and the Violence, and
2. Whether, subject to *Subsection 8(e)(iii) above*, Disciplinary Action may be held in a Period of Abeyance, for a period of time as agreed to by the Point of Contact, and the Employee's Division or Office Director, as applicable to the Employee's work location, with periodic review periods.

vii. During the Period of Abeyance, the identification of certain Reasonable Safety Accommodations may be developed with the intention of accommodating or mitigating the effects of the Violence at the Workplace (as described in *Subsection 8(d)* above).

viii. The matter will be periodically reviewed during the Period of Abeyance and a determination will be made as to whether there has been an improvement in the Employee's work performance, attendance or other problem which came to the attention of the supervisor.

ix. If the problem conduct has satisfactorily improved prior to the end of the Period of Abeyance, all related disciplinary memoranda will be removed from the Employee's personnel file and retained in a separate file retained by Human Resources.

x. Subject to *Subsection 8(e)(x)(1) and 8(e)(x)(2)* below, if within the Period of Abeyance the Employee demonstrates a lack of improvement or deterioration in his or her work performance, attendance or other problem area, the supervisor and/or division/department management, will meet with the Employee and the Point of Contact before Leon County undertakes disciplinary action, however:

1. Disciplinary action may be taken prior to consulting the Point of Contact when there is an imminent safety concern within the Workplace related to an action of the Employee, including but not limited to the following: the exhibition of threatening behavior which places Employees or other citizens in fear for their safety, brandishing or use of a weapon to create fear or intimidation, or engagement in other violent behavior as described in Policy No. 03-12, "Violence Prevention and Intervention"; and
2. If disciplinary action is taken without prior consultation with the Point of Contact, in accordance with *Subsection 8(e)(x)(1)* above, the supervisor or division/department management will notify the Point of Contact as soon as possible thereafter.

xi. The Period of Abeyance may be adjusted or ended, at any time, with the Point of Contact's concurrence.

xii. Leon County may hold a Disciplinary Action in abeyance based on the Employee's statement that he or she is a Victim or Survivor of Violence and Employee's description of the Nexus between the Violence the Employee is experiencing and the Employee's problematic behavior at the Workplace; however, Leon County reserves the right to require, through the Point of Contact, the Employee provide certification that the Employee is a Victim or Survivor of Violence, and to require the receipt of such certification prior to granting a Period of Abeyance, consistent with *Subsection 8(f)* below.

xiii. Leon County has the right not to hold the Disciplinary Action in abeyance, for any reason or without reason.

f. Certification of the Need for Leave, Reasonable Safety Accommodation, Alternative to Discipline, or Other Workplace Assistance.

i. In general. Leon County may grant an Employee leave, Reasonable Safety Accommodation, alternative to discipline, or other workplace assistance, based on the Employee's statements; however, Leon County reserves the right to require, through the Point of Contact, the Employee to:

1. Provide certification to Leon County that the Employee or Employee's Family Member is a Victim or Survivor of Violence; and
2. Provide certification to Leon County that leave taken or requested, if applicable, is for one of the purposes enumerated in *Subsection 8(c)(i)* above; and
3. Provide verification to Leon County of Employee's Family Member's familial status to the Employee, as described in *Subsection 8(f)(ii)* below, or by another type of documentation accepted by Leon County as sufficient for this purpose.

Upon Leon County's request, made through the Point of Contact, Employee or Employee's designee shall provide such certification and/or verification to Leon County in a timely manner.

ii. Contents. An Employee may satisfy the certification and/or verification requirement of *Subsection 8(f)(i)* above by providing to Leon County one of the following which documents which supports such claim to the satisfaction of Leon County for this purpose:

1. Documentation from a Law Enforcement Officer or the courts, such as a police report or an Injunction for Protection, a letter or other document from an attorney, counselor, domestic violence or sexual assault victim service provider, health care professional, or clergy member; or
2. Corroborating evidence Leon County deems sufficient; or
3. A written statement from the Employee.

g. Additional Limits on Leave, Reasonable Safety Accommodation, Alternative to Discipline, and Other Workplace Assistance. Consistent with Section 741.313(5)(c), Florida Statutes (2012, as may be amended):

i. An Employee entitled to or granted leave, Reasonable Safety Accommodation, alternative to discipline, or other workplace assistance under this Policy, has no greater rights to continued employment with Leon County or to other benefits and conditions of employment with Leon County than if the Employee was not entitled to or granted leave, Reasonable Safety Accommodation, or other workplace assistance under this Policy.

ii. This Policy does not limit Leon County's right to discipline or terminate any Employee for any reason, including but not limited to, reductions in work force or termination for cause or for no reason at all, other than exercising his or her rights under this Policy.

9. Employees in the Same Workplace. If both the Victim or Survivor of Violence and the Perpetrator are Employees working in the same Workplace, they should be separated while at work. In such circumstance, both Employees are encouraged to contact the Point of Contact so that Leon County may evaluate options to maintain safety in the Workplace. Additionally, refer to Section 5 regarding notification requirements.

With the concurrence of the Point of Contact, a directive to avoid contact in the form of a Memorandum of Instruction may be given to the Perpetrator by his or her supervisor or division/department management. The Memorandum of Instruction will outline the Perpetrator's obligation to avoid contact and communication with the Victim while at the Workplace, while still performing the functions of his or her position. The Victim shall be given a copy of the Memorandum of Instruction, so as to avoid contact and communication with the Perpetrator while at the Workplace. Further, both Employees may be reminded of their opportunity to use the services of the Employee Assistance Program.

10. **Handbook.** General information to enforce and support this Policy, and to raise Employee awareness regarding Violence, how it affects the Workplace, how to plan for safety, and community resources, will be set forth in a handbook, developed and maintained by Human Resources in cooperation with other Leon County offices, and approved by the County Administrator. The Point of Contact and information regarding the Employee Assistance Program will be identified in the handbook.

11. **Early Intervention and Education Prevention Strategies**. It is the policy of Leon County to use early prevention strategies in order to avoid or minimize the occurrence and effects of Violence in the Workplace, and to assist Victims, Survivors and Perpetrators of Violence to identify resources that may be of assistance.

    a. Communication of Policy and Training. Human Resources will be responsible for developing a training and education plan for Leon County Employees. Each Leon County office will be responsible for ensuring that their Employees are made aware of these Policy provisions through the following means:

        i. Access to and posting of the Policy, or reference to the Policy on the County's Internet, on common area bulletin boards, and in other locations of high visibility.
        ii. Participation in formal training on the Policy.
        iii. Informal managerial/supervisory work site orientations.
        iv. Inclusion in new employee orientation materials.
        v. Demonstrated office and departmental support and compliance with Policy provisions.

    b. Referrals to Community Resources. Human Resource will be responsible for developing and maintaining, in cooperation with other Leon County offices, a list of resources available within the local area for Victims and Survivors of Violence, as well as for Perpetrators of Violence, and for disseminating that information to Employees through means that include, but that are not necessarily limited to, the Leon County Intranet. The process for making referrals to such resources will be included in the handbook referenced in *Section 10*.

12. **Reporting.**

    a. All Leon County Employees are responsible for immediately notifying their supervisors, division or department management, following the chain of command, of any actual, potential, or suspected behaviors of Violence <u>which occur in the Workplace</u> that they have witnessed, been the Victim of, or have knowledge of.

i. Factual information on behaviors observed, the nature and type of behaviors of Violence, any observed or potential weapons, person(s) involved, time, locations, witness information, and any other relevant information should be reported through the Employee's chain of command and in accordance with Policy No. 03-12, "Violence Prevention and Intervention" and related procedures. Employees should report the threat to their immediate supervisor or another member of management.

ii. Upon being notified of actual or potential acts of behaviors of Violence, supervisors and managers will immediately notify Human Resources to ensure that the matter is evaluated, appropriate disciplinary action is initiated, and any potential Victim(s) receive appropriate assistance regarding their safety, security, referral to counseling and if necessary, other referrals.

b. All Leon County Employees are encouraged to contact the Point of Contact if they suspect a fellow Employee may be a Victim or Perpetrator of Violence.

c. All occurrences of Violence that involve Employees will be taken seriously, and situations of imminent danger should be reported directly to law enforcement.

13. False Reporting. Any Employee who knowingly provides False Information, or information which falsely accuses another Employee, vendor/contractor, or job applicant of a behavior of Violence, or provides information which is non-factual in an investigation or inquiry involving a behavior of Violence, or maliciously spreads or conveys false information to others regarding such incidents, is subject to disciplinary action up to and including termination from employment.

14. Situations Involving Perpetrators in the Workplace Who Are Not Employees – Including Contractor's Employees.

a. When any individual in a County Workplace or other County property, who is not a County Employee, exhibits threatening behavior which places Employees or other citizens in fear for their safety, brandishes or utilizes a weapon to create fear or intimidation, or engages in a behavior of Violence , the appropriate law enforcement agency will immediately be notified. Leon County may take whatever legal action is appropriate and necessary to prosecute such person(s) and ensure that they are not permitted back in the facility or other County property where the violation occurred. Perpetrators may be removed from the Workplace or other County property and may be subject to arrest and/or criminal prosecution.

b. The Workplace may also include contractor employees of vendors. Such personnel are not Leon County Employees. An Employee's concerns regarding the conduct of contractor employees should promptly be brought to the attention of the Point of Contact. The Point of Contact will then contact the relevant contracting officer, or a member of the contracting officer's chain of command, for an assessment of the appropriate response measures and corrective actions to take. Leon County may request that the relevant contractor take corrective action proportionate to a contractor's Employee's offense of Violence or threat of Violence. Leon County may take additional corrective actions proportionate to the contractor's Employee's offense, and Contractor's corrective actions. Prior to taking any action that may impact an existing contract, the contracting officer is strongly encouraged to contact, through their chain of command as appropriate, the County Attorney's Office and the Leon County Purchasing Director for advice and guidance.

15. Reasonable Effort.

a. Leon County shall make every reasonable effort to exercise reasonable diligence and care by utilizing available services related to meeting the needs of the Victims and Survivors of Violence. In determining reasonable efforts to be made and in making such reasonable efforts, the Victims and Survivors of Violence present and ongoing safety shall be given the utmost consideration. However, the needs of the Victims and Survivors of Violence cannot outweigh the needs of the County, the Workplace, the safety of other County Employees, or public safety.

b. The adoption of this policy does not create a contractual relationship between the County and any Employee, or any other person. This policy is for procedural and reference purposes only and is not intended to give legal or professional advice.

c. Additionally, while the County will make all reasonable efforts to enforce this policy, the County shall not be liable for failing to meet all the needs and Safety Accommodations of Victims and Survivors of Violence, or other employees in the Workplace.

PROPOSED REVISIONS TO:

(a) LEON COUNTY PERSONNEL POLICIES AND PROCEDURES, SECTION II "EMPLOYEE CONDUCT",
(b) POLICY NO. 01-01, "E-MAIL/INTERNET USE", AND
(c) POLICY NO. 03-12, "VIOLENCE PREVENTION AND INTERVENTION"

(Changes are presented in strike through, underline format)

(a) PROPOSED REVISIONS TO LEON COUNTY PERSONNEL POLICIES AND PROCEDURES, SECTION II, "EMPLOYEE CONDUCT"

1. **New Section 2.09.5, "Use of Telephones, E-Mail and Internet by Employees Who are Victims of Domestic Violence"**

   Employees who are victims or survivors of Domestic Violence, Sexual Violence or Stalking, as defined in Policy No. 13-2, "Domestic Violence, Sexual Violence and Stalking in the Workplace", may reasonably utilize County-owned phones, County Computer Systems, and County E-Mail and Internet systems for safety planning, to conduct research or seek assistance regarding the violence they are experiencing. Such access is permitted to enable employees to use safe phone and computer systems that cannot be monitored or accessed by their abuser. If the employee's work area does not provide privacy, employees may ask Leon County's Employee Engagement & Performance Manager to coordinate the use of a private area for such purposes.

2. **Revisions to Section 2.16, "Self Reporting of Arrests/Investigations, and Injunctions of Protection"**

   A. In the event of an arrest of a County employee or when an employee has been notified that they are the focus of a criminal investigation by a local, state or federal law enforcement agency, the following shall apply:
      ~~A.~~ 1. It shall be the responsibility of the employee to notify his/her immediate supervisor of the arrest/investigation as soon as possible, but no later than at the commencement of the employee's next scheduled work day.
      ~~B.~~ 2. Upon being notified by the employee of the arrest/investigation, the supervisor or other member of management shall notify the director of human resources of the arrest/investigation.
      ~~C.~~ 3. Failure on the part of a County employee to notify his/her supervisor of an arrest/investigation may result in disciplinary action up to and including termination of employment.

   B. Employer Notification – Injunction for Protection. An Employee who is a Respondent to an Injunction for Protection ("Employee/Respondent") shall notify his/her supervisor of such Injunction for Protection as soon as possible, but no later than at the commencement of the Employee's next scheduled work day, if any of the following applies:

      1. If the Petitioner for such Injunction for Protection is an Employee with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Leon County work-related duties; or
      2. If the Petitioner for such Injunction for Protection is another person with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Leon County work-related duties; or

3. If the Employee/Respondent used any Leon County resources in any of the conduct which gave rise to the Injunction for Protection, as contained in the court records for such Injunction for Protection.

Upon receipt of notification, the supervisor will notify Leon County's Employee Engagement & Performance Manager, and the Human Resources Director will subsequently contact the County Attorney's office to discuss appropriate actions to be taken, if any.

As used in this section:

1. "Injunction for Protection" means a court-ordered restriction placed on an individual who has, or who has allegedly, committed acts or, in some cases, made threats of violence against another individual;
2. "Petitioner" means the person who is seeking or obtains an Injunction for Protection;
3. "Respondent" means the person who is alleged to have engaged in an act or acts of domestic violence, or another form of violence, and whom an Injunction for Protection may be or is issued against;
4. Leon County "resources" includes, but is not limited to, work time, Leon County vehicles, telephones, printers, copiers, FAX machines, mail, e-mail or other Leon County resources; and
5. "Contact" includes, but is not limited to, phone, e-mail, text, in person, third-party conduit, Internet or social network, and any other contact proscribed by the court in the Injunction for Protection.

(b) PROPOSED REVISIONS TO POLICY NO. 01-01, "E-MAIL/INTERNET USE"

IV. Permissible Uses

E-mail and the Internet, as referenced in Section I, are to be used primarily to facilitate County or Constitutional Officer business. However, not all personal use of e-mail and the Internet is forbidden. Reasonable personal use is permitted consistent with the provisions of this Section. Non-County/Constitutional Officer business related e-mail and Internet usage is permitted, provided such use is brief, does not interfere with work, does not subject the County to any additional costs, and is otherwise consistent with requirements set forth in this Policy. With prior permission of his or her supervisor, an employee is permitted to briefly visit non-inappropriate Internet sites during non-work time; such as, break, lunch, and before or after work hours.

Additionally, employees who are victims or survivors of Domestic Violence, Sexual Violence or Stalking, as defined in Policy No. 13-2, "Domestic Violence, Sexual Violence and Stalking in the Workplace", may reasonably utilize County-owned phones, County Computer Systems, and County e-mail and Internet systems for safety planning, to conduct research or seek assistance regarding the violence they are experiencing. Such access is permitted to enable employees to use safe phone and computer systems that cannot be monitored or accessed by their abuser. If the employee's work area does not provide privacy, employees may ask Leon County's Employee Engagement & Performance Manager to coordinate the use of a private area for such purposes.

(c) PROPOSED REVISIONS TO POLICY NO. 03-12, "VIOLENCE PREVENTION AND INTERVENTION", Section 00.09 PROTECTIVE/RESTRAINING ORDERS

A. With the exception of Injunctions for Protection described in Section 00.09(C) below, ~~P~~protective/restraining orders are not required reporting issues and the County assumes no responsibility for the enforcement of a restraining order.

B. County employees with an Injunction for Protection or other court-ordered protective/restraining order issued and in effect against another person (the "Respondent"), which orders the Respondent to stay away from the workplace, are encouraged, but not required, to notify their County supervisor or Leon County's Employee Engagement & Performance Manager. Upon receipt of such employee's notification, the employee's supervisor should contact the Human Resources Director or Leon County's Employee Engagement & Performance Manager and, if requested by the employee, Leon County may take reasonable steps to ensure that the workplace is reasonably safe, secure, and free from threats, intimidation, abusive behavior and physical violence.

C. A County employee who is a Respondent to an Injunction for Protection ("Employee/Respondent") shall notify his/her supervisor of such Injunction for Protection as soon as possible, but no later than at the commencement of the Employee's next scheduled work day, if any of the following applies:

1. If the Petitioner for such Injunction for Protection is an Employee with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Leon County work-related duties; or
2. If the Petitioner for such Injunction for Protection is another person with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Leon County work-related duties; or
3. If the Employee/Respondent used any Leon County resources in any of the conduct which gave rise to the Injunction for Protection, as contained in the court records for such Injunction for Protection.

Upon receipt of notification, the supervisor will notify Leon County's Employee Engagement & Performance Manager, and the Human Resources Director will subsequently contact the County Attorney's office to discuss appropriate actions to be taken, if any.

D. As used in this section:

1. "Injunction for Protection" means a court-ordered restriction placed on an individual who has, or who has allegedly, committed acts or, in some cases, made threats of violence against another individual;
2. "Petitioner" means the person who is seeking or obtains an Injunction for Protection;
3. "Respondent" means the person who is alleged to have engaged in an act or acts of domestic violence, or another form of violence, and whom an Injunction for Protection may be or is issued against;
4. Leon County "resources" includes, but is not limited to, work time, Leon County vehicles, telephones, printers, copiers, FAX machines, mail, e-mail or other Leon County resources; and
5. "Contact" includes, but is not limited to, phone, e-mail, text, in person, third-party conduit, Internet or social network, and any other contact proscribed by the court in the Injunction for Protection.

Leon County
Board of County Commissioners

Notes for Agenda Item #20

Leon County
Board of County Commissioners

Cover Sheet for Agenda #20

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of the Lease Agreement with Capital Region Young Men's Christian Association, Inc. at Lake Jackson Town Center at Huntington

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

Fiscal Impact:

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

Staff Recommendation:

Option 1: Authorize the Lease Agreement with the Capital Region Young Men's Christian Association, Inc. at Lake Jackson Town Center at Huntington be converted to a month-to-month lease; authorize the marketing of the space during this time; and, authorize that, in exchange for the month-to-month and voluntarily surrendering possession of the premises, any past due rental payments will be forgiven.

Report and Discussion

Background:

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

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

Analysis:

On May 29, 2013, staff met with the YMCA Chief Executive Officer to negotiate repayment of all past due rent to continue to occupy the space. On July 15, 2013, after several weeks of negotiations, a lease proposal was received from the YMCA (Attachment # 3). This proposal included five specific points; following each point is staff's response and counter proposal that was provided to the YMCA (Attachment #4).

1. The YMCA offered to pay 50% of normal rent for six months through September 2013, as granted by the Board during the May 14, 2013 regular Board meeting.

   Staff response: Given the YMCA's history of non-payment and delinquency on the large majority of rental payments under the existing agreement, staff is not supportive of any further rent reductions.

2. The YMCA offered to resume 100% rent payments starting in October 2013 with a re-negotiated lease agreement.

   Staff response: Staff concurs with this proposal
   .

3. The YMCA requested that the normal rent for June and July of 2013 be forgiven due to revenue and safety limitations imposed by the repairs & reconstruction of the parking lot in front of their suite.

   Staff Response: Staff reviewed this request and does not agree with the YMCA's assessment. The YMCA parking capacity was not reduced by the County's construction activities; patrons may have had to walk further, but parking has been available throughout construction. The County notified all tenants prior to construction to notify the County if any problems were experienced during construction. The County had not received any complaints from the YMCA or its members prior to the July 15, 2013 rent reduction proposal.

4. The YMCA requested negotiating further debt forgiveness on outstanding rent through administrative processes.

   Staff response: Staff is unable to provide any specific reductions for debt forgiveness outside of any formal adjustment to the Lease Agreement.

5. The YMCA offered to repay any outstanding balance remaining after negotiations are completed with a $500 per month payment, in addition to the normal rent schedule established at the conclusion of lease re-negotiations

   Staff response: Under this proposal, it would take the YMCA approximately 120 months (or 10 years) to repay all of the currently outstanding debt assuming no additional deficiencies occur in the future. Staff proposed that the outstanding debt be addressed by the conclusion of the existing 36-month initial term.

After discussing the County's counter proposal, the YMCA determined that they could not agree to the proposed terms. It was expressed to staff that the YMCA could not afford to execute any agreement without any additional past due rent forgiveness. Additional discussions with the YMCA have indicated a willingness to consider a month-to-month lease arrangement in connection with lease forgiveness. This would allow the County to market the property while retaining a valuable tenant.

Staff fully understands that the YMCA offers a valuable service to the community and, unfortunately, has experienced financial stress over the past several years. The County fully recognized the YMCA's financial condition and acknowledged the benefit of the YMCA being located at the center when it originally entered into a rental agreement that was 60% less than the current market conditions warranted.

There are a number of options available to the Board as it relates to the YMCA and its continued tenancy at the plaza:

1. The lease could be converted to a month-to-month, the property marketed for a new tenant and any past due rental payments owed by the YMCA be waived at the point in time a new tenant is placed in the space.
2. The County could terminate the lease with the YMCA and waive any past due rental payments as part of the termination process.
3. The County could accept the terms offered by the YMCA in its July 15, 2013 memorandum and authorize staff to modify the lease accordingly.
4. The County could terminate the lease with the YMCA and pursue repayment of all past due rent pursuant to the terms of the lease agreement.

The County has made a significant investment in the Lake Jackson Town Center at Huntington to provide a true sense of place for the community. Staff has started to see an increase in activity related to the renting of space in the center. Although the YMCA has been a long-standing tenant and does provide a service to a number of the residents in the community, it does not appear that the YMCA has the financial ability to fulfill its obligations to the County. However, given the long-term relationship between the County and the YMCA, staff would recommend that if the Lease Agreement were terminated or converted to a month-to-month, that any and all outstanding past due rental payments by forgiven by the County.

Options:

1. Authorize the Lease Agreement with the Capital Region Young Men's Christian Association, Inc. at Lake Jackson Town Center at Huntington be converted to a month-to-month lease; authorize the marketing of the space during this time; and, authorize that, in exchange for the month-to-month and voluntarily surrendering possession of the premises, any past due rental payments will be forgiven.
2. Authorize the termination of the Lease Agreement with the Capital Region Young Men's Christian Association, Inc., at Lake Jackson Town Center at Huntington for non-payment of rent, and require the YMCA to voluntarily surrender possession of the Premises in exchange for forgiveness of any past due rental payments, as part of the termination process.
3. Accept the Capital Region Young Men's Christian Association, Inc. lease proposal, dated July 15, 2013 (Attachment # 3), and instruct staff to complete a re-negotiated lease agreement with the new terms.
4. Authorize the termination of the Lease Agreement with the Capital Region Young Men's Christian Association, Inc., at Lake Jackson Town Center at Huntington for Non-payment of rent, require the YMCA to surrender possession of the Premises, and proceed with the default remedies as appropriate as set forth in Article 10 in the Lease Agreement.
5. Board direction.

Recommendation:
Option #1.

Attachments:
1. Capital Region Young Men's Christian Association, Inc. Lease
2. Agenda Item # 13 from the May 14, 2013 regular Board meeting
3. Letter date July 15, 2013 of YMCA's Lease Proposal
4. Letter date July 23, 2013 of Leon County's counter proposal

VSL/AR/TB/SC/gs

HUNTINGTON OAKS PLAZA
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of this 3rd day of July, 2012, by and between **LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, ("Landlord") and **CAPITAL REGION YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida not-for-profit corporation** ("Tenant").

WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

Article 1.
Effective Date; Premises; Term

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

1.2. PREMISES.

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

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

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

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

1.2.1.4. "Net Rentable Area" means the area within the Premises measured from the inside surface of the outer glass, finished column or exterior wall enclosing the Premises to the inside surface of the opposite outer glass, finished column or exterior wall, or to the mid-point of the demising walls separating the Premises from Common Areas (as defined below) and from areas leased to, or held for lease to, other tenants.

1.2.2. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Lease (and notwithstanding any provisions of this Lease

to the contrary), shall be deemed to be comprised of Eight Thousand One Hundred (8,100) square feet of Net Rentable Area. Except in the event of an emergency, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

1.3. PROPERTY MANAGER. As of the Effective Date of this Lease, the management services for Huntington Oaks are provided by the Leon County Facilities Management Division, 1907 South Monroe Street, Tallahassee, FL 32301 (the "Property Manager"). Landlord, at its discretion, may retain the management services of other companies during the term of this Lease, or may provide management services through its own employees.

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

1.5. LEASE TERM. The term of this Lease (the "Term") shall be for three (3) years. The Term shall commence on June 1, 2012 (the "Commencement Date").

1.6. EARLY TERMINATION OPTION. Tenant shall have the option, with no penalty or fee, to reduce the length of the initial Term or to no less than one (1) year ("Early Termination Option") subject to the following conditions:

1.6.1. Tenant shall deliver to Landlord, no later than one hundred twenty (120) days prior to the proposed date of early termination ("Early Termination Date"), written notification of its intention to exercise its Early Termination Option and the date on which Tenant proposes as the Early Termination Date; and

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

1.7. ACCEPTANCE OF PREMISES; DATE OF POSSESSION. Landlord and Tenant acknowledge and agree that, as of the Effective Date of this Lease, Tenant is in possession of the Premises pursuant to the Standard Commercial Lease Agreement dated July 6, 2006 between Tenant and Landlord's predecessor in interest, Huntington Oaks, Inc. (the "2006 Lease"). As such, Tenant has had the opportunity to inspect the mechanical, plumbing and electrical systems serving the Premises to ensure that said systems are in good working order prior to the Commencement Date of this Lease. Except as provided herein, or unless otherwise agreed upon in writing by the Parties, Tenant's continuation of its possession of the Premises after the Commencement Date of this Lease shall be conclusive evidence of Tenant's acceptance of the Premises in such as-is condition as of the Commencement Date, and acknowledgement that the Premises are in the condition called for hereunder and are suitable for the purposes for which the same are leased. Tenant further acknowledges that Landlord has made no warranties or representations as to either the condition or the suitability of the Premises in terms of the Permitted Use as specified in Section 4.1 below. With regard to any reference in this Lease to Tenant's date of possession of the Premises, such date of possession shall be deemed to be Tenant's original date of possession pursuant to the 2006 Lease.

1.8. PAST DUE RENT PAID IN FULL. Landlord and Tenant acknowledge and agree that, as of the Effective Date of this Lease, any and all past due rent has been paid by Tenant in full and that Tenant is current in its rent payments as a result of the Parties' satisfaction of the following stipulated conditions:

1.8.1. That prior to the Effective Date of this Lease, Tenant had past due rent arrearages in the amount of **Sixteen Thousand Two Hundred Five and 06/100 Dollars ($16,205.06)** including, but not limited to, payments for base rent, operating expenses, late fees, and principal and interest due Landlord ("Tenant Arrearages");

1.8.2. That, since the time of Landlord's purchase of Huntington Oaks and prior to the Effective Date of this Lease, Landlord mistakenly collected from Tenant certain overages for various common area maintenance (CAM) expenses in the amount of **Thirteen Thousand Nine Hundred Seventy-Seven and 56/100 Dollars ($13,977.56)** ("CAM Overages"), which CAM Overages shall be credited to Tenant to reduce the balance of Tenant Arrearages; and

1.8.3. That Tenant shall, upon or before the execution of this Lease, deliver to Landlord the remaining balance of Tenant Arrearages in the amount of **Two Thousand Two Hundred Twenty-Seven and 50/100 Dollars ($ 2,227.50)** and, upon Landlord's receipt of such remaining balance, Landlord thereby releases Tenant from any further claims for Tenant Arrearages occurring prior to the Effective Date of this Lease.

1.9. CONTINUATION OF TERM. The initial Term of this Lease may be continued at Tenant's option (hereinafter a "Continuation Period") for two (2) additional periods of three (3) years each (hereinafter identified individually as a "Continuation Period" and collectively as the "Continuation Periods"), subject to the following conditions:

1.9.1. Tenant shall deliver to Landlord, no later than one hundred eighty (180) days prior to the expiration of the initial Term and, if applicable, prior to the expiration of each successive Continuation Period, written notification of its desire to continue the initial Term and, if applicable, each successive Continuation Period (the "Continuation Notice:); provided in the event Tenant fails to deliver a Continuation Notice to Landlord within the above timeframe, Landlord shall notify Tenant in writing. Tenant shall have ten (10) days after receipt of said notice from Landlord to deliver a Continuation Notice to Landlord, and in the event Tenant does not deliver a Continuation Notice to Landlord within said ten (10) day period, Tenant shall be deemed to have waived its right to continue this Lease as stated herein;

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

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

1.9.4. the Monthly Full Service Rent Amount for the Continuation Periods shall be in accordance with the schedule provided in Section 2.2 below.

Article 2.
Full Service Rent; Additional Rent; Attainment of Membership Goals.

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

2.1.1. "Base Rent" means the rent amount payable for the use of the Premises, exclusive of Operating Expenses, as defined in Section 3.2 below, Sales and Use Tax, as defined in Section 2.3 below, and Additional Rent, as defined in Section 2.4 below.

2.1.2. "Full Service Rent" means the rent amount payable for the use of the Premises comprising the sum of the Base Rent amount and the Operating Expenses amount, but exclusive of Sales and Use Tax and Additional Rent.

2.1.3. "Rental Period" means a 12-month period, or any portion thereof, proposed for occupancy of the Premises.

2.1.4. "Months to Rent" means the number of months, between zero and twelve, proposed for rental of the Premises in any one Rental Period. In any multi-year proposals, the first rental period shall always be for a full 12 months.

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

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

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

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

2.1.9. "Rental Period Full Service Rent Amount" means the total proposed amount of Full Service Rent payable in any one Rental Period calculated by multiplying the Monthly Full Service Rent Amount by the Months to Rent.

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

2.1.11. "Building Standard Condition" means the condition of the Premises, less normal wear and tear, as good quality retail space within competing retail centers located in the Tallahassee area including, but not limited to, good quality tenant improvements including drywall and suspended acoustical ceilings, suspended acoustical ceiling light fixtures, ceiling supply and return air diffusers, gypsum drywall walls, upgraded carpet, wall finishes, solid core doors, door hardware, fire alarm system, heating, ventilation, and air conditioning system ("HV/AC"), electrical systems, and plumbing systems, in accordance with the architectural and engineering plans and specifications utilized to complete such tenant improvements.

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

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

2.1.14. "Membership Unit" means the unit of measure used by Tenant in determining the number of paid memberships which authorize its members to use or receive any of the facilities or services provided as part of Tenant's business operation in the Premises. The number of Membership Units is equivalent to the number of active membership plans rather than the number of members enrolled within those plans. For example, a family of five enrolled in a Family plan is equivalent to one Membership Unit, notwithstanding that there are five members enrolled within the plan. Likewise, a single individual enrolled in a Single Parent plan is equivalent to one Membership Unit with one member enrolled within the plan.

2.2. MONTHLY FULL SERVICE RENT. Tenant agrees to pay a Monthly Full Service Rent Amount on the twenty-fifth (25th) day of each month of the Term in accordance with the schedule:

2.2.1. For the first twelve-month Rental Period of the Term, the Monthly Full Service Rent Amount shall be Five Thousand Two Hundred Thirty-One and 25/100 Dollars ($5,231.25) based on an Annualized Full Service Rental Rate of $7.75 per

square foot which, Landlord and Tenant acknowledge and agree, comprises the following allocation:

2.2.1.1. An Annualized Base Rental Rate of $4.25 per square foot; and

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

2.2.2. For each successive Rental Period of the Term after the first Rental Period, including any Continuation Periods, the Monthly Full Service Rent Amount shall be based on the sum of the following amounts:

2.2.2.1. An Annualized Base Rental Rate reflecting an increase of three percent (3%) over the Annualized Base Rental Rate paid in the previous Rental Period just ended; and

2.2.2.2. An Annualized Operating Expenses Rate reflecting the actual Operating Expenses paid by Landlord in the previous Rental Period just ended and attributable to the Premises. For Operating Expenses other than electricity, water, sewer, gas, Tenant's pro-rata share shall be determined based on the Net Rentable Area of the Premises comprising 11.69% of the Net Rentable Area of Huntington Oaks.

2.2.2.3. Landlord shall, no later than five Business Days after the commencement of each successive new Rental Period after the first Rental Period, notify Tenant in writing of the Monthly Full Service Rent Amount for such new Rental Period. The due date for Tenant's first monthly installment of Rent in each successive new Rental Period shall be extended by five days.

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

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

2.5. ADDITIONAL RENT FOR ATTAINING MEMBERSHIP GOAL. In order to encourage Landlord to promote and advance Huntington Oaks as a community center to serve Leon County residents, Tenant agrees to pay Additional Rent for those months in which Tenant's business operation attains a membership enrollment goal of one thousand (1,000) Membership Units or more. The amount payable by Tenant as Additional Rent shall be determined on an escalating basis as follows:

2.5.1. For months in which Tenant's business attains a membership enrollment of no less than one thousand (1,000) Membership Units, Additional Rent in the amount of One Hundred Forty-Five and 00/100 Dollars ($145.00) shall be due and payable together with the next payment of Monthly Full Service Rent.

2.5.2. For months in which Tenant's business attains a membership enrollment of no less than one thousand two hundred (1,200) Membership Units, the Additional Rent payment shall increase to Three Hundred Forty-Five and 00/100 Dollars ($345.00) and shall be due and payable together with the next payment of Monthly Full Service Rent;

2.6. PAYMENT OF RENT/STATEMENT OF MEMBERSHIP. The terms Monthly Full Service Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent." Each monthly installment of Rent shall be made payable to Landlord and be delivered on the twenty-fifth (25th) day of each month of the Term, without demand, set off or deduction, on Landlord's behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing. Provided however, if the Commencement Date should be a date other than the first day of a calendar month, then the first installment of Monthly Full Service Rent shall be prorated by multiplying the regular monthly installment of Full Service Rent by a fraction, the numerator of which is the number of days from the Commencement Date through the final day of the first calendar month of the Term and the denominator of which is the total number of days in the calendar month in which the Commencement Date occurs. Tenant shall include along with its payment of Rent a written statement reflecting the membership enrollment in Tenant's business operation for the previous month expressed in the number of Membership Units.

2.7. LATE CHARGES. If any Monthly Full Service Rent Amount payment or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment (and remains unpaid upon five (5) days written notice), Tenant shall pay, in addition to such payment a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and 00/100 Dollars ($250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of twelve percent (12%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord ("Default Rate").

Article 3.
Operating Expenses; Full Service Lease.

3.1. FULL SERVICE LEASE. This is a "Full Service Lease" which means that Full Service Rent includes, in addition to Tenant's right to the possession and use of the Premises,

Landlord's payment of all Operating Expenses, to the extent provided in this Article 3, the services set forth in Article 14 below, and Landlord's obligations set forth in Article 9 below, and, as such, Tenant shall only be required to provide and pay for, in addition to Full Service Rent and Sales and Use Tax, any amounts due as Additional Rent.. As such, Landlord shall be responsible for the payment of all Operating Expenses as provided in Section 3.2 below. Tenant shall be responsible for paying as Additional Rent any amount of Property Taxes that may become due and payable as provided in Section 3.3 below.

3.2. OPERATING EXPENSES. Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord's maintenance, operation, repair, replacement (if such replacement is generally regarded in the industry as increasing operating efficiency or is required under any Applicable Law that was not in effect or not applicable to Huntington Oaks on the Commencement Date) and administration of Huntington Oaks, the Premises and Common Areas, shall be considered "Operating Expenses" payable by Landlord including, without limitation, the following:

3.2.1. all levies, charges, local improvement rates, and assessments whatsoever assessed or charged against Huntington Oaks, the Premises and Common Areas, the equipment and improvements owned by Landlord therein contained, including (i) all costs associated with the appeal of any such assessments and charges and (ii) any amounts assessed or charged in substitution for or in lieu of ad valorem taxes; and excluding (i) income or capital gains taxes imposed upon Landlord and (ii) any assessments and charges deemed to be a tax payable by Tenant pursuant to Section 3.3 below ;

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

3.2.3. pest control for Common Areas only and landscaping;

3.2.4. a reasonable management fee;

3.2.5. electricity, water, sewer, gas, window washing on exterior surfaces of windows, janitorial services for the Premises and Common Areas, and trash and debris collection for Common Areas only;

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

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

3.3. PROPERTY TAXES. Landlord acknowledges and represents that Landlord is immune from taxation and, therefore, that Huntington Oaks is currently not subject to any ad valorem taxes for real property and personal property ("Property Taxes"). In the future, if the law changes as to eliminate Landlord's immunity from taxation or if Landlord conveys Huntington Oaks to an entity which is not immune or exempt from taxation and such Property

Taxes are thereafter assessed against Huntington Oaks, Tenant shall pay its proportionate share of such Property Taxes as Additional Rent no later than thirty (30) days after Landlord, or its successors and assigns, provides Tenant with an invoice therefor, provided Tenant shall have the right to examine the records and other such documentation that substantiates such Property Taxes and to contest such Property Taxes with the taxing authority.

Article 4.
Use of Property

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

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

4.1.1.1. holiday day camp; summer day camp;

4.1.1.2. youth sports including soccer, basketball, flag football, cheerleading, T-ball, and coach pitch;

4.1.1.3. swimming lessons including group classes, private lessons, and semiprivate lessons;

4.1.1.4. junior life guards; swim team; youth in government; leaders and teen club; parent's night out; kid zone; and teens in training.

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

4.1.2.1. personal training; fitness assessment; fitness orientations;

4.1.2.2. group exercise including yoga, pilates, boot camp, spinning, and zumba;

4.1.2.3. cardio machines; treadmills; free weights; circuit training; sauna; active older adults; silver sneakers; trick or trot; and lunch and learns.

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

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

4.2. TENANT'S EXCLUSIVITY OF USES. Other than as provided hereinbelow, Landlord shall not lease or permit any area of Huntington Oaks to be used by anyone or any entity, other than Tenant, for any of the activities or programs included in the definition of Not-For-Profit Fitness Club and Community Center in Section 4.1 above. Tenant's exclusivity of uses provided herein shall not be applicable to the following areas of Huntington Oaks:

4.2.1. Any areas used or occupied at any time by Landlord, its ancillary departments, divisions, boards, authorities, or any other such group or agency for which Landlord is legally responsible to provide facilities; provided, however, that this exception to Tenant's exclusivity of uses shall not be applicable to any of the activities or programs included in Sections 4.1.1 or 4.1.2 above which are conducted, sponsored, or otherwise involve a for-profit enterprise or entity; and

4.2.2. Any areas used or occupied on the Effective Date of this Lease pursuant to a written lease agreement with Landlord.

4.3. COMPLIANCE WITH LAWS.

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

4.3.2. TENANT'S COMPLIANCE. Subject to Landlord's obligations set forth in Section 4.3.1 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, shall comply with all Applicable Laws. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises shall be in compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

4.4. SIGNS. Tenant shall not place any signs on the Premises or Huntington Oaks except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Tenant, at its sole cost and expense and shall be in compliance with the criteria established by Landlord in Exhibit "C" hereof and all Applicable Laws. Tenant acknowledges that Landlord will be modifying the facade of Huntington Oaks and the existing pylon sign located on North Monroe Street in the near future and, as such, that the criteria established herein for signs may be modified in the Landlord's sole discretion. Tenant shall be

responsible to Landlord for the installation, use, or maintenance of all signs and any damage caused thereby. Tenant, at its sole cost, shall be permitted to place one sign on the existing pylon sign located on North Monroe Street subject to Landlord's approval as to size, design and location. Tenant agrees to remove all signs prior to termination of the Lease and upon such removal to repair all damage incident to such removal. Notwithstanding anything to the contrary herein, Landlord, at its sole cost, shall be responsible for any costs associated with any removal and reinstallation of Tenant's signage necessitated by Landlord's modifications to the facade of Huntington Oaks and the existing pylon sign located on North Monroe Street,

4.5. LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in Huntington Oaks, and, during the last ninety (90) days of the Term or any continuation thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises or Huntington Oaks as Landlord deems necessary. Landlord shall have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.

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

4.7. TENANT RELOCATION. Landlord shall be allowed to relocate Tenant to other comparably sized space within Huntington Oaks ("New Premises"). Upon Landlord's relocation of Tenant to the New Premises, the New Premises shall for all purposes herein be deemed to be the Premises, and this Lease shall continue in full force and effect without any change in the other terms or conditions hereof, excepting however, that Full Service Rent and Additional Rent shall be proportionately adjusted to reflect any change to the square footage of the New Premises. Landlord agrees to pay to Tenant, as an allowance or credit toward Tenant's costs of relocating to the New Premises, an amount equal to three (3) months of Full Service Rent at the New Premises to be paid in the form of a rent abatement during Tenant's first three months of occupancy in the New Premises. Tenant shall, no later than sixty (60) days after taking possession of the New Premises, vacate the existing Premises and surrender it to Landlord under the same terms and conditions as set forth in Section 9.3 below.

4.8. PARKING. Tenant shall have the right, in common with other tenants at Huntington Oaks, to use the parking lot on a non-exclusive basis. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

4.9. RULES AND REGULATIONS. Except as otherwise provided in Article 14 below, Tenant shall observe all rules and regulations established by Landlord from time to time for Huntington Oaks. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "D." Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of Huntington Oaks or the Premises. Tenant shall not be subject to any new rules and regulations or amendments to existing rules and regulations until fifteen (15) days after Tenant shall have been provided with a copy of such new rule and regulation or amendment to such existing rules and regulations. Landlord shall not unreasonably withhold, delay or condition its consent to any approval required by Tenant under the rules and regulations. In the event of any inconsistency between any provision of this Lease and the rules and regulations, the applicable Lease provision shall control.

4.10. NO CONTINUOUS OCCUPANCY. Notwithstanding anything contained in this Lease to the contrary, so long as Tenant pays the Full Service Rent and any Additional Rent in accordance with this Lease, Tenant shall not be required to continuously occupy the Premises and conduct Tenant's business within the Premises, and the failure of Tenant to occupy and conduct its business in the Premises shall not be considered an event of default under this Lease; provided, however, that the Premises is at all times cleaned and maintained to Building Standard Condition.

Article 5.
Leasehold Improvements.

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

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

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

5.1.3. "Tenant Alterations" means any construction work in the Premises under the coordination of Property Manager to be undertaken, either prior to or after the Commencement Date of this Lease, by Tenant's contractor and to be paid solely by Tenant.

5.1.4. "Remodeling and Reconditioning" shall mean any Tenant Alterations project which does not require a building permit from the local jurisdiction. Remodeling and Reconditioning shall expressly not include any alterations, modifications, replacements, or installations involving any of the following systems or components of the Premises or Huntington Oaks: (i) structural; (ii) electrical; (iii) plumbing; (iv) HV/AC; and (v) Telecommunications Equipment, as that term is defined in Section 12.1.2 below, other than for Telecommunications Equipment involving only wiring for workstation operations within the Premises.

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

5.2.1. TENANT IMPROVEMENTS. This paragraph omitted.

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

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

5.3.1. TENANT SPACE PLAN. If Tenant desires for Leasehold Improvements other than for Remodeling and Reconditioning to be to undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Leasehold Improvements, a detailed space plan containing the information described as follows below, together with other relevant information and written instructions relating thereto (said space plan and other information and instructions being hereinafter referred to as the "Tenant Space Plan"). The Tenant Space Plan shall contain architectural, mechanical, electrical and plumbing plans prepared and stamped by a licensed architect or engineer, as the case may be, indicating the following information:

5.3.1.1. Location and type of all partitions.

5.3.1.2. Location and types of all doors indicating hardware and providing a keying schedule.

5.3.1.3. Location and type of glass partitions, windows, doors and framing.

5.3.1.4. Location of telephone equipment room accompanied by a signed approval of the telephone company.

5.3.1.5. Critical dimensions necessary for construction.

5.3.1.6. Location, circuit number and specifications of all electrical devices, outlets, switches, telephone outlets, etc.

5.3.1.7. Location and type of all lighting and access control systems.

5.3.1.8. Location and type of equipment that will require special electrical requirements. Provide manufacturers' specifications for use and operation.

5.3.1.9. A load analysis of all electrical devices.

5.3.1.10. Location, weight per square foot and description of any exceptionally heavy equipment or filing system exceeding 50 psf live load.

5.3.1.11. Location, type and specifications of the HV/AC distribution systems and controls.

5.3.1.12. Requirements for special air conditioning or ventilation.

5.3.1.13. Type and color of floor covering.

5.3.1.14. Location, type and color of wall covering.

5.3.1.15. Location, type and color of paint and/or finishes.

5.3.1.16. Location and type of plumbing, including special sprinklering requirements.

5.3.1.17. Location and type of kitchen equipment.

5.3.1.18. Details showing the following:

5.3.1.18.1. All millwork with verified dimensions and dimensions of all equipment to be built-in.

5.3.1.18.2. Corridor entrances.

5.3.1.18.3. Bracing or support of special walls, glass partitions, etc., if desired. If not included with the Tenant Space Plan, the Building architect will design, at Tenant's expense, all support or bracing required.

5.3.2. PROPERTY MANAGER REVIEW. Property Manager shall review Tenant Space Plan to confirm that the Leasehold Improvements contemplated thereby satisfies the following conditions:

5.3.2.1. conforms with or exceeds the standards of Huntington Oaks and the requirements listed in Section 5.3.1 above; and

5.3.2.2. shall not impair the structural, mechanical, electrical or plumbing integrity of Huntington Oaks.

5.3.3. APPROVAL OF TENANT SPACE PLAN. Property Manager shall either approve or disapprove Tenant Space Plan no later ten (10) days after the Property Manager receives Tenant Space Plan. If Property Manager does not approve Tenant Space Plan, Property Manager shall inform Tenant in writing of its objections and Tenant shall revise the same and deliver a corrected version to Property Manager for its approval no later than thirty (30) days after the date Tenant receives Property Manager's notice of disapproval. The approval and revision process for the revised Tenant Space Plan shall be the same as described for the originally submitted Tenant Space Plan.

5.3.4. TENANT WORKING DRAWINGS. After Tenant Space Plan has been approved by Property Manager, Tenant shall cause working drawings of the Leasehold Improvements to be prepared (hereinafter referred to as the "Tenant Working Drawings") and shall deliver the same, no later than ten (10) days after the date of Property Manager's approval of Tenant Space Plans, to Property Manager for its approval subject to the following conditions:

5.3.4.1. Tenant Working Drawings shall consist of complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans for Tenant Work.

5.3.4.2. Tenant Working Drawings shall be substantially consistent with Tenant Space Plan without any material changes.

5.3.4.3. Tenant Working Drawings shall be prepared at Tenant's expense by architects and engineers selected by Tenant and approved by Property Manager.

5.3.5. APPROVAL OF TENANT WORKING DRAWINGS. The approval process for Tenant Working Drawings shall be identical to the approval process for Tenant Space Plan described in Section 5.3.3 above.

5.3.6. REMODELING AND RECONDITIONING. If Tenant desires Remodeling and Reconditioning to be to undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Remodeling and Reconditioning, a written description of such work to be undertaken in sufficient detail to allow Landlord to confirm that such work is deemed to be Remodeling and Reconditioning. Property Manager shall, no later than ten (10) Business Days after receipt of such written description, deliver to Tenant a written confirmation that such work is deemed to be Remodeling and Reconditioning after which Tenant may commence to undertake such work. Property Manager's failure to timely deliver such written confirmation to Tenant shall be construed as Property Manager's confirmation that such work is deemed to be Remodeling and Reconditioning.

5.4. SELECTION OF CONTRACTOR.

5.4.1. FOR TENANT IMPROVEMENTS. This paragraph omitted.

5.4.2. FOR TENANT ALTERATIONS. For any Leasehold Improvements considered to be Tenant Alterations, the contractor shall be selected by Tenant and shall undertake the construction work under the coordination of Property Manager in accordance with, and subject to, the following requirements and conditions:

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

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

5.4.2.3. Tenant's contractor shall maintain such insurance and bonds in force and effect in accordance with Section 6.1 below and as may be required by applicable law; and

5.4.2.4. Tenant's contractor shall be responsible for reaching an agreement with Property Manager as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to hoisting, systems interfacing, use of temporary utilities, storage of materials, access to the Premises and to Huntington Oaks.

5.4.2.5. The commencement of work by any subcontractors to be used by Tenant's contractor shall be subject to the approval by Landlord or Property

Manager, which approval shall not be unreasonably withheld as long as such subcontractors satisfy the requirements of Section 5.3.

5.4.2.6. As a condition precedent to Property Manager permitting Tenant's contractor to commence the Tenant Alterations, Tenant and Tenant's contractor shall deliver to Property Manager such assurances or instruments as may be reasonably requested by Property Manager to evidence Tenant's contractor's and its subcontractor's compliance or agreement to comply with the provisions of Section 5.4.

5.5. TENANT'S CONTRACTOR; INDEMNITY BY TENANT. Tenant shall, in accordance with the provisions of Section 7.1 below, indemnify and hold harmless Landlord, its agents, contractors, and any mortgagee of Landlord from and against any and all losses, damages, costs, including costs of suit and attorneys' fees, liabilities or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or claims arising out of or in connection with the work done by Tenant's contractor, subcontractors, and sub-subcontractors under its contract with Tenant.

5.6. TENANT'S CONTRACTOR; MECHANIC'S AND MATERIALMEN'S LIENS. Tenant shall notify in writing all materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises that they must look solely to Tenant for payment for same and shall simultaneously send copies of all such notifications to Landlord for its review. Should any mechanic's or other liens be filed against any portion of Huntington Oaks, including the Premises, by reason of Tenant's or Tenant Contractor's acts or omissions or because of a claim against Tenant or Tenant Contractor, Tenant shall inform Property Manager of such lien immediately and cause the same to be cancelled or discharged of record by bond or otherwise within twenty (20) days after receipt of notice by Tenant. If Tenant fails to cancel or discharge the lien within said twenty (20) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all costs, including attorneys' fees, incurred in canceling or discharging such liens.

5.7. DEFAULT. The failure by Tenant to comply with the any of the provisions of this Article 5 shall constitute a default by Tenant under terms of Section 10.2 below and Landlord shall have the benefit of all remedies provided for in this Lease.

5.8. CHANGE ORDERS. Tenant may authorize changes in the Tenant Improvements; provided that any such changes must meet the criteria set forth in this Article 5. Tenant shall also be responsible for the costs of any delays or additional costs caused by such change orders.

5.9. SUBSTANTIAL COMPLETION OF TENANT IMPROVEMENTS. This paragraph omitted.

5.10. AS-BUILT PLANS. Upon completion of any Tenant Alterations other than those deemed to be Remodeling and Reconditioning, Tenant shall deliver to Property Manager, no later than thirty (30) days after such completion, a copy of the as-built plans and specifications for the Tenant Alterations. Upon receipt, Property Manager shall transfer such plans to Landlord's Master Plans at a cost to be borne by Tenant.

5.11. PROPERTY OF LANDLORD AT TERMINATION.

5.11.1. Landlord's Property. Any additions, alterations, improvements, or other such changes to the Premises resulting from Leasehold Improvements performed by either Landlord or Tenant ("Changes to Premises") shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. Landlord shall reserve the right to waive its entitlement to such ownership of any Changes to Premises and alternatively require Tenant to remove any Changes to Premises and to restore the Premises to the condition and use which existed at the time Tenant took possession, with all costs of such removal and restoration to be borne by Tenant.

5.11.2. Not Landlord's Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.11.2.1 comprises the entirety of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant's business ("Tenant's Business Equipment"). Tenant's Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease. Upon the removal of any Tenant's Business Equipment, Tenant shall restore the Premises to the condition and use which existed at the time Tenant took possession, with all costs of such removal and restoration to be borne by Tenant. Nothing herein, however, shall be deemed to be a waiver of Landlord's entitlement to a lien for rent, pursuant to Section 10.1 below, or a waiver of any of Landlord's other remedies provided in Article 10 below.

5.11.2.1. The following items comprise the entirety of Tenant's Business Equipment: mirrors and suspended wood flooring attached to the walls and floors, respectively, in the Group Exercise Room.

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

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

5.12.1. Obstruct or close off all or any part of Huntington Oaks for the purpose of maintenance, repair or construction;

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

5.12.3. Change area, level, location, arrangement or use of Huntington Oaks or any part thereof;

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

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

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

Article 6.
Insurance.

6.1. TENANT'S INSURANCE. Tenant shall, at its sole expense, procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease, in the minimum coverage and amounts as follows:

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

6.1.2. AUTOMOBILE LIABILITY. Tenant shall provide automobile liability insurance coverage with combined single limits for bodily injury and property damage of no less than $1,000,000 per accident for non-owned, hired automobile. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

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

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

6.1.5. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of Tenant's policies required under Section 6.1 above shall be declared to and approved by Landlord.

6.1.6. LANDLORD AS ADDITIONAL INSURED. Landlord, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Tenant's insurance policies, other than workers' compensation policies and any other policy types not listed in this Lease, that include coverage for the following:

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

6.1.6.2. products and completed operations of Tenant;

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

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

6.1.7. TENANT'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Lease, Tenant's insurance coverage pursuant to Sections 6.1.1, 6.1.2, and 6.1.4 shall be primary insurance with respect to Landlord, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of subrogation against Landlord with respect to losses payable under such insurance coverage.

6.1.8. CERTIFICATES OF INSURANCE. Tenant shall furnish Landlord with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Landlord prior to the commencement of Tenant's occupancy under this Lease. Landlord reserves the right to require complete, certified copies of all Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to Landlord. All of Tenant's required

insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida (the "Insurance Criteria").

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

6.1.9.1. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to Tenant's insurance policies maintained pursuant to Section 6.1.3 above); and

6.1.9.2. that the companies issuing the insurance policy(ies) shall have no recourse against Landlord for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Tenant.

6.2. BLANKET POLICIES. Any of the insurance required by Tenant pursuant to this Lease may be carried in the form of blanket policies covering other property owned or leased by Tenant as well as the Premises, provided that (i) the policies otherwise comply in all respects with the provisions of this Lease, and (ii) the policies allocate to the Premises not less than the specified coverage required pursuant to this Lease, without possibility of reduction or co-insurance by reason of any damage to any other premises named therein, so that the protection afforded under any policy of blanket insurance shall be no less than that which would have been afforded under a separate policy or policies relating only to the Premises. If the insurance required pursuant to this Lease shall be effected by any such blanket policies, Tenant shall first furnish or cause to be furnished to Landlord certificates of insurance showing the amount of insurance afforded by such policies that is applicable to the Premises.

6.3. LANDLORD'S INSURANCE. Landlord also agrees to carry and maintain a broad form commercial general liability insurance (written on an occurrence basis and including contractual liability coverage endorsement covering Landlord's indemnity obligations under this Lease in limits it reasonably deems appropriate (but in no event less than the limits required by Tenant pursuant to Section 6.1 above). In addition, Landlord agrees to carry and maintain property insurance (with replacement cost coverage) covering Huntington Oaks in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements. The insurance policies maintained by Landlord shall satisfy the Insurance Criteria. Landlord hereby waives all rights of subrogation against Tenant with respect to losses payable under such insurance coverages.

6.4. WAIVER OF SUBROGATION RIGHTS. Anything in the Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Premises or Huntington Oaks, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Lease (or, if any such party fails to maintain the insurances and coverages such party is required to maintain under this Lease, would have been insured had the applicable party maintained the insurances and coverages such party is required to maintain under this Lease), regardless of cause or origin, including negligence of the other party hereto, its agents, employees,

officers, partners, servants or shareholders, and each party covenants that no insurer shall hold any right of subrogation against such other party.

Article 7.
Indemnification of the Parties.

7.1. TENANT'S INDEMNITY. Subject to Article 14 below, Tenant agrees to indemnify and hold harmless Landlord and its respective agents, officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, Landlord and which have arisen from the performance by Tenant, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of Landlord or any of the agents or employees of Landlord nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Landlord (or would have been covered had Landlord maintained the insurance policies Landlord is required to maintain pursuant to the terms of this Lease).

7.2. LANDLORD'S INDEMNITY. Without waiving its right to sovereign immunity, and to the extent allowed by Fla. Stat. §768.28 (2012), as may be amended, and any other applicable state or federal law, Landlord agrees to indemnify, defend, and hold Tenant and its officers, directors and employees harmless from and against any and all claims for losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, Tenant and which have arisen from Landlord's ownership of, or activities on, Huntington Oaks, including, but not limited to, Landlord's repair and maintenance obligations and any event or occurrence which may have taken place prior to the Effective Date of this Agreement. Notwithstanding the foregoing, Landlord shall not be required to indemnify Tenant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of Tenant or any of the agents or employees of Tenant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Tenant (or would have been covered had Tenant maintained the insurance policies Tenant is required to maintain pursuant to the terms of this Lease).

7.3. NOTICE OF INDEMNIFICATION. A party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 7.4 below.

7.4. THIRD PARTY CLAIM PROCEDURE. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 7 by such party against another party to this Lease, the party seeking indemnification hereunder (the

"Indemnified Party") shall promptly (but in no event later than 10 Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

7.5. REMEDIES CUMULATIVE. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the parties hereto to elect among remedies.

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

Article 8.
Damage, Destruction and Condemnation.

8.1. DAMAGE OR DESTRUCTION TO PREMISES.

8.1.1. DAMAGE FROM CERTAIN CAUSES. Neither Landlord nor any mortgagee(s) shall be liable or responsible to Tenant, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any cause beyond Landlord's control or for any damage or inconvenience which may arise through repair or alteration of any part of Huntington Oaks.

8.1.2. REPAIR AND RESTORATION. If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, the determination of the parties rights, duties, and obligations under this Lease shall proceed in accordance with the following procedure:

8.1.2.1. NOTICE. In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord.

8.1.2.2. PARTIAL DESTRUCTION. Except as otherwise provided in Section 8.1.2.5 below, if the Premises are partially destroyed by fire or other casualty so as to render the Premises untenantable in whole or in part, the Rent provided for herein shall abate thereafter as to the portion of the Premises rendered untenantable until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.3. TOTAL DESTRUCTION. Except as otherwise provided in Section 8.1.2.5 below, if (1) the Premises or Huntington Oaks are totally or substantially damaged or destroyed from any cause and Landlord decides not to rebuild, or (2) the Premises are rendered untenantable in whole or in substantial part as a result of a fire or other casualty, and/or so damaged as to materially and adversely affect Tenant's business that it cannot operate and repairs as reasonably estimated by Landlord will take one hundred twenty (120) days or longer from the date of the casualty to complete, then either party may terminate this lease within thirty (30) days from the date of the casualty by providing written notice to the other party and all Rent owed up to the time of such damage or destruction shall be paid by Tenant and thenceforth this Lease shall terminate. In the event this Lease is not terminated, Landlord shall diligently pursue the repairs and Rent as provided for herein shall abate until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.4. OBLIGATION TO REBUILD. If Landlord decides to rebuild the Premises, then Landlord shall commence and prosecute any repair work promptly and with reasonable diligence but shall only be obligated to restore or rebuild the Premises to Building Standard Condition; provided, however, Tenant may cause Landlord to rebuild or restore the Premises to the condition it was in prior to such damage or destruction if Tenant bears the cost, including rentals which are lost due to any excess construction time, of such restoration or rebuilding to the extent the same exceeds the costs Landlord would have incurred had only Building Standard improvements been constructed.

8.1.2.5. TENANT NEGLIGENCE. If the Premises or any other portion of Huntington Oaks is damaged by fire or other casualty resulting from the fault or negligence of Tenant or its agents, contractors, customers, employees, invitees, licensees, servants or visitors, the Rent shall not abate as to the portion of the Premises rendered untenantable and Tenant shall be liable to Landlord for the cost of repair and restoration of Huntington Oaks to the extent such Rent and costs are not covered by insurance proceeds.

8.2. CONDEMNATION.

8.2.1. TOTAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, Tenant may deem that all of the Premises are taken), or such portion thereof as shall make the Premises unusable, as determined by either party, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority,

whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date.

8.2.2. PARTIAL TAKING. If less than the whole of the Premises, or less than such portion thereof as shall make the Premises unusable as of the Taking Date, is taken, Full Service Rent, Additional Rent, and any other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

8.2.3. FULL COMPENSATION AWARD. All compensation awarded or paid upon a total or partial taking of the Premises or Huntington Oaks including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for business damages or damage to, or cost of, removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

Article 9.
Maintenance and Repairs.

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

9.1.1. Maintaining Huntington Oaks in an attractive and fully operative condition.

9.1.2. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls of Huntington Oaks; the exterior windows, exterior doors, exterior plate glass, and exterior walls of Huntington Oaks including those that are contained in the Premises; common plumbing and sewer lines; the HV/AC equipment servicing the Premises regardless of its location; and the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas.

9.1.3. In addition, but subject nevertheless to any applicable waiver or subrogation, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the building components listed in Section 9.1.2 above which damage was caused by Tenant's acts or omissions.

9.1.4. Landlord shall not be obligated to maintain or repair the interior surfaces of the walls in the Premises nor any other interior component of the Premises, except as

required to repair any damage caused by the malfunction or failure of equipment maintained by Landlord. Landlord acknowledges and agrees that, as of the Effective Date of this Lease, there exists water damage to the interior surfaces of the Premises caused by the leaking of HV/AC equipment, which water damage shall be repaired by Landlord at Landlord expense.

9.1.5. Landlord shall not be obligated to make any repairs under this Section 9.1 until a reasonable time after receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) business days.

9.2. TENANT'S OBLIGATIONS. Except as specifically provided to the contrary in Section 9.1 above, Tenant, at its sole cost and expense, shall keep in good order, condition and repair the Premises and every part thereof including, without limiting the generality of the foregoing, all plumbing and sewer lines to the point where they intersect with common lines, electrical and lighting facilities and equipment within the Premises up to and including Tenant's meter and electrical breakers, exclusive of the HV/AC equipment maintained by Landlord pursuant to Section 9.1.2 above, fixtures, interior walls and interior surfaces of exterior walls, ceilings, windows, doors and plate glass located within or upon the Premises. All repairs made by Tenant shall be at least of the same quality, design and class as that of the original work.

If Tenant refuses or neglects to make repairs and/or to maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. Such work shall be paid for by Tenant, as Additional Rent, promptly upon receipt of a bill therefore.

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

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

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

9.3.2. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 9.1 above.

9.3.3. Tenant shall repair, at Tenant's expense, any damage to the Premises or Huntington Oaks caused by the removal of any of Tenant's personal property, including but not limited to furniture, machinery and equipment.

9.3.4. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent:

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

9.3.4.2. any millwork and cabinetry;

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

9.3.4.4. any carpets or other floor coverings;

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

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

Article 10.
Default and Remedies; Landlord's Lien for Rent.

10.1. LANDLORD'S LIEN FOR RENT. In consideration of the mutual benefits arising under this Lease, Tenant hereby grants to Landlord, its successors, and assigns, a lien on all property of Tenant now or hereafter found upon or off the Premises, as provided in Chapter 83, Florida Statutes, as they may be amended from time to time, and as otherwise provided by law.

10.2. DEFAULT BY TENANT.

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

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

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

10.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof, unless such vacation or abandonment is in accordance with the provisions of Section 4.10 above;

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

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

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

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

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

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

10.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which remedies shall be cumulative and shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the following remedies upon an event of default shall not constitute a waiver. Notwithstanding anything to the contrary contained herein, Landlord agrees to exercise commercially reasonable efforts to mitigate its damages.

10.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

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

10.2.3. SURRENDER OF POSSESSION. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord shall have full and free license to enter into and upon the Premises for the purpose of repossessing the Premises, expelling and removing Tenant and persons occupying the premises pursuant to law and removing any and all property therefrom and changing all the door locks of the Premises.

Landlord may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. Notwithstanding the foregoing, Landlord may not exercise self-help.

10.2.4. BENEFIT OF THE BARGAIN. If Landlord terminates this Lease pursuant to Section10.2.2.1 above, Landlord shall have the right at any time, at its option, to require Tenant to pay to Landlord, on demand as liquidated and agreed final damages in lieu of Tenant's liability under any other provision of this Lease, an amount equal to the aggregate of the following:

10.2.4.1. the present value (determined using a discount rate equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term if the terms and provisions of this Lease had been fully complied with by Tenant. In addition, there shall be recoverable from Tenant:

10.2.4.2. the cost of restoring the Premises to Building Standard Condition, normal wear and tear excepted;

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

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

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

10.2.5. RIGHT TO RELET.

10.2.5.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease pursuant to Section 10.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

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

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

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

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

10.2.5.2. CONTINUING RIGHTS. Notwithstanding any such reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease and exercise its rights under Section 10.2.4 above for such previous breach; provided, however, that Tenant shall be credited for any rent received by Landlord from a new tenant, as provided in Section 10.2.5.1 above, in determining the amount of Landlord's damages. Notwithstanding any provision in this Section 10.2.5 to the contrary, upon the default of any substitute tenant or upon the expiration of the lease term of such substitute tenant before the expiration of the Term, Landlord may, at Landlord's election, either relet to still another substitute tenant or terminate the lease and exercise its rights under Section 10.2.4 above.

10.2.6. STORAGE OF PROPERTY. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises, other than any files and other documents which are subject to attorney-client privilege, shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

10.2.7. COSTS. Upon any default by Tenant and subject to Section 10.2.4 above, Landlord shall be entitled to receive from Tenant the payment of costs as follows:

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

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

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

10.2.8. WAIVER. No delay or omission by Landlord in exercising a right or remedy as provided in this Section 10.2 shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

10.3. NON-WAIVER. Neither acceptance of Rent by Landlord nor failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in

connection therewith, shall waive such default, but Landlord may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. Waiver by Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

10.4. HOLDING OVER. If Tenant holds over after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for the Premises one hundred fifty percent (150%) of the amount of Monthly Full Service Rental then payable for the entire holdover period calculated and prorated on a daily basis. No holding over by Tenant after the Term shall be construed to extend the term of this Lease. In the event of any unauthorized holding over in excess of sixty (60) days, Tenant shall indemnify Landlord in accordance with Article 7 above against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease, and for all other actual losses, costs, and expenses, including reasonable attorneys' fees, incurred by reason of such holding over. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

10.5. ATTORNEY'S FEES. In addition to Landlord's entitlement to costs as provided in Section 10.2.7 above, if either party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other party places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder or recovery of the possession of the Premises, in the hands of an attorney who files suit upon the same and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorneys' fees and costs.

Article 11.
Protection of Lenders.

11.1. SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord, its successors, or assigns shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises or Huntington Oaks, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant, upon demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance acceptable to Landlord and its mortgagee or ground lessor, which subordination and attornment agreement may provide, at the option of such mortgagee or ground lessor, that so long as no default or event which with the passing of time or giving of notice would constitute a default exists under this Lease, the peaceable possession of Tenant in and to the Premises for the Term shall not be disturbed in the event of the foreclosure of the subject mortgage or termination of the subject ground or underlying lease affecting the Premises. If Landlord's interest in Huntington Oaks, or that of its successors or assigns, is acquired by any ground lessor, mortgagee, or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Lease, Premises or Huntington Oaks and recognize such transferee or successor as Landlord under this Lease. Notwithstanding the foregoing, any mortgagee under any

mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

11.1.1. Notwithstanding anything contained in this Lease to the contrary, any subordination and/or attornment set forth in Section 11.1 above shall be conditioned upon Landlord causing any future mortgagee or ground lessor to enter into an agreement confirming such subordination, attornment and non-disturbance in a commercially reasonable form.

11.1.2. No later than thirty (30) days after the Effective Date hereof, Landlord shall obtain for the benefit of Tenant from any current mortgagee or ground lessor a non-disturbance agreement in a commercially reasonable form.

11.2. ESTOPPEL CERTIFICATES AND SUBORDINATION AND NON-DISTURBANCE AGREEMENT. Within fifteen (15) days of receipt of written request from Landlord, any lender, or at the request of any purchaser of Huntington Oaks, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, the following information. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord the following information:

11.2.1. a description of any renewal or expansion options, if any;

11.2.2. the amount of rent currently and actually paid by Tenant under this Lease;

11.2.3. that the Lease is in full force and effect as modified;

11.2.4. that Tenant is in possession of the Premises;

11.2.5. stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and

11.2.6. stating whether Tenant or Landlord has claims against the other party and, if so, specifying with particularity the nature and amount of such claim.

Article 12.
Telecommunications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Telecommunications Services provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective

Telecommunications Services provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no Telecommunications Services provider shall be deemed a third party beneficiary of this Lease.

12.7. WIRELESS TELECOMMUNICATIONS EQUIPMENT. Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications Equipment, including antennae and satellite receiver dishes, in or on Huntington Oaks, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of Huntington Oaks, and the other tenants therein, in a manner similar to the arrangements described in this Article 12.

12.8. INTERFERENCE WITH OTHERS. In the event that Telecommunications Equipment installed by or at the request of Tenant within the Premises after the Effective Date of this Lease, or elsewhere within Huntington Oaks, causes interference to equipment used by another party installed prior to the date of Tenant's installation, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative Telecommunications Equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such Telecommunications Equipment, and, at Landlord's discretion, remove such Telecommunications Equipment in accordance with Section 12.5 above.

Article 13.
Miscellaneous Provisions.

13.1. LANDLORD'S LIABILITY; CERTAIN DUTIES. As used in the Lease, the term "Landlord" means only the owner of the fee title to Huntington Oaks or the leasehold estate under a ground lease of Huntington Oaks at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

13.2. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall remit to Landlord a security deposit in the amount of ZERO and 00/100 DOLLARS ($0.00) in cash or other form acceptable to Landlord in its sole discretion (the "Security Deposit"). The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security

Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur:

13.2.1. the payment in full of all Rent due pursuant to the Lease; and

13.2.2. the repair of any and all damage to the Leased Premises;

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

13.4. INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease contains and embodies the entire agreement of the parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Landlord and Tenant.

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

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

13.5.1.1. by hand delivery;

13.5.1.2. by certified mail, return receipt requested; or

13.5.1.3. by guaranteed overnight delivery service.

13.5.2. Notices to Tenant shall be delivered to:

Capital Region YMCA
2001 Apalachee Parkway
Tallahassee, FL 32301
ATTN: Kenneth L. Franklin, President/CEO

With a copy delivered to:
Matt Feil, J.D.
215 South Monroe Street Suite 601
Tallahassee, FL 32301

13.5.3. Notices to Landlord shall be delivered to:

Leon County Facilities Management Division

1907 South Monroe Street
Tallahassee, FL 32301

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

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

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

13.7. WAIVERS. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

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

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

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

13.11. EXECUTION OF LEASE. Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, or and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section.

In the event that Tenant is the first party to execute this Lease, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

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

13.13. AUTHORITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.18. RELATIONSHIP. Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

13.19. BROKER'S FEE.

13.19.1. REPRESENTATION. Landlord and Tenant covenant, represent, and warrant to each other that they have had no dealings or negotiations with any broker or agent in connection with the consummation of this Lease.

13.19.2. COMMISSIONS. Landlord and Tenant acknowledge and agree that, had there been any broker or agent involved with the consummation of this Lease, any and all commissions due to such broker or agent would have been paid by Landlord through an agreement separate and apart from this Lease.

13.19.3. INDEMNITY. Tenant agrees to indemnify Landlord, in accordance with Section 7.1 above, against any loss, liability, or expense, including attorney's fees and costs, arising out of claims for fees or commissions from any broker or agent with whom Tenant has dealt in connection with the lease of the Premises. Landlord agrees, without waiving its right to sovereign immunity, and to the extent allowed by Fla. Stat. §768.28 (2011) and any other applicable state or federal law, to indemnify Tenant against any loss, liability, or expense, including attorney's fees and costs, arising out of claims for fees or commissions from any broker or agent with whom Landlord has dealt in connection with the lease of the Premises.

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

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

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

13.23. TENANT ASSIGNMENT. Tenant shall not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which

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

13.24. LANDLORD ASSIGNMENT. Subject to Section 13.1 above, Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

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

13.26. HAZARDOUS MATERIAL.

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

13.26.1.1. oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to Huntington Oaks or to persons on or about Huntington Oaks or (ii) cause Huntington Oaks to be in violation of any Hazardous Materials Laws (as defined below);

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

13.26.1.3. chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted Hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Federal Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Clean Water Act, 33 U.S.C. §1151, et seq.; the National Environmental Policy Act, 42 U.S.C. §1857, et seq.; the Regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; Chapters 373, 376, 380 and 403 of the Florida Statutes and rules

related thereto, including Chapters 17, 27 and 40 of the Florida Administrative Code; and all Leon County environmental protection ordinances or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

13.26.1.4. other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of Huntington Oaks or the owners and/or occupants of property adjacent to or surrounding Huntington Oaks, or any other person coming upon Huntington Oaks or adjacent property; and

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

13.26.2. "Hazardous Materials Claims" shall mean any enforcement, cleanup, removal, remedial or other governmental or regulatory actions, agreements or orders instituted pursuant to any Hazardous Materials Laws; and any claims made by any third party against Landlord, Tenant or Huntington Oaks relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

13.26.3. "Hazardous Materials Laws" shall mean any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about Huntington Oaks, including, without limitation, soil, groundwater and indoor and ambient air conditions.

13.26.4. Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the Premises, regardless of when they become effective, including, without limitation, all Hazardous Materials Laws (collectively, "Laws"). Landlord shall comply with all Hazardous Materials Laws with respect to common areas of Huntington Oaks. Tenant shall promptly cure and satisfy all Hazardous Materials claims arising out of or by reason of the activities or businesses of Tenant, its sub-tenants, or the agent contractors, businesses or employees of Tenant or any sub-tenant. Nothing done by Tenant in its use of occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to Huntington Oaks.

13.26.5. Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose that is disreputable or productive of fire hazard, or permit anything to be done that would increase the rate of fire or other insurance coverage on Huntington Oaks and/or its contents. If Tenant does or permits anything to be done that shall increase the cost of any insurance policy required to be carried hereunder, then Tenant shall reimburse Landlord, upon demand,

for any such additional premiums. Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed. Nothing done by Tenant in its use or occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to Huntington Oaks.

13.26.6. Tenant shall not cause or permit (i) any Hazardous Material to be brought upon, kept or used in or about the Premises or Huntington Oaks by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, other than drinking cups, office supplies and similar substances commonly found in commercial office buildings and in Tenant's business in quantities or concentrations that do not violate any Laws and (ii) any violation of the Laws. If Tenant breaches the obligations stated in the preceding sentence, or if contamination of the Premises by Hazardous Material occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, or if Tenant's activities or those of its contractors, agents, employees, businesses (or those of its subtenants) result in or cause a Hazardous Materials Claim, except if caused by Landlord's negligence or willful misconduct, then Tenant shall indemnify, defend, protect and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of Huntington Oaks, damages for the loss or restriction on use of rentable or usable space or of any amenity of Huntington Oaks, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under Huntington Oaks caused by Tenant and not by Landlord's negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

13.26.7. Incidents Triggering Landlord Requirements. In the event of the occurrence of any of the following incidents involving Hazardous Materials, Landlord shall, at its sole cost and expense, promptly take all action in response to such situation required by Hazardous Materials Laws. Landlord's responsibility shall extend only to incidents involving Hazardous Materials in Huntington Oaks, exclusive of the Premises to the extent caused by Tenant, except if caused by Landlord's negligence or willful misconduct. The incidents giving rise to such requirements of Landlord include, but are not limited to, the following:

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

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

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

13.26.7.4. activity by Landlord creating a nuisance.

13.26.8. Landlord Indemnification. Landlord agrees that Landlord's indemnity to the extent provided in Section 7.2 above shall be applicable to any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) suffered or incurred by Tenant to the extent they were caused by the following activities of Landlord in Huntington Oaks, exclusive of the Premises, during the Term of this Lease and arise from events or conditions which came into existence after the Commencement Date, except if caused by Tenant's negligence or willful misconduct:

13.26.8.1. any release, threatened release, or disposal of any Hazardous Materials at Huntington Oaks by Landlord; or

13.26.8.2. Landlord's violation of any Hazardous Materials Laws at Huntington Oaks, pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety.

Landlord's indemnification shall not be applicable to any claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) suffered or incurred by Tenant in or on the Premises to the extent caused by Tenant, except if caused by Landlord's negligence or willful misconduct.

Article 14.
Services

14.1. LANDLORD SERVICES TO TENANT. Throughout Term, Landlord agrees that, without charge (except as expressly set forth in Article 3 above), it will furnish to Tenant the following services for the Premises and Common Areas in accordance with standards no less than Building Standard Condition:

14.1.1. Electricity for normal lighting purposes and the operation of Tenant's equipment twenty-four (24) hours a day seven (7) days a week, in a manner consistent with in other retail centers of comparable quality in the Tallahassee Area and equivalent to the level of electrical service being provided by the Landlord in Huntington Oaks on the Effective Date hereof;

14.1.2. Normal and usual cleaning services for the Common Areas to be provided as reasonably needed, but in no event less frequent than once per month for the parking areas and once per week for the other Common Areas;

14.1.3. Cold running water and sewer service to the Premises twenty-four (24) hours a day seven (7) days a week;

14.1.4. HV/AC service to the Premises;

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

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

14.2. In the event of an interruption of services, Landlord will use commercially reasonable efforts to cause the restoration of any such interrupted services. If (i) access to any part of the Premises or any utility or service is interrupted (which interruption in service shall include the failure of Landlord to repair or maintain any part of the building or provide any service required hereunder to be provided) or the use of any part of the Premises by Tenant is interrupted as a result of any entry by or work performed in or around the Premises by or on behalf of Landlord, and (ii) such interruption shall continue for more than three (3) consecutive days after written notice of such interruption or failure from Tenant to Landlord, and if such interruption or failure shall render any portion of the Premises unusable for the normal conduct of Tenant's business, then all Full Service Rent and Additional Rent payable hereunder with respect to such unusable portion of the Premises shall be abated retroactively for the period beginning on the date of the interruption or failure and such rental abatement shall continue until such portion of the Premises is usable again; provided, however, that such rental abatement shall be deemed to be liquidated damages with regard to any claims Tenant may have for loss of business resulting from such interruption of services. Should such interruption continue for a period of thirty (30) consecutive calendar days, Tenant shall have the option to cancel and terminate this Lease.

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[SIGNATURE PAGE FOLLOWS THIS PAGE]

FINAL 06-07-12

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Name: Erica Grant

Name: Anna-Kay W Hutchison

CAPITAL REGION YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

By: _____

Print Name: KENNETH L. FRANKLIN

Its: PRESIDENT / CEO

Date: June 1, 2012

(Corporate Seal)

Name: Nan Swain

Name: Debbie Craig

LEON COUNTY, FLORIDA

By: _____

Vincent S. Long
Its County Administrator

Date: 7-3-12

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

BY: _____

Name: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____ Daniel J. Rigo, for

Herbert W. A. Thiele, Esq.

F11-00180

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, said Corner also being the Southwest Corner of Lot 1, Block "A", of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323, a distance of 440.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue thence North 89 degrees 31 minutes 48 seconds East along said line, and an extension thereof, a distance of 574.84 feet; thence South 00 degrees 28 minutes 12 seconds East 69.47 feet to a point lying 1.00 feet North of the proposed back of curve as per site plans by J.A.S. Choctaw, dated October 26, 1989, said point also lying on a point of curve concave to the Southwest; thence Southeasterly along said 1.00 foot offset from said back of curb, and along said curve, with a radius of 51.00 feet, through a central angle of 56 degrees 24 minutes 58 seconds, for an arc distance of 50.22 feet (chord of said arc being South 62 degrees 15 minutes 41 seconds East 48.21 feet) to a point of cusp of a curve concave to the North; thence along said 1.00 foot offset line and said curve, with a radius of 4.00 feet; through a central angle of 89 degrees 48 minutes 12 seconds, for an arc distance of 6.28 feet (the chord of said arc being South 73 degrees 32 minutes 46 seconds East, 5.65 feet); thence continue along said 1.00 foot offset line as follows: North 61 degrees 33 minutes 05 seconds East, 16.25 feet; thence South 28 degrees 26 minutes 55 seconds East, 65.00 feet; thence South 61 degrees 33 minutes 05 seconds West, l6.00 feet to a point of curve to the left; thence along said curve, with a radius of 4.00 feet; through a central angle of 90 degrees 11 minutes 42 seconds, for an arc distance of 6.30 feet (the chord of said arc being South 16 degrees 27 minutes 14 seconds West, 5.67 feet) to a point of cusp of a curve concave to the Northeast; thence along said curve, with a radius of 99.00 feet; through a central angle of 14 degrees l8 minutes 44 seconds, for an arc distance of 24.73 feet (the chord of said arc being South 29 degrees 55 minutes 49 seconds East, 24.67 feet); thence South 45 degrees 27 minutes 00 seconds East, 173.90 feet to a point of curve to the right, thence along said curve, with a radius of 51.00 feet; through a central angle of l8 degrees 29 minutes 31 seconds, for an arc distance of l6.46 feet (the chord of said arc being South 36 degrees 12 minutes 14 seconds West, 16.39 feet); thence South 26 degrees 57 minutes 29 seconds East, 86.50 feet to the point of curve to the left; thence along the said curve, with a radius of 29.00 feet; through a central angle of 49 degrees 22 minutes 51 seconds for an arc distance of 24.99 feet (the chord of said arc being South 51 degrees 38 minutes 54 seconds East, 24.23 feet) to the intersection of said 1.00 foot offset line and the Northerly R/W boundary of Fred George Road; thence South 66 degrees 07 minutes 13 seconds West along said Fred George Road R/W a distance of 206.59 feet to a point of curve to the left; thence along said R/W curve, with a radius of 498.36 feet, through a central angle of 30 degrees 22 minutes 12 seconds, for an arc distance of 264.16 feet (the chord of said arc being South 50 degrees 56 minutes 07 seconds West, 261.08 feet); a distance of 235.00 feet; thence leaving said

EXHIBIT "A" cont'd
LEGAL DESCRIPTION

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

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

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, said Corner also marking the Southwest Corner of Lot 1, Block "A", of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323 and an extension thereof a distance of 1253.05 feet to the Westerly R/W boundary of U.S. Highway 27 (North Monroe Street), said point lying on a curve concave to the West; thence along said R/W curve, with a radius of 3518.80 feet, through a central angle of 02 degrees 29 minutes 39 seconds, for an arc distance of 153.18 feet (the chord of said arc being South 28 degrees 29 minutes 56 seconds East, 153.17 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue along said R/W curve, with a radius of 3518.80 feet, through a central angle of 00 degrees 35 minutes 52 seconds, for an arc distance of 36.71 feet (the chord of said arc being South 26 degrees 57 minutes 10 seconds East, 36.71 feet) to a point lying on a curve concave to the Southwest; thence leaving said R/W and run along said curve, with a radius of 34.00 feet, through a central angle of 22 degrees 41 minutes 15 seconds, for an arc distance of 13.46 feet (the chord of said arc being South 74 degrees 08 minutes 29 seconds West, 13.38 feet); thence South 62 degrees 47 minutes 52 seconds West, 138.91 feet to a point of curve to the left; thence along said curve, with a radius of 24.00 feet through a central angle of 108 degrees 14 minutes 52 seconds, for an arc distance of 45.34 feet (the chord of said arc being South 08 degrees 40 minutes 26 seconds West, 38.89 feet); thence North 45 degrees 27 minutes 00 seconds West, 84.23 feet to a point lying on a curve concave to the North ; thence along said curve, with a radius of 24.00 feet, through a central angle of 71 degrees 45 minutes 08 seconds, for an arc distance of 30.06 feet (the chord of said arc being South 81 degrees l9 minutes 34 seconds East, 28.13 feet); thence North 62 degrees 47 minutes 52 seconds East, 166.86 feet to a point of curve to the left; thence along said curve, with a radius of 34.00 feet, through a central angle of 20 degrees 07 minutes 19 seconds, for an arc distance of 11.94 feet (the chord of said arc being North 52 degrees 44 minutes 12 seconds East, 11.88 feet) the Point of Beginning.

ALSO TOGETHER WITH:

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

EXHIBIT "A" cont'd
LEGAL DESCRIPTION

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

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

AND ALSO TOGETHER WITH:

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

EXHIBIT "B"
SITE PLAN

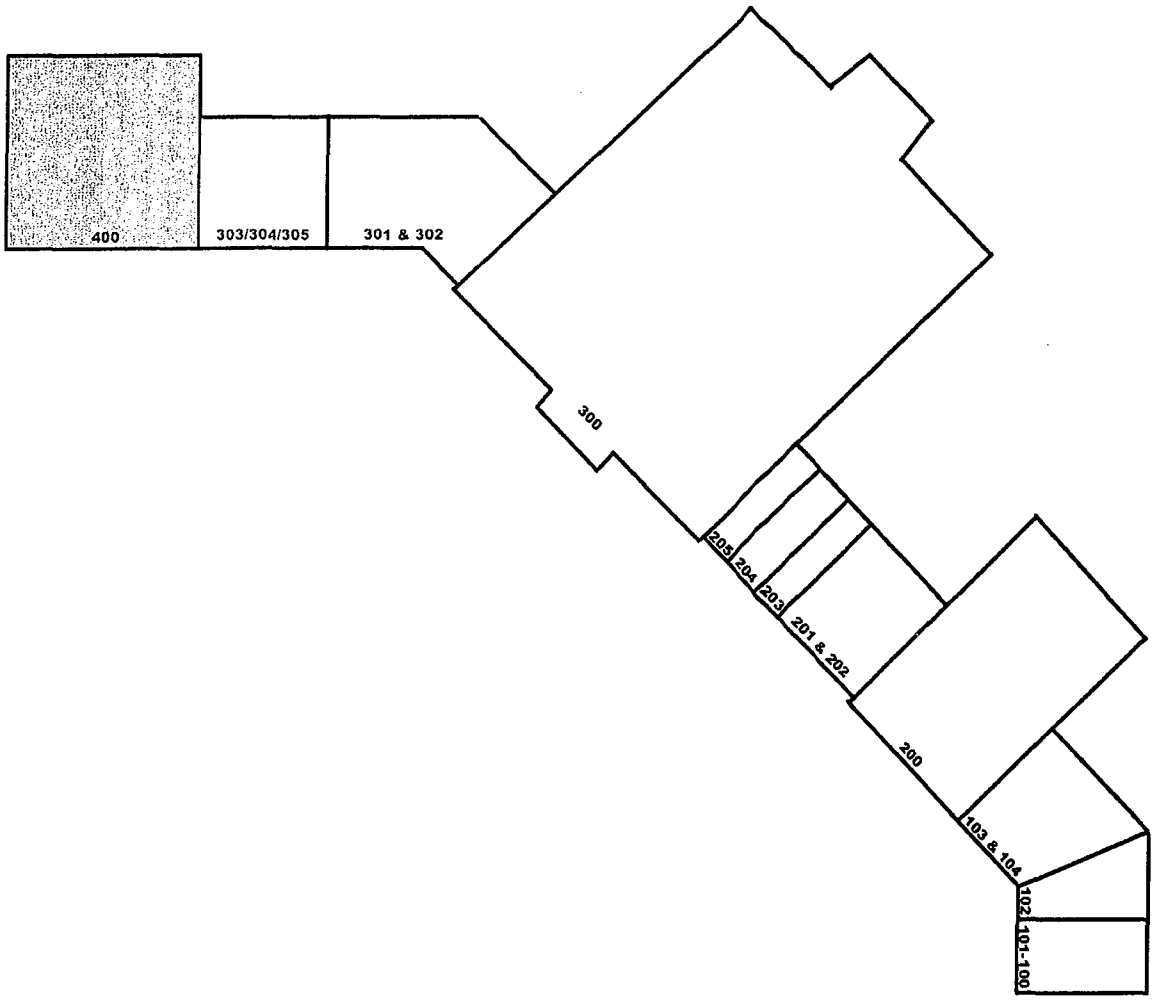

EXHIBIT "C"
TENANT SIGN CRITERIA
(Individual Letters)

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

1. Design:

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "C"
TENANT SIGN CRITERIA
(Metal Box)

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

1. Design:

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"

RULES AND REGULATIONS

a. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.

b. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises or Shopping Center.

c. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish.

d. No radio or television or similar device shall be installed without first obtaining in each instance Landlord's prior written consent. No aerial, antenna, satellite dish or similar device shall be erected on the roof or exterior walls of Huntington Oaks or on the grounds, without the prior written consent of Landlord. Any such device so installed without such consent shall be subject to removal without notice at any time, without liability to the Landlord therefor; costs incurred by Landlord for such removal shall be paid by Tenant.

e. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

f. If the Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water pipes and fixtures.

g. Tenant shall keep exterior areas immediately adjoining the Premises clean and free from snow, ice, dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise outside Tenant's Premises.

h. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents or invitees shall have caused same. Tenant shall be responsible for all sanitary sewer lines up to the limit of Tenant's private sewer line, whether or not such lines are located within the Premises.

i. Tenant shall, at Tenant's cost, employ a qualified pest extermination contractor,

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

j. Tenant shall not burn any trash or garbage of any kind in or about Huntington Oaks.

k. Tenant and its employees shall park their motor vehicles only in those parking areas designated for that purpose by Landlord, and upon request, Tenant shall provide Landlord with a list of its employees' motor vehicle license tag numbers. If Tenant and/or its employees are in violation of this rule, Landlord shall have the right to tow said vehicle at Tenant's expense.

l. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of Huntington Oaks or their employees, agents, customers or invitees.

m. Tenant's access to the roof is limited to maintenance of equipment installed with Landlord's approval, and inspections for damage to that equipment. Neither Tenant nor its agents or employees shall enter upon the roof at any time without the express prior approval of Landlord.

n. Neither Tenant, its agents nor its employees shall solicit business in the parking area or other common areas, nor shall Tenant, its agents or its employees, distribute or display any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area, or in other common areas. If any such materials are distributed, Tenant shall pay Landlord for the cost of cleanup.

o. There shall be no commercial use of any of the common area without the prior written consent of the Property Manager.

Back Print

Leon County
Board of County Commissioners
Cover Sheet for Agenda #13

May 14, 2013

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

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

Fiscal Impact:

This item has a fiscal impact. The Capital Region Young Men's Christian Association, Inc. (YMCA), a tenant at the County-owned Lake Jackson Town Center at Huntington, has an

outstanding lease payment balance of $54,928. Staff has been working with the YMCA on payment options that would resolve the outstanding balance, which include, but are not limited to, rent deferment, abatement, and reduction.

Staff Recommendation:

Option #1: Authorize staff to renegotiate the 2012 Lease Agreement with the Capital Region Young Men's Christian Association, Inc. (YMCA) for space at Lake Jackson Town Center at Huntington.

Report and Discussion

Background:

The County's long-standing community partnership with the YMCA reflects the Board's commitment to support and foster programs that enhance the quality of life in the community. The YMCA has worked with the County's Parks and Recreation Division to host local youth sporting events that promote youth development, healthy living, and social responsibility.

In June 2012, Leon County executed a lease agreement with the YMCA, comprising of 8,100 square feet of net rentable space, located at the County-owned Lake Jackson Town Center at Huntington where the organization has been located since prior to the County's purchase of the property (the "2012 Lease Agreement") (Attachment #1). At the Lake Jackson Town Center at Huntington, the organization provides a wide variety of program services such as youth sports, personal training, and senior potlucks. The 2012 Lease Agreement provided an annualized full-service rental rate of $5,231 monthly, which consists of a below-market base rent of $4.25 per square foot, plus an operating expense rate of $3.50 per square foot, for a three-year period with two optional continuation periods of three years. This offered the YMCA the option of leasing the premises for up to nine years. For each successive 12-month rental period, including the continuation periods, the base rental rate will increase by 3% and the operating expense rate would reflect the actual operating expenses paid by the County for the previous rental period just ended.

Analysis:

Shortly after the execution of the 2012 Lease Agreement, the YMCA experienced a transition in leadership with the resignation of its CEO. Additionally, the organization has faced significant financial challenges, due primarily to the economic downturn. As a result, the YMCA has had difficulty in making its lease payments to the County. Since the execution of 2012 Lease Agreement, the organization has made a single payment of $2,616; and, currently has an outstanding balance of $54,928.

Issues concerning the YMCA falling behind in its payment of rent began before the County purchased the Lake Jackson Town Center at Huntington in October 2009 and have continued, as discussed in the June 26, 2012 agenda item (Attachment #2). Efforts to help alleviate its financial difficulties have included the YMCA's attempts to sell a portion of the land it owns in Wakulla County.

Keeping in mind the County's long-standing relationship with the YMCA, staff has continued to work with the organization the past several months to address the current outstanding lease payment balance. Additional time and opportunities have been afforded to the YMCA to make payments, to ensure that there is not a disruption in programs and services the organization provides to the community.

Staff recently met with the YMCA's new CEO, at which time the organization proposed a 50% reduction of its lease payments for a six-month period ($2,616 per month from April to September 2013), and then return to full lease payment of $5,231 a month beginning October 2013, at which time the organization anticipates that it will be able to meet its payment obligations. The YMCA further proposed that in September, 2013, the YMCA and Leon County will determine the status of the outstanding rent balance, which is currently $54,928, and a resolution of this balance. A copy of the YMCA's April 11, 2013 proposal is provided as Attachment #3.

In order to move forward, staff is seeking Board authorization to renegotiate the 2012 Lease Agreement with the YMCA to determine the most appropriate long-term solution to the organization's lease at the Lake Jackson Town Center at Huntington. Such options may include rent deferment, abatement, and reduction. Additionally, terms for paying the outstanding lease balance would be included in the lease renegotiation discussions, perhaps through a monthly payment plan. A proposed re-negotiated lease agreement with the YMCA would be brought before the Board for its consideration.

Alternatively, pursuant to the terms of the 2012 Lease Agreement, the Board may choose to determine that staff has exhausted its attempts to resolve the organization's outstanding accrued rent balance, and exercise the County's right to terminate the lease and have the organization vacate the property.

Options:

1. Authorize staff to renegotiate the 2012 Lease Agreement with the Capital Region Young Men's Christian Association, Inc. (YMCA) for space at Lake Jackson Town Center at Huntington.
2. Consistent with the terms of the 2012 Lease Agreement, direct staff to exercise the County's right to terminate the lease agreement with Capital Region Young Men's Christian Association, Inc. (YMCA) and move to have YMCA vacate the property.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Lease Agreement Between Leon County and the Capital Region Young Men's Christian Association, Inc., Dated July 3, 2012
2. June 26, 2012 Agenda Item #12, excluding attachments
3. April 11, 2013 Correspondence from YMCA CEO Ray Purvis

Back Print

Capital Region YMCA/Leon County

Northwest YMCA Proposal

The Capital Region YMCA appreciates the partnership we enjoy with Leon County at the Huntington Oaks shopping plaza. We would like to continue this reciprocal relationship in the future. After comprehensive dialogue with Leon County, and with the executive committee of our Capital Region Board, please find below the primary tenets of our proposal to Leon County for our tenancy at Huntington Oaks. Please contact me if you have further questions.

- The YMCA shall pay 50% of normal rent for six (6) months through September, 2013.
- The YMCA shall resume 100% rent payments starting October, 2013.
- Given substantial revenue and safety limitations imposed by the repairs to the parking lot, Leon County will forgive the rent amounts owed for June and July 2013.
- The YMCA and Leon County negotiate further debt forgiveness on the outstanding rent amount through administrative processes.
- If any outstanding rent remains, the YMCA would commence partial payments of $500 monthly starting January, 2013, in addition to our regular monthly rent payments until the back rent is paid in full.

Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Division of Real Estate
1907 South Monroe Street
Tallahassee, Florida 32301
(850) 606-5021

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

July 23, 2013

Mr. Ray Purvis
Capital Region YMCA
2001 Apalachee Parkway
Tallahassee, FL 32301

RE: Northwest YMCA Proposal

Ray,

Thank you for contacting me on July 15th regarding our negotiations of solutions for the YMCA outstanding lease balance. I have reviewed this proposal with the Director of Facilities Management (Tom Brantley), and together we respond with the following comments:

1. We cannot agree to any further lease reductions in regards to the lease agreement for this space. The YMCA is delinquent on the large majority of rent payments owed to Leon County under the current lease. If the YMCA continues to make the partial payments of reduced rent through September 2013, as required by the current lease, the outstanding balance of rent owed to Leon County on September 30, 2013 will be $59,838.19. Given the past history of payment issues with the YMCA and the current amount of outstanding rent due, we are not comfortable considering any further reductions of rent.

2. We agree that the YMCA is scheduled to start paying the full rent amount of $5,317.31 in October 2013. This is already a stipulation of the current lease agreement Year-2. Furthermore, the noted rental rate is further scheduled to continue to increase at the amount of 3% per year thereafter.

3. We deny that any safety or revenue limitations have been imposed by the County's improvements currently being performed to the shopping center parking lot. The YMCA should be well aware that the current lease agreement that exists between us provides for landlord improvements to be performed.

Furthermore, the County has complied with its responsibilities under lease agreement as follows:

a. The YMCA parking capacity has not reduced by the County's construction activities. While it may not be as convenient for patrons of the YMCA to park farther away and walk to the business, the right of the County to perform improvements of its property is reserved under the lease agreement.

b. The Division of Facilities Management has taken every safety precaution advised by the Leon County Office of Risk Management, who has been inspecting this project regularly (weekly), and relayed their instructions to the contractor.

c. Every tenant of the property was notified by the Division of Facilities Management at the start of construction to alert us if any problems were experienced during the construction process. This was so that we might rectify these situations immediately. As of the receipt of the YMCA's proposal on July 15th, neither Facilities Management or Real Estate had received any prior complaints from the YMCA, its members, nor any of the other tenants of this property (or patrons) regarding any access limitations or safety considerations at the shopping center parking lot. Your proposal to us last week was basically the first time we have been notified of any such issues. However, we have since inspected the property and determined construction activities to be safe, and the temporary parking accommodations to be reasonable and according to the stated requirements of our lease agreement.

d. The contractor working on the project has taken every precaution necessary to protect the patrons of shopping center from any hazards imposed by the construction activities. The Division of Facilities Management has likewise monitored the contractor's progress on a weekly basis to insure that all of the proper warning signs and safety barriers have been in place to protect patrons of the shopping center while areas of the parking lot have been under construction.

For the reasons noted, YMCA rent payments due for the months of June and July 2013 cannot be forgiven.

4. The YMCA's proposal to repay the outstanding rent balance at an additional $500 per month is not reasonable. Under this approach, it would take the YMCA approximately 120 months to repay all of its outstanding rent to the County. This is not an acceptable term for repayment. The County expects for the YMCA to repay all of the outstanding rent within a reasonable period of time, and for this to be agreeable to both parties. During our first meeting on May 29th it was presented that the YMCA must insist upon a new 36 month initial lease term for YMCA business reasons. However, if the YMCA should decide to leave the shopping center after the initial 36 months term, a large portion of its outstanding balance would not be satisfied by the proposed additional payments of $500 per month. The County's position is that all outstanding rent must be repaid by the end of any new initial lease term. Therefore, at the 36-month term requested by YMCA, additional payments of $1,662 would be required on top of the normal scheduled rents going forward.

In closing, I am available to continue negotiations with you at your convenience. Please call me to set up a time to further discussions regarding terms that will be reasonable for both parties involved. I look forward to speaking with you soon. However, please also consider that time is of the essence in this matter.

Regards,

Graham Stewart

Leon County
Board of County Commissioners

Notes for Agenda Item #21

Leon County
Board of County Commissioners

Cover Sheet for Agenda #21

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Determination of FY 2014 Expenditures Associated with the Five-Cent Gas Tax

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

Fiscal Impact:

This item has a fiscal impact. Currently the FY 2014 Tentative Budget contemplates the imposition of the five-cent gas tax. The County's $2.0 million share of the funds is currently appropriated in a transportation capital project reserve fund. The Board could choose to use any or all of these funds to reduce the current $2.8 million general revenue subsidy to the transportation program. Alternatively, this item offers options to allocate a portion of the funds to address the highest priority transportation needs. Any funds used to reduce the subsidy would also allow for a reduction in the amount of general fund balance used to balance the current FY 2014 tentative budget. As authorized by the Board at the July 28, 2013 budget workshop, the FY 2014 tentative budget currently appropriates $5.1 million in general fund balance.

Staff Recommendation:

Board direction.

Report and Discussion

Background:
In order to address a portion of the $8.78 million budget shortfall, at the July 8, 2013, budget workshops the Board took a deliberate, necessary and reasoned approach to balancing the FY 2014 tentative budget. The tentative budget was balanced using a combination of budget reductions, fund balance appropriation and new revenues. As part of this strategy, the Board authorized staff to negotiate with the City of Tallahassee regarding the implementation of the five-cent gas tax. While state law requires a super majority vote by the Board to impose this tax, the law also requires that the proceeds from the tax be shared with municipalities within a County. Based on this requirement, the Board authorized staff to negotiate an agreement with the City of Tallahassee to share the revenue proceeds evenly.

The City of Tallahassee approved entering into an interlocal agreement regarding the five-cent gas tax with the County at their July 10 meeting (Attachment #1). The interlocal provides for sharing the revenue 50/50, which would provide each government $2 million in FY 2014 and approximately $2.5 million each year thereafter (Note: the first year the tax commences in January and, therefore, is only collected for three-quarters of a fiscal year.)

At the July workshop, the Board also decided to determine at a future meeting whether revenue from the five-cent gas tax would be used to reduce the general revenue subsidy to the transportation program and/or be used to meet high priority transportation capital infrastructure needs. This item provides the Board various options for the use of these funds.

Currently, the FY 2014 tentative budget allocates the $2 million in a capital reserve account for future allocation. A Public Hearing on the five-cent gas tax is scheduled for September 17, 2013 at 6:00 PM.

History of Transportation Fund:
The Transportation Trust Fund is a special revenue fund established by Section 129.02, Florida Statutes. Major revenue sources for the Transportation Fund include proceeds from state and local gas taxes. The fund is used to account for revenues and expenditures restricted to the maintenance and construction of roads and bridges.

Until FY 2004, the Transportation Trust Fund was self-supporting with the revenues generated from State and local gas taxes; however, beginning in FY 2005 the fund received $154,000 in general revenue support, which increased to $1.9 million in FY 2007. For FY 2008, the Board was able to reduce the subsidy to the fund by $897,955 largely due to the elimination of the Tharpe Street capital project, which allowed for the transfer of resurfacing projects from the transportation trust fund to the local option infrastructure sales tax. Also, this project cancellation allowed transportation fund dollars, previously used for capital projects, to fund maintenance, and allow for a reduction in the general revenue subsidy.

Due to declining gas tax revenues associated with a recession economy and the emphasis on fuel-efficient cars, the subsidy was increased in FY 2009 to $2.3 million, a level sustained in the FY 2010 budget. Through personnel cost savings from a Public Works department-wide reorganization and county-wide efforts to avoid operating cost increases, the general revenue subsidy has remained at a relatively consistent level since FY10.

Additionally, over the past 3-5 years, demand for continuing road maintenance has increased due to Blueprint 2000 and FDOT road improvements, and widening projects such as: Capital Circle Southeast, Capital Circle Southwest, Capital Circle Northwest, and Mahan Road. The impact of these projects, with wider roads, newly constructed medians and aesthetic improvements to road shoulders, has placed a strain on the limited existing operation and maintenance budgets, requiring an increase in the general revenue subsidy for the continuing maintenance of these projects.

Based on Board action at the July 8, 2013 budget workshop, the tentative budget also includes $2.0 million budgeted for the County's portion of the five-cent gas tax in a capital reserve account. Should the Board approve the implementation of the tax at the September 17, 2013 scheduled public hearing, these funds could be used to reduce the general revenue subsidy to the transportation program, and/or provide additional capital funding for transportation projects. Any of the funds used to reduce the subsidy to the program, would reciprocally reduce the amount of general fund balance needed to balance the FY 2014 tentative budget. In addition to reducing the fund balance required to balance the budget, the actual FY 2014 tentative budget would be reduced.

Analysis:

Section 336.025(1)(b)3, Florida Statutes, provides for limiting the use of the 5th-cent local option fuel tax revenue to transportation related expenditures. Specifically, the five-cents can be used for:

1. Transportation expenditures needed to meet the requirements of the capital improvements elements of the Tallahassee/Leon County 2030 Comprehensive Plan, including the construction and resurfacing of existing roads for such projects included therein, and,
2. Transportation expenditures needed to meet immediate local transportation problems and for other transportation related expenditures that are critical for building comprehensive roadway networks in the county.

Staff has reviewed the limitation imposed on the use of the tax with the County Attorney's Office and finds that the 5th-cent can be expended in the following seven categories:

1. Public transportation operations and maintenance;
2. Right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment;
3. Roadway and right-of-way drainage;
4. Street lighting installation, operation, maintenance, and repair;
5. Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance and repair;
6. Bridge maintenance and operation; and

7. Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks. The permissible expenditures identified, however, do not include routine maintenance of roads.

Based upon this analysis, staff has identified approximately $4.7 million in statutorily permissible maintenance related operating costs that could be paid for with the proceeds from the five-cent gas tax. In addition, just reviewing the County's needs for sidewalks and intersection improvements, projects in the amount of $71.0 million have been identified as eligible expenses for the five-cents.

The $2.0 million that would be generated by the 5th-cent in FY 2014, and the $2.5 annually thereafter, will not cover the identified operation and maintenance expenses or the County's capital transportation needs. The options for allocating the County's portion of the five-cents are:

1. Utilize the entire share of the County's portion of the five-cents to reduce the general revenue subsidy to the transportation program, thereby reducing the amount of fund balance used to balance the general fund. Currently, the Board has tentatively allocated $5.1 million in general fund balance to balance the FY 2014 budget. Allocating an additional $2.0 million in gas tax revenue to the transportation fund would allow for a reciprocal reduction in general fund balance allocation from the current $5.1 million to $3.1 million. This would also reduce the FY 2014 tentative budget by $2.0 million from the current tentative $223.4 million to $221.4 million. This would amount to a 0.8% reduction from the FY 2013 adopted budget. As presented, the FY 2014 tentative budget is 0.15% more than the FY 2013 budget.

2. Allocate 100% of the $2.0 million to capital projects. This would leave the FY 2014 tentative budget at its current $223.4 million and allow for the funding of additional projects as identified by the Board. If the Board chooses this option, an agenda item regarding high priority transportation capital funding would be brought the Board for consideration in early FY 2014.

3. Allocate half of the 5th-cent to operation and statutorily permissible maintenance needs, and half to capital construction. This option would reduce the FY 2014 budget by $1.0 million and require that only $4.1 million in general fund balance be used to balance the FY 2014 tentative budget. The remaining funds could be allocated to high priority transportation needs. Staff would bring back an agenda item to the Board in early FY 2014 to determine the capital expenditure allocation. This would also reduce the FY 2014 tentative budget by $1.0 million from the current tentative $223.4 million to $222.4 million. This would amount to a 0.4% reduction from the FY 2013 adopted budget. As presented, the FY 2014 tentative budget is 0.15% more than the FY 2013 budget.

4. Similar to option #3, split the proceeds between operating and capital expenditures at another percentage as determined by the Board.

Summary

As recently as FY 2004, the Transportation Trust Fund was self-supporting with revenues generated from State and local gas taxes. Since then, due to a recession economy, the high price of gas, and an emphasis on fuel efficient cars, revenues have struggled to keep pace with the rising costs of road maintenance materials and supplies and the increased additional continuing road maintenance demands. Furthermore, past strategies like the elimination of capital projects such as Tharpe Street and the utilizing the associated funding to support road repaving are no longer an option.

Today, the transportation fund is currently operating with a significant subsidy from general revenue and there are still unmet transportation maintenance needs that exist within the County. The transfer of Mahan Road, Capital Circle NW and SW road maintenance over the next 3 years will only increase the general revenue subsidy and the demand on the limited existing maintenance budget. An increase in the available dollars provided through the 5th-cent local option gas tax would allow the County to address the transportation demands, and/or fund some high priority transportation capital projects, such as sidewalks.

Options:

1. Direct staff to allocate the County's portion of the five-cent gas tax ($2.0 million) to statutorily permissible operation/maintenance expenses, reduce the general revenue subsidy to the transportation program by the same amount, and reduce the amount of general fund balance allocation in the FY 2014 budget from $5.1 million to $3.1 million
2. Direct staff to allocate the County's portion of the five-cent gas tax ($2.0 million) in the transportation capital improvement fund, and bring back an agenda item early in FY 2014 that provides capital project options for the Board.
3. Direct staff to allocate the County's portion of the five-cent gas tax ($2.0 million) between statutorily permissible operating and capital expenditures at a $1.0 million each. Any funds allocated to transportation operating expenditures would be used to reduce the general revenue subsidy to the transportation fund, and reduce the amount of general fund balance used to balance the FY 2014 tentative budget. Direct staff to bring back an agenda item early in FY 2014 that provides capital project options for the allocation of the $1.0 million.
4. Direct staff to allocate the County's portion of the five-cent gas tax ($2.0 million) between operating and capital expenditures at a percentage to be determined by the Board. Any funds allocated to transportation operating expenditures would be used to reduce the general revenue subsidy to the transportation fund, and reduce the amount of general fund balance used to balance the FY 2014 tentative budget. Direct staff to bring back an agenda item early in FY 2014 that provides capital project options for the Board to consider.
5. Board direction.

Recommendation:

Board direction.

Attachment:

1. Draft Interlocal Agreement with the City of Tallahassee regarding the sharing of the 5th-cent gas tax.

INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA, AND THE CITY OF TALLAHASSEE PROVIDING FOR THE DISTRIBUTION AND USE OF THE PROCEEDS OF THE 5TH - CENT LOCAL OPTION FUEL TAX

This Interlocal Agreement is made and entered into as of this _____ day of September, 2013, by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida (the "County") and the City of Tallahassee, Florida, a Florida municipal corporation (the "City"), collectively the "Parties."

RECITALS

WHEREAS, Section 206.41(1)(e), Florida Statutes, provides for the imposition of the 5th-cent local option fuel tax, on motor fuel by each county; and

WHEREAS, Section 336.025(1)(b), Florida Statutes, provides that there may be levied a 5th-cent local option fuel tax upon every gallon of motor fuel sold in a county by extraordinary vote of the membership of a county's governing body; and

WHEREAS, Section 336.025(1)(b)3., Florida Statutes, provides for the use of the 5th-cent local option fuel tax revenue received pursuant to this Section, and describes those transportation related uses which are permitted; and

WHEREAS, the Board of County Commissioners has determined that there is a critical and immediate need for the revenue to be generated by the 5th-cent local option fuel tax; and

WHEREAS, Section 336.025(b)2., Florida Statutes, provides that the County and City may enter into an interlocal agreement to determine the distribution formula of local option fuel tax revenues; and

WHEREAS, the Parties desire to designate the use of the monies received pursuant to Section 336.025(1)(b)3., Florida Statutes, and designate transportation expenditures consistent with that Section.

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

Section 1. Distribution of 5th-Cent Local Option Fuel Tax Revenue. The monies received pursuant to the 5th-Cent Local Option Fuel Tax, less any sums retained by the State of Florida, Department of Revenue for costs of collection, shall be distributed Fifty Percent (50%) to the County and the remaining Fifty Percent (50%) to the City.

Section 2. Utilization of 5th-Cent Local Option Fuel Tax Revenue.

A. The County shall utilize all monies received pursuant to the 5th-Cent Local Option Gas Tax for transportation expenditures consistent with and pursuant to Section 336.025(1)(b)3., and (7), Florida Statutes.

B. The City shall utilize all monies received pursuant to the 5th-Cent Local Option Gas Tax for transportation expenditures consistent with and pursuant to Section 336.025(1)(b)3., and (7), Florida Statutes.

Section 3. Review by Parties. Representatives of the Parties shall meet periodically, but not less than annually, to review the method of distribution of the 5th-Cent Local Option Fuel Tax revenues and use of such revenues by the Parties.

Section 4. Miscellaneous Provisions.

A. Amendments. The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Interlocal Agreement, in accordance with general law.

B. Assignment. The Parties agree not to assign this Interlocal Agreement to a third-party without the prior written consent of the other Party.

C. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against all liabilities, damages, costs and expenses, including but not limited to a reasonable attorney's fee, to the extent the same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers, or employees, in the performance of this Interlocal Agreement. The liability of each party, as set forth in this Paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Paragraph shall be deemed to alter said waiver or to extend the liability of a party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the indemnifying party may be entitled.

D. Conflict Resolution.

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

2. Should the Parties be unable to reconcile any dispute, the appropriate City and County personnel shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is

received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision, in writing, to the City Manager and County Administrator. If they are unable to reconcile their dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting of the City Manager and County Administrator at their earliest opportunity, but in any event within 20 days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

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

4. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise.

If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

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

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

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

E. Notice. If written notice to a Party is required under this Interlocal Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the County as follows:

County Administrator
Leon County Courthouse
5th Floor
301 S. Monroe Street
Tallahassee, FL 32301

and to the City as follows:

City Manager
City Hall
300 S. Adams Street, Box A-21
Tallahassee, FL 32301

F. Choice of Law, Venue, and Severability. This Interlocal Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Interlocal Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Interlocal Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

Section 5. Notification of Department of Revenue. By October 1, 2013, the Clerk of the Board of County Commissioners shall notify the Florida Department of Revenue of the rate of the taxes levied by the County Ordinance imposing the 5th Cent Local Option Fuel Tax, and shall provide the Department of Revenue with a certified copy of this Interlocal Agreement.

Section 6. Effective Date. The effectiveness of this Interlocal Agreement is specifically conditioned upon the Board of County Commissioners adopting an ordinance imposing the 5th-Cent Local Option Fuel Tax prior to October 1, 2013. This Interlocal Agreement shall be effective commencing January 1, 2014.

IN WITNESS WHEREOF, the Parties caused this Interlocal Agreement to be executed by their duly authorized representatives this _____ day of September, 2013.

CITY OF TALLAHASSEE

By:_____
Mayor John Marks

ATTEST:

By:_____
James O. Cooke, IV, Treasurer-Clerk

APPROVED AS TO FORM:
City Attorney's Office

By:_____
Lewis E. Shelley, Esq.
City Attorney

LEON COUNTY, FLORIDA

By:_____
Nicholas Maddox, Chairman
Board of County Commissioners

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

By:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Leon County
Board of County Commissioners

Notes for Agenda Item #22

Leon County
Board of County Commissioners

Cover Sheet for Agenda #22

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of Full Board Committee Appointments to the Community Development Block Grant Citizens Advisory Task Force and Investment Oversight Committee

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

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Reappoint Theodore Pye and Derry Williams to the Community Development Block Grant Citizens Advisory Task Force.

Option #2: Reappoint Stan Barnes and Michael Kramer to the Investment Oversight Committee.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for Advisory Committee appointments by having a General Business item prepared for full Board appointments.

Analysis:

Community Development Block Grant Citizens Advisory Task Force

Purpose: To assist with Community Development Block Grant program planning, implementation, assessment and oversight.

Composition: Members serve four-year terms, expiring September 30. The membership consists of ten members; seven Housing Finance Authority members and three full Board appointments of low-income residents of unincorporated Leon County (Attachment # 1).

Vacancies: The terms of Theodore Pye and Derry Williams expire September 30, 2013. Both members are eligible and recommended for reappointment (Attachment #2).

Table 1: Community Development Block Grant Citizens Advisory Task Force

Vacancies	Applicant	Recommended Action
Low-income resident of unincorporated Leon County	Theodore Pye	Full Board makes reappointment.
Low-income resident of unincorporated Leon County	Derry Williams	Full Board makes reappointment.

Investment Oversight Committee

Purpose: Reviews and recommends changes in investment practices of Leon County; reviews the County's portfolio activity for compliance with the investment plan; reviews investment policies and makes recommendations to the Board for amendments.

Composition: Members serve three-year terms, expiring July 31. The membership consists of five members; three appointed members – two from the Board and one from the Clerk's office, the County Administrator or designee, and the Clerk of Courts or designee (Attachment #5).

Vacancies: The terms of Stan Barnes and Michael Kramer expired July 31, 2013. Both members are eligible and recommended for reappointment (Attachment #6).

Table 2: Investment Oversight Committee

Vacancies	Applicant	Recommended Action
Board appointment	Stan Barnes	Full Board makes reappointment.
Board appointment	Michael Kramer	Full Board makes reappointment.

Options:

1. Reappoint Theodore Pye and Derry Williams to the Community Development Block Grant Citizens Advisory Task Force.
2. Reappoint Stan Barnes and Michael Kramer to the Investment Oversight Committee.
3. Continue the appointments to a future date.
4. Board direction.

Recommendation:
Options #1 and #2.

Attachments:

1. Eligibility and Criteria - Community Development Block Grant Citizens Advisory Task Force
2. Email from Lamarr Kemp, Housing Services
3. Eligibility and Criteria – Investment Oversight Committee
4. Letter from Clerk Bob Inzer regarding the reappointment of Stan Barnes and Michael Kramer

Community Development Block Grant Citizen's Task Force

Responsibility:
1. To assist with CDBG program planning, implementation, assessment and oversight
2. Counsel and advise the Leon County Housing Program
3. Assist in the development of new programs
4. Advocate for citizens by setting up and monitoring a grievance procedure

Created By:
Ordinance approved 2/8/1994
Housing Finance Authority

Appointments:
10 Members

7 - Members of the HFA
3 - BCC appointments - low-income residents of unincorporated Leon County

Terms:
Four-year terms expiring on September 30.

Eligibility Criteria:
All members of the Housing Finance Authority and one additional member who is a low-income resident in unincorporated Leon County.

Schedule:
Quarterly meetings - March, June, September & December,
First Thursday from 11:30 a.m. to noon

Contact Person/Staff:
Mr. Lamarr Kemp, Housing Services Director
Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310
606-1900
606-1901 - Fax
email: kempl@leoncountyfl.gov

Members:

Sharkey, Jeffrey Capitol Alliance Group	Begin Term: 7/12/2011 End Term: 9/30/2013 Type: unexpired term	Original Date: 7/12/2011 Appointed by: Nick Maddox, At-large	Notes: HFA Member Email: jeff@capitolalliancegroup.com
Pye, Theodore	Begin Term: 4/13/2010 End Term: 9/30/2013 Type: four years	Original Date: 4/13/2010 Appointed by: Board of County Commissioners	Notes: Category: Citizen of low to moderate income who lives in unincorporated Leon County Email: tpye@afscmefl.org
Williams, Derry	Begin Term: 5/25/2010 End Term: 9/30/2013 Type: four years	Original Date: 5/25/2010 Appointed by: Board of County Commissioners	Notes: Category: Citizen of low to moderate income who lives in unincorporated Leon County Email: derrywilliams29@yahoo.com
Milon, Gail	Begin Term: 9/22/2009 End Term: 9/30/2013 Type: four years	Original Date: 9/22/2009 Appointed by: Bill Proctor, District 1	Notes: HFA Member Email:gmilon@metlife.com
Stucks, Allen	Begin Term: 10/14/2011 End Term: 9/30/2015 Type: four years	Original Date: 12/14/2010 Appointed by: Jane G. Sauls, District 2	Notes: HFA Member Email: stucksfam@comcast.net
Gaver, Patrick Branch Banking & Trust	Begin Term: 1/29/2013 End Term: 9/30/2016 Type: unexpired term	Original Date: 4/10/2010 Appointed by: Mary Ann Lindley, At-large I	Notes: HFA Member Email: pgaver@bbandt.com
Lewis, Thomas	Begin Term: 4/9/2013 End Term: 9/30/2016 Type: unexpired term	Original Date: 4/9/2013 Appointed by: Bryan Desloge, District 4	Notes: HFA Member Email: nupe1963@aol.com

Richardson, Lila	Begin Term: 10/23/2012 End Term: 9/30/2016 Type: four years	Original Date: 1/1/2004 Appointed by: Board of County Commissioners	Notes: Represents low-income resident in unincorporated Leon County
Rogers, Mike	Begin Term: 10/23/2012 End Term: 9/30/2016 Type: unexpired term	Original Date: 8/23/2011 Appointed by: Kristin Dozier, District 5	Notes: HFA Member Email: mrogers@comcast.net

From: Lamarr Kemp
To: Coble, Christine
Date: 8/13/13 4:07 PM
Subject: CDBG CATF Re-Appointments

This email is my written recommendation for re-appointment to the Community Development Block Grant Fund Citizen Advisory Task Force Committee for Ms. Derry Williams and Theodore Pye, whose terms currently expire September 30, 2013.

Lamarr D. Kemp, Sr., MBA
Director of Housing Services
Leon County Division of Housing Services
918 Railroad Avenue
Tallahassee, Florida 32310
Ph: 850-606-1916
Fax: 850-606-1901
KempL@leoncountyfl.gov
"People Focused, Performance Driven"

Investment Oversight Committee

Responsibility:
CDS - Cash Disbursement Schedule (adoption of this schedule should be approved no later than the last regularly scheduled meeting in September). Quarterly Performance Report should be submitted to the Board 30 days after the close of each quarter. Reviews and recommends changes in investment practices of Leon County; reviews the County's portfolio activity for compliance with the investment plan; reviews investment policies and makes recommendations to the Board for amendments.

Created By:
Chapter 2, Article VII, Section 2-256, Code of Laws (Ord. 93-3, 4/13/1993)

Appointments:
Three appointed members:
2 - BCC
1 - Clerk
County Administrator or designee, Ex-officio (voting)
Clerk of Courts or designee, Ex-officio (voting)
Clerk's Finance Director - provides investment advisory services - Not appointed, non-voting

Terms:
Initial terms were staggered one, two and three years; thereafter, all terms are three years. Members may serve initial terms and are subject to two reappointments. Terms expire July 31.

Eligibility Criteria:
Appointed members shall not be employed by any office of Leon County government and shall be residents of Leon County; shall have documented expertise in finance and investments. Appointed members may not engage in any private financial dealings with the County, directly related to the County's Investment operations during their tenure on the committee and for a period of two years thereafter.

Schedule:
As needed, but at least quarterly in February, May, August and November. Meetings usually held 12:30-1:30 pm in Finance Conference Room 450 on the 4th floor of the Banlk of America Building, 315 S. Calhoun St

Type of Report:
Quarterly Performance Report should be submitted to the board 30 days after the close of each quarter.

Contact Person/Staff:
Betsy Coxen, Interim Finance Director
577-4020

Meeting Information:
Rebecca Vause, Finance
577-4168
email: rlvause@leoncountyfl.gov

Members:

Inzer, Bob Clerk of the Court	Begin Term: 7/31/2012 End Term: 7/31/2015 Type: three years	Original Date: 7/31/2000 Appointed by: Bob Inzer, Clerk	Email: BBInzer@leoncountyfl.gov
Garland, Marvin M The LSCU Service Corporation	Begin Term: 7/14/2010 End Term: 7/31/2013 Type: three years	Original Date: 11/16/2007 Appointed by: Bob Inzer Clerk	Email: Marvin.Garland@myleverage.com
Rosenzweig, Alan Deputy County Administrator Director	Begin Term: 7/13/2010 End Term: 7/31/2016 Type: three years	Original Date: 7/31/2000 Appointed by: County Administrator's designee	Email: rosenzweiga@leoncountyfl.gov
Barnes, Stan Allen Mooney & Barnes Investment Advisors	Begin Term: 7/13/2010 End Term: 7/31/2013 Type: three years	Original Date: 7/11/2007 Appointed by: Board of County Commissioners	Email: stan.barnes@ambwealth.com
Kramer, Michael	Begin Term: 7/13/2010 End Term: 7/31/2013 Type: three years	Original Date: 7/13/2010 Appointed by: Board of County Commissioners	Email: mkramer05@comcast.net

Bob Inzer
Clerk of Circuit Court
WWW.CLERK.LEON.FL.US

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

June 17, 2013

Leon County Board of County Commissioners
301 S. Monroe Street, 5th Floor
Tallahassee, FL 32301

Dear Commissioners:

In connection with your July appointments for the Investment Oversight Committee (IOC), we request that you reappoint the current members. The following members are eligible to serve an additional term:

Name	Employer	Title	Telephone
Stan Barnes	Allen Mooney & Barnes Investment Advisors, LLC	Investment Advisor	850.894.2930
Michael Kramer	Desloge Home Oxygen & Medical Equipment	COO/CFO	850.656.8900

If you have any questions or would like additional information please let me know.

Sincerely,

Bob Inzer
Clerk of Court

Leon County
Board of County Commissioners

Notes for Agenda Item #23

Leon County
Board of County Commissioners

Cover Sheet for Agenda #23

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: First and Only Public Hearing on a Proposed Ordinance Entitled "Refueling Assistance for Persons with Disabilities"

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	N/A
Lead Staff/ Project Team:	LaShawn D. Riggans, Assistant County Attorney Laura M. Youmans, Assistant County Attorney

Fiscal Impact:
This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the First and Only Public Hearing and adopt proposed Ordinance Entitled "Refueling Assistance for Persons with Disabilities" (Attachment #1).

Report and Discussion

Background:
Individuals with disabilities may find it difficult or impossible to obtain gas for their vehicles because they are unable to use the controls, hose, or nozzle of a self-serve gas pump thereby requiring assistance from the service stations/convenience store. The Americans with Disabilities Act (ADA) requires gas stations, including those offering self-service, to provide equal access for their customers with disabilities. Currently, State law requires that full-service gas stations provide pumping assistance if it offers self-service fuel at a lower price. However, there are no statewide rules addressing fueling assistance at self-serve stations.

Local governments in several states have adopted measures to further assist persons with disabilities in refueling their vehicles by adopting ordinances similar to the attached draft Ordinance. In the State of Florida, Hillsborough County and Pasco County have adopted ordinances to assist disabled persons with refueling their vehicles.

The proposed Ordinance was initially brought before the Board at its regularly scheduled meeting on October 9, 2012. At that time, the Board voted to schedule the first and only public hearing on the proposed Ordinance for Tuesday, November 13, 2012. During the public hearing on November 13, 2012, J.R. Harding addressed the Board and requested that the Board place additional requirements in the Ordinance. It was requested that service stations be required to not only post the local store phone number, but also the hours that the service station will have more than one employee available to provide assistance. Mr. Harding also suggested that service stations be required to have a viable means for two-way communication between the disabled customer and the store employee. After hearing the suggestions from Mr. Harding and with some discussion from the Commissioners, Commissioner Proctor moved that the item be continued. The County Attorney's Office was directed to work with Mr. Harding and the industry to bring back a new proposed Ordinance that incorporated the recommendations presented by Mr. Harding.

Since the Board meeting on November 13, 2012, the County Attorney's Office has met with J.R. Harding and has had numerous discussions regarding his recommended additions to the proposed Ordinance. Additionally, we have met with the Executive Director of the Florida Petroleum Marketers and Convenience Store Association (FPMA). The FPMA is opposed to the recommendations made by Mr. Harding due to the financial burden on the business, the lack of practicality of knowing when a station will have more than one person working and the potential litigation stations may face by posting specific hours that may not be able to be adhered to due to unforeseen circumstances.

On July 9, 2013, at a regularly scheduled Board meeting, the Board was presented with two proposed ordinances. The original Ordinance (Attachment #1) that was brought before the Board in October and a second proposed Ordinance, which incorporated the suggestions Mr. Harding brought before the Board during the November 13, 2012 public hearing. The Board voted to schedule the original proposed Ordinance for the first and only public hearing for Tuesday, September 10, 2013.

Additionally, after much discussion and further input from J.R. Harding and Ned Bowman, Executive Director of FPMA, the Board appointed Commissioner Dailey to continue discussions with the interested parties and try to develop a market driven plan that would encourage the industry to go further in removing the refueling barriers for persons with disabilities.

Following the July 9 Board meeting, Commissioner Dailey, along with County staff held meetings with members of the refueling industry and disability community to discuss opportunities for economic incentives that would encourage self-service refueling stations to enhance accessibility and safety at their facilities. The discussions included the availability of federal tax credits and deductions to businesses that improve access to customers with disabilities as well as cost effective approaches that may raise awareness and improve the quality of life for disabled citizens of Leon County.

Analysis:

The regulations implementing the ADA have been interpreted to require gas stations with more than one attendant on duty to provide refueling assistance upon the request of a customer with a disability and to post signs informing customers how to receive assistance. Typically, a driver will honk in an attempt to notify the attendants that he or she needs refueling assistance. However, there may be instances where the attendant is unfamiliar with this protocol or is occupied and unable to provide such assistance.

In an effort to provide greater assistance to persons with disabilities in refueling their vehicles, staff has drafted a proposed Ordinance that will require the placement of a decal displaying the gas station/convenience store's telephone number on gas pumps so that customers with disabilities can call into the gas station/convenience store from their cellular phones to request refueling assistance (Attachment #1). The posted telephone numbers must be operational.

The Ordinance does not duplicate federal or state regulations related to refueling assistance for the disabled. The United States Justice Department and Florida Department of Agriculture are responsible for enforcing the provisions of the ADA and applicable Florida Statutes. The purpose of this Ordinance is to allow for communication between the disabled driver and the gas station attendant, supplemental to the ADA. The Ordinance would be enforced through the County's Code Compliance program and the Code Enforcement Board.

This public hearing has been properly noticed and a copy of the notice of publication is attached as Attachment #2.

Options:

1. Conduct the First and Only Public Hearing and adopt proposed Ordinance Entitled "Refueling Assistance for Persons with Disabilities."
2. Conduct the First and Only Public Hearing and do not adopt proposed Ordinance Entitled "Refueling Assistance for Persons with Disabilities."
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Proposed Ordinance
2. Notice of publication

HWAT/LDR

ORDINANCE NO. 13-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, ARTICLE I OF THE LEON COUNTY CODE OF LAWS, BY CREATING A NEW SECTION 12-10 TO BE ENTITLED "REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES"; PROVIDING FOR FEES; PROVIDING FOR COMPLIANCE WITH STATE AND FEDERAL LAW; PROVIDING FOR CRIMINAL VIOLATIONS AND PENALTIES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Chapter 125, Florida Statutes, authorize Leon County to adopt ordinances to provide for the health, safety and welfare of the citizens of Leon County; and

WHEREAS, the Americans with Disabilities Act (ADA) requires gas stations, including those offering self-service, to provide equal access for their customers with disabilities; and

WHEREAS, Sec. 526.141, Florida Statutes requires that full-service gas stations offering self-service at a lesser price cost to employ an attendant to dispense gasoline from the self-service portion of the station to any motor vehicle displaying permits or license plates approved by the State and indicating that the operator is physically disabled; and

WHEREAS, Sec. 526.141, Florida Statutes, is enforced by the Department of Agriculture and Consumer Services; and,

WHEREAS, the ADA further requires self-service gas stations to provide refueling assistance upon the request of the person with a disability if there is more than one attendant on duty at said station, to advise customers with disabilities that they can obtain this refueling

assistance by honking or otherwise signaling the attendant and that such refueling assistance is provided without any charge beyond the self-service price; and

WHEREAS, the Leon County Board of County Commissioners has become aware that persons with disabilities are still finding it difficult to obtain the gas refueling assistance they need; and

WHEREAS, the Leon County Board of County Commissioners recognizes the need to ensure that persons with disabilities are provided equal access in refueling their vehicles at self-services stations and finds that imposing local regulations on self-service gas stations is the best means of ensuring this equal access; and

WHEREAS, the Leon County Board of County Commissioners recognizes that the public health, safety and welfare of the residents of Leon County will best be served by enacting a Refueling Assistance for Persons with Disabilities ordinance that provides for the regulation of gas station to ensure that persons with disabilities are provided equal access in refueling their vehicles;

BE IT ORDAINED by the Board of County Commissioners of the County of Leon, Florida, as follows, that:

Section 1. Chapter 12, Article I of the Code of Laws of Leon County, Florida, is hereby amended by creating a new Section 12-10 to read as follows:

Sec. 12-10. Refueling Assistance for Persons with Disabilities.

(a) *Purpose*. The purpose of this section is to provide for the regulation of gas stations to ensure that persons with disabilities are provided equal access in refueling their vehicles.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the following meanings, except where the context clearly indicates a different meaning:

Gas Station shall mean a retail establishment open to the public at which motor fuels are sold and dispensed by the customer from fixed dispensing equipment into the fuel tanks of motor vehicles.

Gas Station Retailer shall mean any self-service Gas Station operator or owner.

(c) *Accessibility Requirements.* Within ninety (90) days of the effective date of this ordinance, all Gas Stations shall be required to prominently display a sign, decal, or sticker, on the front of each dispenser fueling position clearly stating the telephone number for that Gas Station, the international symbol of accessibility (ISA), and the wording such as "Call for Assistance" or "Assistance Available Upon Request." The sign, decal, or sticker must also be on a blue background and must display a telephone number that is operational.

(d) *Prohibited Conduct.* It shall be a violation of this ordinance for a Gas Station Retailer or its employees to:

(1) Fail or refuse to prominently display a sign, decal or sticker, as described in subsection (c)(1) Accessibility Requirements, each fuel position not complying with subsection (c)(1) shall constitute a separate violation; or

(2) Fail to ensure the telephone number indicated on the sign, decal, or sticker, is operational during hours the Gas Station is open for business to the public.

(e) *Eligibility of Customers.* In order to receive refueling assistance, the vehicle operator must properly display state issued registration plates or a special decal issued to a physically disabled person and the person to whom the permit has been issued is the operator of the vehicle.

(f) *Notice of Violation.*

(1) Whenever a code inspector finds that a violation of this article has occurred, the code inspector may immediately issue written notice to the person in violation, identifying the nature and location of the violation and specifying that remedial action is necessary to bring the violation into compliance. For purposes of this section, the person in violation shall include the Owner of the site and any and all contractors, agents or other individuals actually violating any of the provisions of this article. The person in violation shall immediately commence remedial action and shall have seven calendar days after the receipt of the notice, or such longer time as may be specified in the notice, to complete all remedial actions required to bring the gas station into compliance with this article..

(2) Multiple violations of this ordinance may be cited on a single Notice of Violation.

(3) A copy of any Notice of Violation issued pursuant to this ordinance shall be served upon the affected persons by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body; or by leaving the notice at the violator's usual place of residence

with any person residing therein who is above 15 years of age and informing such person of the contents of the notice. In addition to providing notice by certified mail, hand delivery or leaving at the person's usual place of residence, notice may also be served by publication once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Leon County, or by posting for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the front door of the Leon County Courthouse. A Notice of Violation may be directed not only to the person owning the land upon which the noncompliance is occurring, but also to the operator of the gas station, or to any person actually physically committing the violation.

(4) Nothing in this section shall be deemed to require Leon County to issue a Notice of Violation prior to referring the matter to the appropriate federal or state agency for criminal prosecution or administrative action or filing such criminal or administrative complaints with state or federal agencies as may be required.

(g) Enforcement by the Code Enforcement Board. If the property owner fails to complete the recommended remedial action within the time allowed after notice, a code inspector may initiate enforcement proceedings before the code enforcement board and obtain an order requiring compliance with this article, and/or may initiate proceedings in the circuit court as provided by general law.

Section 2. **Compliance with State and Federal Law.** Nothing in this ordinance shall be construed to exempt or limit compliance by any person with the State and Federal laws, rules and regulations related to persons with disabilities. Violation of such laws, rules and regulations may be prosecuted as applicable.

Section 3. **Applicability**. It is hereby intended that this ordinance shall constitute a law applicable in all areas of Leon County, Florida.

Section 4. **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.

Section 5. **Effective Date.** This Ordinance shall become effective ninety (90) days from the date of adoption by the Board of County Commissioners.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida this _____ day of _____, 2013.

LEON COUNTY, FLORIDA

By:_____
Nicholas Maddox, Chairman
Board of County Commissioners

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

By:_____

Approved as to Form:
Leon County Attorney's Office

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

NOTICE OF 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, September 10, 2013, 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, ARTICLE I OF THE LEON COUNTY CODE OF LAWS, BY CREATING A NEW SECTION 12-10 TO BE ENTITLED "REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES"; PROVIDING FOR FEES; PROVIDING FOR COMPLIANCE WITH STATE AND FEDERAL LAW; PROVIDING FOR CRIMINAL VIOLATIONS AND PENALTIES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 426
Tallahassee, Florida 32301

Advertise: August 30, 2013

Leon County
Board of County Commissioners

Notes for Agenda Item #24

Leon County
Board of County Commissioners

Cover Sheet for Agenda #24

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Fire Rescue Services Assessment

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

Fiscal Impact:

This item has a fiscal impact; $1,738,508 will be placed on property tax bills as an assessment for FY 2014. Additionally, delinquent assessments (those not paid via city billing in FY 2013 and FY 2012) will be placed on the tax bill. The delinquent total is $169,981, and is included in the previously stated total fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Resolution adopting the non-ad valorem assessment roll for fire rescue services assessments, and authorize the Chairman to certify the roll to the Tax Collector (Attachment #1).

Report and Discussion

Background:
On February 26, 2009, Leon County and the City of Tallahassee entered into an Interlocal Agreement for purposes of administering and funding the provision of fire suppression, fire prevention, and emergency medical services on a countywide basis. The Interlocal Agreement provides for the funding of and payment for fire rescue services by the means of a levy and collection of special assessments upon benefited properties and a fire services fee imposed upon governmental properties.

On June 9, 2009, the Board imposed a fire rescue services special assessment on all properties (with limited exceptions) located within the unincorporated areas of the County, commencing October 1, 2009.

On December 8, 2009, the Board held a public hearing to hear public comments on utilizing the uniform method for collection of the above-referenced fire rescue services special assessments pursuant to Section 197.3632, Florida Statutes, and adopted Resolution No. 09-72 declaring its intent to collect said special assessments under Section 197.3632 (Attachment #1, page 4, Exhibit #1).

On August 21, 2013, the public hearing was noticed in the Tallahassee Democrat (Attachment #2). Additionally, a first class mail notice was sent to each property owner subject to the non-ad valorem assessment for fire rescue services, who has failed to pay the assessment under the billing services provided by the City of Tallahassee, in accordance with the requirements of Section 197.3632(4)(b), Florida Statutes (2013).

Analysis:
Section 197.3632(4), Florida Statutes (2013), requires the Board of County Commissioners adopt a non-ad valorem assessment roll at a public hearing held between January 1 and September 15 of any year in which the County elects to utilize the uniform method of collection for the first time. Under Section 197.3632(9), Florida Statutes (2013), special assessments may be placed on the annual property tax bill as a non-ad valorem assessment irrespective of whether the assessment has previously been collected by another method. The Board has utilized the uniform method for collecting stormwater and solid waste non-ad valorem assessments as well as to collect assessments related to 2/3 paving projects. The amount of the assessment imposed will be payable to the Tax Collector.

The County collects the assessment in three ways: City Utility invoice, quarterly direct bill by the City, and the property tax bill. Since the Fire Rescue Assessment commenced in October 2009, a total of 9,186 property owners have been removed from the quarterly payment system. These property owners either preferred to pay the assessment on their property tax bill or failed to remain current with the quarterly bills. For FY 2014, a total of 883 additional property owners will have the assessment removed from the quarterly payment system and added to their property tax bill. Approximately 44% of the fire rescue assessment collection in unincorporated Leon County that are not on City utilities will be collected by property tax bill. The City will collect the assessment for the other 56% or 11,500 property owners not on City utilities through quarterly billing.

The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners have been compiled and are available for public inspection in the Office of the County Administrator, County Courthouse, 5th Floor Reception area (Attachment #1, page 63, Exhibit #2)

The total estimated collection for the unincorporated area for the FY 2014 fire assessment is $7,139,672 (this includes $5,488,089 collected by the City though utility bills or quarterly billing, and $1,651,583 as an assessment on the County tax bill). This estimate is at 95% of the total budget to account for those who fail to pay quarterly through the City's collection system or receive the discount for early property tax bill payment.

Next year, the City will bill $5,776,936 via City utility bills and quarterly billings, and $1,738,508 will be placed on property tax bills as an assessment for FY 2014. Additionally, delinquent assessments (those not paid via City billing in FY 2012 and/or FY 2011) will be placed on the tax bill. The delinquent total is $169,981. Failure of the Board to adopt the non-ad valorem assessment roll will create a budget impact in the amount of $1,643,338 for FY 2013 and $1,568,527 per fiscal year thereafter.

Options:

1. Conduct the first and only public hearing and adopt the proposed Resolution adopting the non-ad valorem assessment roll for fire rescue services assessments, and authorize the Chairman to certify the roll to the Tax Collector.
2. Conduct the first and only public hearing and do not adopt the proposed Resolution adopting the non-ad valorem assessment roll for fire rescue services assessments.
   (This action would require amendments to the FY 2013/2014 budget.)
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Proposed Resolution Adopting the Fire Rescue Services Non-Ad valorem Assessment Roll and Certification to the Tax Collector (***Due to its voluminous nature, the proposed non-ad valorem assessment roll is available for public review in the Office of the County Administrator, County Courthouse, 301 South Monroe Street, 5th floor reception area)***
2. Notice of Public Hearing

RESOLUTION NO. R13-_____

RESOLUTION OF LEON COUNTY, FLORIDA, ADOPTING THE FIRE RESCUE SERVICES NON-AD VALOREM ASSESSMENT ROLL AND CERTIFYING THE ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on February 26, 2009, Leon County and the City of Tallahassee entered into an Interlocal Agreement for the provision of fire suppression, fire prevention and emergency medical services county-wide commencing October 1, 2009; and

WHEREAS, the Interlocal Agreement by and between Leon County and the City of Tallahassee provides for the funding and payment of fire protection services by means of the levy and collection of special assessments upon benefited property; and

WHEREAS, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of fire rescue services; and

WHEREAS, on June 9, 2009, the Board of County Commissioners adopted a fire rescue assessment rate resolution pursuant to Chapter 7, Leon County Code of Laws, levying and imposing upon each improved parcel of nongovernmental property located within the unincorporated area of the County an assessment in an amount found to be reasonably related to the cost of providing fire rescue services to such property and thereby providing an equitably corresponding special benefit to such property, Exhibit 1 (Resolution 09-16); and

WHEREAS, on December 8, 2009, the Board conducted a public hearing to hear comments on utilizing the uniform method of levy, collection and enforcement of non-ad valorem special assessments; and

WHEREAS, Leon County wishes to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem special assessments for the cost of providing fire protection services to properties located within the unincorporated area of the County as authorized by Section 197.3632, Florida Statutes (2009), imposed and collected annually thereafter until such time as the Board determines, commencing with the Fiscal Year beginning October 1, 2009; and

WHEREAS, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the Tallahassee Democrat advising that a public hearing would take place.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

2. Pursuant to Section 197.3632, Florida Statutes, Leon County hereby adopts the non-ad valorem assessment roll, Exhibit 2, attached hereto and incorporated herein as if fully set forth below. The unit of measurement for the fire rescue services assessment is as set forth in Exhibit 1, attached hereto and incorporated herein as if fully set forth below and the amount of the fire rescue services assessment for each subject parcel of property is as further set forth in Exhibit 2.

3. The non-ad valorem assessment roll is hereby certified to the Tax Collector for collection.

4. This Resolution shall be effective upon adoption.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this 10th day of September, 2013.

LEON COUNTY, FLORIDA

BY:_____
NICHOLAS MADDOX, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY:_____

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

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

F09-00160
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EXHIBIT 1

RESOLUTION NO. 09-16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES.

RECITALS

WHEREAS, the County desires to provide fire rescue services, facilities and programs, hereafter "*fire rescue services*," in the most efficient manner possible in order to promote the health, safety and general welfare of its citizens; and

WHEREAS, the County desires to create a uniform financial mechanism for the funding of such *fire rescue services* to its citizens on an equitable basis; and

WHEREAS, the City of Tallahassee and the County have entered into an Interlocal Agreement to administer the provision of *fire rescue services*; and

WHEREAS, the Interlocal Agreement by and between the City of Tallahassee and the County provides for the funding and payment for *fire rescue services* by means of the levy and collection of special assessments upon benefited *nongovernment property* and the imposition of fire rescue fee charges on *government property*; and

WHEREAS, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *fire rescue services*; and

WHEREAS, the Board of County Commissioners desires to adopt a *fire rescue assessment rate resolution* and *fire rescue fee rate resolution* pursuant to Chapter 7, Leon County Code of Laws.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

Section 1. Recitals. The Recitals set forth above are deemed incorporated herein as if fully set forth below.

Section 2. Authority. This Resolution is adopted pursuant to the authority granted the County under Article VIII, Section 1, Florida Constitution, Chapters 125 and 170, Florida Statutes, the Leon County Charter, and other applicable provisions of law.

Section 3. Definitions. For purposes of this Resolution, the definitions contained in Section 7-39, Leon County Code of Laws, are incorporated herein by reference.

Section 4. Resolution. This Resolution shall constitute the *fire rescue assessment rate resolution* and the *fire rescue fee rate resolution* as described in Sections 7-42 and 7-43, Leon County Code of Laws.

Section 5. Provision of Fire Rescue Services. The County intends to provide *fire rescue services* for the benefit of all parcels of improved property located within the unincorporated areas of the County commencing October 1, 2009. All or a portion of the cost to provide such *fire rescue services* shall be funded from proceeds of the *fire rescue charge*.

Section 6. Legislative Determinations. It is hereby ascertained, determined, and declared that each parcel of property subject to a *fire rescue charge* located within the unincorporated area of the County shall be specially benefited by the County's provision of *fire rescue services*, in an amount and to a degree not less than the *fire rescue charge* imposed against such parcel, and that such *fire rescue charge* as computed in a manner as set forth in this Resolution constitutes a fair and reasonable charge for the provision of *fire rescue services*. It is hereby further ascertained, determined, and declared that the *fire rescue cost* used to compute the

fire rescue charge constitutes a reasonable estimation of the five-year average annual cost of providing *fire rescue services* to all parcels of improved property within the unincorporated areas of the County. Lastly, the *fire rescue charge* is based upon the City of Tallahassee/Leon County, Florida, Fire Assessment Memorandum ("Rate Study") which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below.

Section 7. Fire Rescue Charge.

A. Fire Rescue Fee. A fire rescue fee is hereby imposed upon each improved parcel of *government property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably and fairly related to the cost of providing *fire rescue services* to such *government property* and as such the fire rescue fee constitutes a fair, reasonable, just, and equitable manner for apportioning and allocating the *fire rescue cost for government property*. The fire rescue fee imposed hereby is not a special assessment; it is a fee for services available and rendered to *government property*. The *fire rescue cost for government property* is further determined to be a reasonable estimation of a five-year average annual cost of providing *fire rescue services* to *government property*. The amount of the fire rescue fee imposed upon *government property* for *fire rescue services* is specifically based upon the Rate Study, Exhibit A, established pursuant to and in accordance with Section 7-42, Leon County Code of Laws, and shall be as set forth in Exhibit B, Rate Schedule, same being attached hereto and incorporated herein as if fully set forth below, commencing October 1, 2009, annually for a period of five (5) years.

B. Fire Rescue Assessment. A *fire rescue assessment* is hereby levied and imposed upon each improved parcel of *nongovernment property* located within the unincorporated area of

the County, and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *fire rescue services* and thereby provides an equitably corresponding special benefit to *nongovernment property*. The *fire rescue assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of a five-year average annual cost of providing *fire rescue services* to such *nongovernment property*. It is further ascertained, determined and declared that the *fire rescue assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *assessed property* based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A. The amount of the *fire rescue assessment* levied and imposed upon *nongovernment property* shall be as set forth in Exhibit B, Rate Schedule, commencing October 1, 2009, annually for a period of five (5) years.

Section 8. Exempt Property. The *fire rescue assessment* heretofore imposed upon *nongovernment property* shall not be levied nor imposed against property owned or occupied by a "religious institution" as that term is defined in Section 170.201(2), Florida Statutes, to the extent same is used as a place of worship.

Section 9. Collection of Fire Rescue Charge. The collection of the *fire rescue charge* shall be made pursuant to and in accordance with Section 7-44, Leon County Code of Laws, and is authorized hereby, commencing October 1, 2009.

Section 10. Effective Date. This Resolution shall have effect upon adoption and shall apply to all property located within the unincorporated area of Leon County.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 9th day of June, 2009.

LEON COUNTY, FLORIDA

BY: Bob Rackleff, Vice Chair
BRYAN DESLOGE, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:

BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: John Stott, Deputy Clerk

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

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

F08-00051
I:\WpDocs\D001\P002\00024729.DOC

EXHIBIT

A

report

G | S | G

GOVERNMENT SERVICES GROUP, INC.

Suite 250
1500 Mahan Drive
Tallahassee FL 32308

850.681.3717 **T**
850.224.7206 **F**

City of Tallahassee/Leon County, Florida

Fire Assessment Memorandum

JUNE 2009

Presented by:
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
(850) 681-3717
(850) 224-7206 Fax

Appendices

Appendix A—Situation Found Codes and Descriptions

Appendix B—Fixed Property Use Codes and Descriptions

Appendix C—Leon County Property Appraiser Building Improvement Codes and Use Descriptions with Assignment of Property Use Category

Appendix D–Department of Revenue (DOR) Codes

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Introduction

The City of Tallahassee (City) and Leon County (County) have entered into a professional services agreement with GSG to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund fire services within the incorporated and unincorporated areas of the County (Fire Assessment Project).

The objective of this Fire Assessment Project is to develop and implement an update to the City's current revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis throughout the entire County for Fiscal Year 2009-10. The mechanism for collecting the Fire Fee from governmental properties will remain in effect, however both the City and County will utilize the City's utility bill as the collection method for all non-governmental properties where possible and the City will assist the County in the collection of the fire assessment utilizing both the utility bill and separate bills. This document is the Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the scope of services.

The work effort, documented by this Assessment Memorandum, focused on the calculation of assessment rates and classifications required to fully fund the identified assessable costs to provide fire services within the City and County for Fiscal Year 2009-10. However, the City and County have the choice of funding all or only a portion of the assessable costs based on policy direction. In addition, the work effort recorded in this Assessment Memorandum required the identification of the full costs of assessable fire services (net of all fire related revenues) and the allocation of those costs to properties that specially benefit from the provision of such fire services.

BACKGROUND

In 1999, the City adopted a Fire Services Funding Program consisting of two components: a Fire Fee and a Fire Assessment. The goal of the Fire Services Funding Project in 1999 was to design an alternative revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis. The Fire Fee is the funding mechanism that secures recovery of the cost for providing fire services to governmental property. The Fire Assessment is the funding mechanism for non-government property that could be collected on the City's utility bill. The program was updated to account for changes in call data, property data and service delivery in Fiscal Year 2004-05.

Currently, fire services provided within the City are partially funded by an existing fire assessment program, and partially funded through the City's General Revenue Fund and a Fire Service Agreement with the County. The County currently funds the Fire Services Agreement in the unincorporated area through the use of the General Revenue.

The City and County have entered into an interlocal agreement that outlines a plan for functional consolidation of fire rescue services countywide. Included in this agreement are the additional personnel located in Stations 10-14. These additional resources will provide an improved response and improved safety for those personnel responding from those stations. A joint dispatch center will be constructed and dispatch for both the Tallahassee Fire Department and Leon County EMS will be consolidated into a joint dispatch unit. This enhancement will result in response efficiencies both in terms of response times and units dispatched to each incident.

OBJECTIVES

The City and County retained GSG to develop an annual recurring special assessment program that is capable of funding all of the assessable costs associated with providing fire services. The City will utilize the utility bill for collection of the fire assessment and will assist the County in the collection of the fire assessment utilizing both the utility bill and separate bills. Data available on the ad valorem tax roll was used to develop the Fiscal Year 2009-10 assessment program. GSG has been charged to fully cost the services to be provided by the City and County, develop a fair and reasonable apportionment methodology for such assessable costs, and determine assessment rates and parcel classifications that are accurate, fair and reasonable.

The fire non-ad valorem assessments must meet the Florida case law requirements for a valid special assessment. These requirements include the following:

1. The service provided must confer a special benefit to the property being assessed; and
2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

The work effort of this project required the evaluation of data obtained from the City and County to develop a fire assessment program that focuses upon the proposed Fiscal Year 2009-10 assessable cost calculations. The objectives of this initial effort were to:

- Determine the full costs of providing fire services within the City and County.
- Review such final cost determination with the City and County to determine which elements provide the requisite special benefit to the assessed properties.
- Determine the relative benefit anticipated to be derived by categories of property use within the County from the delivery of fire services.
- Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within each category of property use.
- Calculate assessment rates and parcel classifications for Fiscal Year 2009-10 based on the Fiscal Year 2007-08 adopted budget adjusted for year over year increases.

Service Description and Assessable Cost Calculations

The fire services apportionment methodology allocates assessable costs on the basis of the anticipated demand for fire services by categories of private, real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. The assessable fire costs are allocated among private, real property use categories based upon the historical demand for these services. This demand is identified by examining the fire incident data as reported by the City to the State Fire Marshal's office.

The fire services apportionment methodology for governmental parcels allocates billable costs to provide fire services based upon the actual historical demand for these services by each government owner (ie. City, County, State, Federal, etc.), as reflected by the incident data reported by the City.

SERVICE DELIVERY DESCRIPTION

The City Fire Rescue Department facilities inventory is comprised of 15 fire rescue stations and a training facility. The County's facility inventory consists of 5 volunteer fire stations. One of the volunteer stations is co-located at Station 15 and volunteer apparatus are located at stations 10 through 15. County EMS substations are co-located at city stations 12, 13 and 14. Table 1 identifies the City and County fire rescue buildings/facilities inventory, as well as the corresponding physical location address for the facility.

Table 1
Fire Rescue Department Buildings/Facility Inventory

Station	Address
Station #1	327 North Adams Street Tallahassee, FL 32301
Station #2	2805 Sharer Road Tallahassee, FL 32302
Station #3	3005 South Monroe Street Tallahassee, FL 32301
Station #4	2899 West Pensacola Street Tallahassee, FL 32304
Station #5	3238 Capital Circle Southwest Tallahassee, FL 32304
Station #6	2901 Apalachee Parkway Tallahassee, FL 32311
Station #7	2805 Shamrock South Tallahassee, FL 32308

Station	Address
Station #8	2423 Hartsfield Road Tallahassee, FL 32304
Station #9	3209 Thomasville Road Tallahassee, FL 32312
Station #10	5323 Tower Road Tallahassee, FL 32303
Station #11	8752 Centerville Road Tallahassee, FL 32308
Station #12 (EMS Substation)	4701 Chaires Cross Road Tallahassee, FL 32311
Station #13 (EMS Substation)	1555 Oak Ridge Road Tallahassee, FL 32311
Station #14 (EMS Substation)	16614 Blountstown Highway Tallahassee, FL 32310
Station #15	1445 Bannerman Road Tallahassee, FL 32312
VFD Station #11A	15210 Mahan Drive Tallahassee, FL 32308
VFD Station #11B	11071 Bexhill Lane Tallahassee, FL 32317
VFD Station #30 (EMS Substation)	10541 Valentine Road South Tallahassee, FL 32317
VFD Station #31 (EMS Substation)	155 East Oakridge Tallahassee, FL 32305
VFD Station #32	16614 Blountstown Highway Tallahassee, FL 32312

Source: City of Tallahassee/Leon County

The City of Tallahassee Fire Rescue Department provides standard fire suppression, medical services, hazmat response, technical rescue, airport capabilities, state disaster response, emergency response and disaster preparedness, fire prevention and safety education. There are five City stations that provide Advanced Life Support (ALS) services in coordination with Leon County EMS. The remaining ten stations provide Basic Life Support (BLS) services.

The City currently provides dispatch services for fire services and the County currently provides dispatch services for EMS services. However, the City and County have committed to creating a joint dispatch operation that is expected to begin in Fiscal Year 2010-11. Initial joint dispatch functions will be achieved through a temporary, virtual solution. This virtual dispatch solution will remain in place until a new joint dispatch facility is constructed and operations move to the new location. The target date for the completion of the joint dispatch facility is Fiscal Year 2011-12.

Tables 2 through 5 outline the Fire Rescue Department's current service operations and service components. Table 2 outlines the Fire Rescue Department's organizational structure.

Table 2
City of Tallahassee/Leon County Fire Rescue Department Organizational Chart

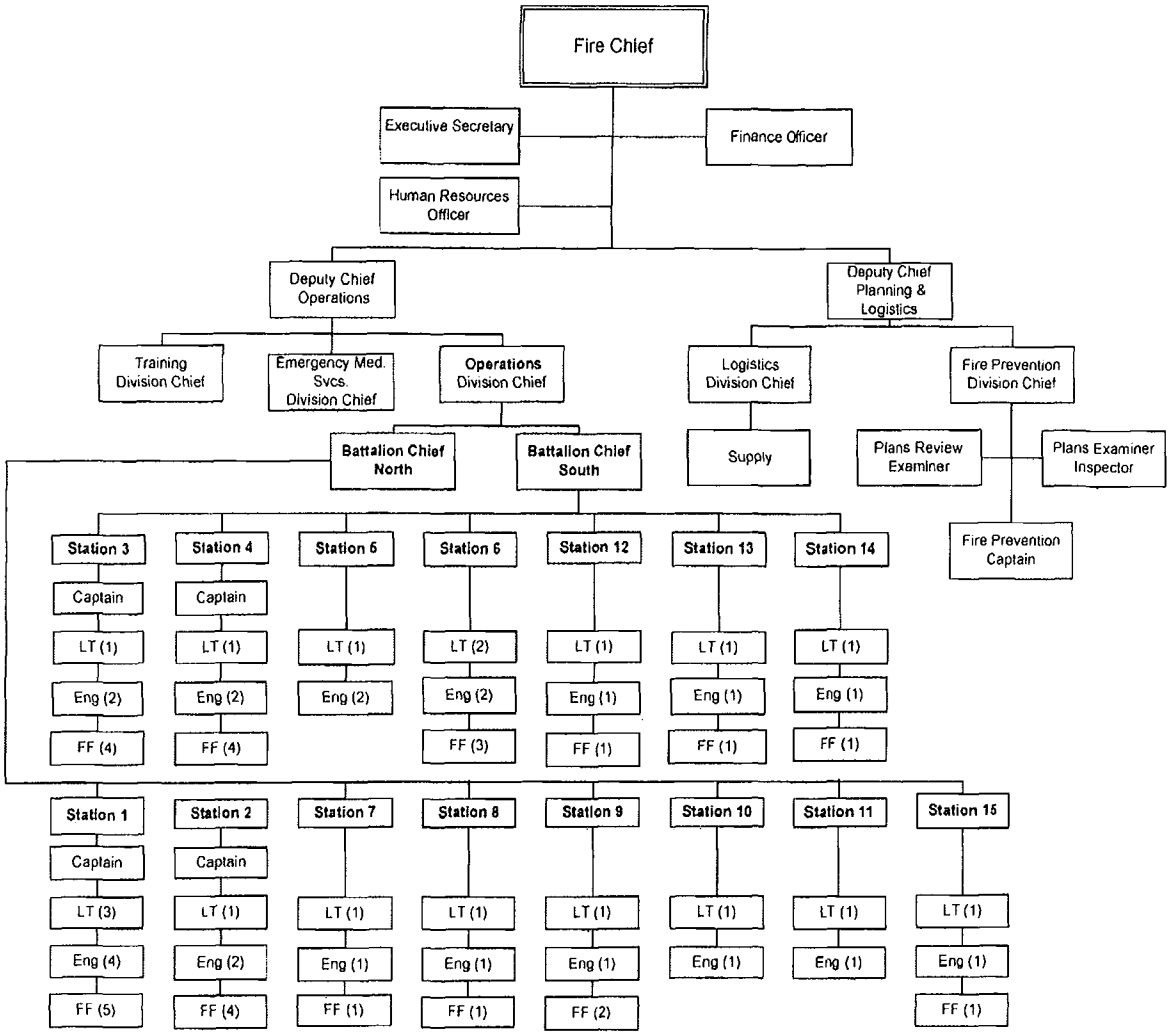


Table 3 describes the normal staffing for each apparatus. This information is used in the development of the Administrative Factor, as further discussed in the "Development of Factors" section of this Assessment Memorandum.

Table 3
Fire Rescue Department Apparatus Normal Staffing Requirements

Tallahassee Fire Department	
Apparatus	**Typical Staffing**
Aerial	3-4 personnel
Pumper	3-4 personnel
Ford F-250 With Service Body	1 personnel
Ford Expedition	1 Personnel
Rescue	1-2 Personnel
Air Truck	1 Personnel
Haz Mat Mule	2 Personnel
Brush Truck	1 Personnel
Rescue Boat	2 Personnel
Tanker	1 Personnel
Leon County EMS	
Apparatus	**Typical Staffing**
Ambulance	2 Personnel

Source: City of Tallahassee/Leon County

Table 4 lists the location and the fire flow/pumping capacity of the Fire Rescue Department's apparatus. This information is used to determine the square footage cap for non-residential properties.

Table 4
Fire Rescue Department Apparatus Fire Flow

Location	Apparatus	Fire Flow (GPM)
Station 1	1994 E-One 1500 Tanker	1,500
	1996 E-One Air and Light	N/A
	1996 E-One Teleboom	1,500
	2002 E-One Bronto	1,500
	2003 E-One Rescue Pumper	1,500
Station 2	1996 E-One Haz-Mat	N/A
	1998 Pace 16ft. Trailer	N/A
	2007 Ford Expedition	N/A
	2001 E-One Platform	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Pumper	1,500
Station 3	1994 Rescue One Boat	N/A
	2005 Ford 550	N/A
	1996 E-One Medium Rescue	N/A
	1997 E-One 75ft. Aerial	1,500
	2007 Ford Expedition	N/A
	2005 E-One Pumper	1,500

Location	Apparatus	Fire Flow (GPM)
Station 4	1994 Rescue One Boat	N/A
	2007 95 Foot E-One Tower	1,500
	1997 E-One International Heavy Rescue	350
	1998 16ft. Trailer	N/A
	2002 Ford F-550 Brush Truck	350
	2004 E-One Typhoon Rear Pumper	1,500
	2005 E-One International Air Light Truck	N/A
Station 5*	1994 E-One ARFF	500
	1994 E-One P-23 ARFF	3,300
	1996 E-One P-23 ARFF	3,300
	1997 E-One International Heavy Rescue	350
	1998 Pace 16ft. Trailer	N/A
Station 6	1994 Rescue One Boat	N/A
	1997 95 Foot E-One Tower	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Pumper	1,500
Station 7	2005 E-One Pumper	1,500
Station 8	2005 E-One Pumper	1,500
Station 9	2005 E-One Pumper	1,500
Station 10	1999 E-One International	2,500
	2000 E-One International Interface Pumper	650
Station 11	1996 E-One International Interface	650
	1999 E-One International Tanker	2,500
Station 12	1999 E-One International Tanker	2,500
	2000 E-One International Interface Pumper	650
Station 13	1999 E-One International Tanker	2,500
	2000 E-One International Interface Pumper	650
Station 14	1994 Rescue One Boat	N/A
	2000 E-One International Interface Pumper	650
	2006 E-One International Tanker	1,500
Station 15	1994 Rescue One Boat	N/A
	2000 Ford F-450 Brush Truck	350
	2003 E-One Rescue Pumper	1,500
	Total GPM	**47,950**

Location	Apparatus	Fire Flow (GPM)
	Leon County Ambulance/Vehicles (24)	N/A

Source: City of Tallahassee/Leon County
* Pumping capacity for Station 5 is not included in total because those apparatus are dedicated to the airport.

The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Rescue Department can pump to a first alarm non-residential fire. As outlined by Table 4 above, the pumping capacity of the City's Fire Rescue Department is 47,950 gallons per minute. Accordingly, based on National Fire Protection Association fire fighting standards for fire-flow, the Fire Department currently

has sufficient fire-flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet.[1] Table 5 details the Fire Rescue Department's response protocol.

Table 5
City of Tallahassee/Leon County Fire Rescue Minimum Response Protocol

Call Type	Typical Zone 1 Response
Medical	Engine (1)
Vehicle Accident	Engine (1)
Vehicle Accident with Extraction	Engine (2), Battalion Chief (1)
Residential Fire	Engines (2), Truck(1), Battalion Chief (1)
Residential/Building Alarm	Engine (1)
Commercial Fire	Engines (2), Truck (1), Battalion Chief (1)
Hazardous Material	Engines (2), Tanker (1), Truck (1), Haz-Mat (1), Battalion Chief (1)
Service Calls	Engine (1)

Call Type	Typical Zone 2 Response
Medical	Rescue (1)
Vehicle Accident	Rescue (1), Tanker (1)
Vehicle Accident with Extraction	Rescue (1), Battalion Chief (1), Engine or Tanker (2)
Residential Fire	Engines (1), Tankers (2), Battalion Chief (1), Rescue (1), Truck (1)
Residential/Building Alarm	Rescue (1), Tanker (1)
Commercial Fire	Engines (2), Truck (1), Battalion Chief (1), Rescue (1), Tanker (1)
Hazardous Material	Engines (2), Tanker (1), Truck (1), Haz-Mat (1), Battalion Chief (1), Rescue (1)
Service Calls	Engine (1), Tanker (1)

Source: City of Tallahassee/Leon County

DEVELOPMENT OF FACTORS

FIRE SERVICES V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the "North Lauderdale" case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. In August 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals.

To address these concerns, GSG has developed a methodology that removes the costs associated with emergency medical services. The apportionment methodology only utilizes fire incident report data related to non-EMS calls.

The proposed Fiscal Year 2009-10 projected departmental costs were allocated between fire rescue and emergency medical services because of the Florida Supreme Court's opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) does not provide a special benefit to property. Accordingly, the fire rescue costs were split from emergency medical service costs based on the following general guidelines.

[1] Source: National Fire Protection Association, *"NFPA 1 Uniform Fire Code, 2006, Annex H, Table H, 5.1."*

DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly to fire, direct allocations were made. For example, all costs associated with "RR&I Transfer (Hydrant Replacement)," "Volunteer Fire Department," and "Airport Fire Protection" were allocated entirely to fire. All costs directly related to emergency medical services were removed entirely.

ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel per shift. Because of the addition of six (6) combat positions to the City Fire Rescue Department that will be located at Stations 10 - 14 commencing October 1, 2009, the City's existing staffing pattern will be revised. These changes will allow the City, under optimal staffing, to operate with 69 non-EMS personnel and 11 EMS personnel, for a total of 80 combat personnel within the proposed funding timeframe (by Fiscal Year 2013-14). This optimal staffing yields an 86.3% percent non-EMS Administrative Factor.

This percentage was then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be operationally allocated (see below). For example, the Administrative Factor was applied to the personnel expenditures for salaries and benefits, and the line item expenditures for "Advertising,' "Indirect Costs," "Human Resource Expense" and "Debt Service" to determine the fire service costs of these line items.

OPERATIONAL FACTOR

Other assessable cost line items may also be allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls, and this ratio which is based on the City's Fire Rescue Department's operations, was then applied to certain budget line items such as "Gasoline" and "Vehicle Garage Expense".

To develop the Operational Factor, GSG obtained fire rescue incident data identifying the number of fire rescue calls made to property categories within the entire County over a one-year period. The City fire rescue incident data was used to determine the demand for fire rescue services. GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar year 2007.

The State Fire Marshal's office uses the Florida Fire Incident Reporting System (FFIRS). This system is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner. Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. Appendix A provides a codes list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

The ratio between non-EMS (i.e. fire) calls and EMS calls is then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be administratively allocated. For calendar year 2007, the City reported 24,547 total fire rescue incident calls to FFIRS, of which 9,122 were non-EMS (i.e. fire) calls and 15,425 were EMS calls. This information results in a 37.16% non-EMS Operational Factor.

ASSESSABLE COST CALCULATIONS

The fire services assessable cost calculations for Fiscal Years 2009-10 through 2013-14 are based on the following assumptions for the purpose of this Fire Assessment Memorandum.

- Unless more accurate information was available, a three percent annual increase was applied across all "Personnel Services" and all "Operating Expenditures." No increase was applied to revenues.
- Revenues are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for that year. Revenues are comprised of revenues directly received from or for the delivery of fire services, such as "Fire Inspection Fees," "Forfeited Discounts," "Firefighters Supplemental," and contract for service revenues that are allocated to the fire budget.
- All costs associated with providing contract services to the Tallahassee Regional Airport were included in the assessable budget with the corresponding contract revenues removed from the assessable budget calculations.
- The line item "Under Collection Rate for Separate Bill" and "Under Collection Rate for Utility Bill" under "Additional Costs" reflects a 95% collection rate of the Fire Services Assessment is a reserve for under collection.
- The line item "GSG Study/Annual/Update" under "Operating Expenditures" is the costs associated with the development of the initial assessment study as well as the recurring annual costs and update costs in year five. These costs are reimbursable through the assessment program.
- All costs associated with fire hydrant maintenance were provided by City staff. These costs were included as 100% fire costs and are reflected in each year's budget.
- Any payments historically exchanged between the City and County for fire services were not included in the assessable budget.
- The costs associated with providing an additional firefighter to each of the rural fire stations (10-14) were included in the assessable budget.
- The costs associated with supporting the volunteer fire departments were included as 100% fire costs and are included in the assessable budget.

Table 6 provides a calculation of the assessable costs for Fiscal Year 2009-10 based on an application of the above factors to the Fiscal Year 2008-09 Adopted Budget. The calculation yields an assessable cost of $29,058,003 for Fiscal Year 2009-10.

Table 6
Fire Services Assessable Cost Calculations (FY 2009-10)

	FY 09-10 Proforma Budget	FY 09-10 Assessable Budget
Personnel Services		
Salaries	$12,978,263	$11,273,505
Capitalized Wages	($34,976)	($30,167)
Salary Enhancements	$542,335	$470,748
Firefighter Holiday Pay	$855,272	$740,543
Temporary Wages	$7,725	$7,725
Overtime	$494,961	$432,137
Other Salary Items	$323,218	$280,399
Pension-Current	$2,279,993	$1,979,050
Pension-MAP	$41,509	$37,262
Mandatory Medicare	$135,019	$117,312
Health Benefits	$1,550,864	$1,346,144
Heath Benefits-Retirees	$580,766	$500,910
Flex Benefits	$100,759	$88,383
Total Personnel Services	**$19,855,707**	**$17,243,952**
Operating Expenditures		
Advertising	$1,663	$1,576
Cleaning & Laundry	$14,302	$12,915
Reproduction	$5,780	$2,684
Unclassified Professional Svcs	$25,740	$22,200
Equipment Repairs	$43,926	$27,493
Medical Services	$67,012	$-
Unclassified Contract Svcs	$276,471	$133,464
Computer Software	$3,281	$2,829
Telephone	$27,018	$22,513
Chem-Med-Lab	$43,713	$2,266
Food	$629	$543
Gasoline	$99	$37
Office Supplies	$21,542	$14,508
Uniforms & Clothing	$126,906	$109,397
Unclassified Supplies	$141,938	$91,347
Travel & Training	$64,506	$42,484
Journals & Books	$15,392	$13,607
Memberships	$3,069	$2,851
Certificates & Licenses	$206	$178
Rent Expense-Machines	$12,756	$8,166
Unclassified Charges	$54,075	$46,640
Bad Debt Expense	$31,782	$27,412
Unclassified Equipment	$113,712	$88,838
Human Resource Expense	$409,930	$355,686
Accounting Expense	$98,817	$83,633
Purchasing Expense	$29,496	$25,228
Information Systems Expense	$1,541,214	$1,334,838
Risk Management Expense	$239,306	$206,401
Radio Communications Expense	$123,962	$106,917
Revenue Collection Expense	$62,515	$53,919
Utility Service Expense	$1,150,000	$1,150,000
Vehicle Garage Expense	$689,491	$269,289
Vehicle Fuel	$325,078	$281,904
Vehicle Replacement	$600,000	$517,500
Utilities-Sewer	$14,873	$12,828

	FY 09-10 Proforma Budget	FY 09-10 Assessable Budget
Utilities-Sanitation	$8,210	$7,081
Utilities-Stormwater	$15,985	$13,787
Utilities-Gas	$40,479	$34,913
Utilities-Water	$14,765	$12,735
Utilities-Electric	$208,490	$179,822
Utilities-Fire Services	$7,597	$6,553
Indirect Costs	$552,956	$476,924
Debt Service Transfer	$693,181	$597,868
RR&I Transfer (Hydrant Replacement)	$100,000	$100,000
Fire Hydrant Maintenance Expense	$1,019,626	$1,019,626
Vol Fire Dept County	$482,479	$482,479
Add'l Personnel Stations 10-14	$916,079	$790,118
Airport Fire Protection	$916,061	$916,061
GSG Study/Annual/Update	$-	$195,000
Notice Costs	$-	$-
Total Operating Expenditures	**$11,356,107**	**$9,905,060**
Capital Outlay		
City	$1,353,400	$1,325,900
Virtual Dispatch Center	$500,000	$431,250
Total Capital Outlay	**$1,853,400**	**$1,757,150**
Total Expenditures	**$33,065,214**	**$28,906,162**
Revenues		
City-Fire Inspection Fees	$320,000	$320,000
City-Firefighters Supplemental	$30,000	$30,000
City-Airport	$916,061	$916,061
City-Forfeited Discounts	$35,000	$35,000
Total Revenues	**$1,301,061**	**$1,301,061**
Total Expenditures	$33,065,214	$28,906,162
Less Total Revenues	($1,301,061)	($1,301,061)
Total Net Expenditures before Additional Costs	**$31,764,153**	**$27,605,101**
Additional Costs		
Separate Monthly Bill		$-
Under Collection Rate for separate bill (5%)		$392,284
Under Collection Rate for utility bill (5%)		$1,060,618
Total Additional Costs		**$1,452,902**
Total Assessable Costs		**$29,058,003**

Table 7 shows the calculation of the full cost of the Fire Services Assessment Program for Fiscal Year 2009-10 through Fiscal Year 2013-14 as well as the five-year average Fire Services Assessment Program cost.

Table 7
Fire Services Assessable Cost Calculations Proforma Five-Year Average (FY 2009-10 thru FY 2013-14)

	FY 09-10 Assessable Budget	FY 10-11 Assessable Budget	FY 11-12 Assessable Budget	FY 12-13 Assessable Budget	FY 13-14 Assessable Budget	Five-Year Average Assessable Budget
Total Personnel Services	$17,243,952	$17,761,270	$18,294,108	$18,842,932	$19,408,220	$18,310,096
Total Operating Expenditures	$9,905,060	$9,966,877	$10,921,407	$11,217,971	$11,625,272	$10,727,317
Total Capital Outlay	$1,757,150	$172,500	$172,500	$172,500	$172,500	$489,430
Total Expenditures	**$28,906,162**	**$27,900,647**	**$29,388,015**	**$30,233,403**	**$31,205,991**	**$29,526,844**
Total Revenues	**$1,301,061**	**$1,301,061**	**$1,301,061**	**$1,301,061**	**$1,301,061**	**$1,301,061**
Total Net Expenditures before Additional Costs	**$27,605,101**	**$26,599,586**	**$28,086,954**	**$28,932,342**	**$29,904,930**	**$28,225,783**
Total Additional Costs	**$1,452,902**	**$1,399,980**	**$1,478,262**	**$1,522,756**	**$1,573,944**	**$1,485,569**
Total Assessable Costs	**$29,058,003**	**$27,999,566**	**$29,565,216**	**$30,455,098**	**$31,478,874**	**$29,711,351**

Determination of Fire Services Demand

INCIDENT DATA

GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar year 2007. The City uses the Florida Fire Incident Reporting System (FFIRS) to record its fire rescue incidents. The FFIRS is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the FFIRS, "type of situation found," identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a code list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

Another data field in the FFIRS, "fixed property use," identifies the type of property that fire rescue departments respond to for each fire rescue incident. The fixed property uses correlate to property uses determined by the Leon County Property Appraiser on the ad valorem tax roll. Appendix B provides a code list for the "fixed property use" as recorded on the fire rescue incident reports.

GSG analyzed the calendar year 2007-fire rescue incident data from the FFIRS files to evaluate trends and determine if aberrations were present. The fire rescue incident data for calendar year 2007 represents 24,625 fire rescue incidents. All fire rescue incidents were geo-coded to the addresses listed in the FFIRS reports. The geo-coding of calls identified those calls that were made to government owned properties.

Of the 24,625 fire rescue incidents, 78 incidents were duplicates and were removed. Of the remaining 24,547 fire rescue incidents, there were 15,425 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 15,425 EMS type incidents were not included in the analysis.

Of the remaining 9,122 fire type incidents, calls for certain situation found codes were omitted because they were not true incidents, or because they are accounted for under a separate agreement. For example, Station 5, located at the Tallahassee Regional Airport, is funded through a separate budget source. Accordingly, calls reported by Station 5 for runway checks, required by the Federal Aviation Authority, were omitted from the analysis. Additionally, some examples of the situation found codes that did not represent true calls for service were "public service," "alarm system activated/testing/maintenance," "training/academy" and "pre-fire planning." There were a total of 2,120 incidents with these type of situation found codes that were not included in the data set.

There are certain fire incidents that could not be assigned to a specific property or parcel. These calls represent non-specific type incidents, which are incidents that either could not be correlated to a specific parcel or calls that involved auto accidents and other types of incidents along roads and highways.

Of the 7,002 remaining fire type incidents, 5,224 were calls to specific property uses. The remaining 1,778 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 1,778 incidents. Additionally, the level of services required to meet anticipated demand for fire services and the corresponding annual fire services budget required to fund fire services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property uses.

The suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. The 142 calls to these two property use categories were removed.

Of the remaining 5,082 fire type incidents, there were 662 calls for service to government properties as identified by addresses or fixed property use codes provided in the FFIRS reports. The costs associated with providing service to government properties was segregated and those government properties will fund fire service through a fee that is determined by the historical demand for service.

Table 8 outlines the property use category assignment of fire type incidents based on the analysis conducted by GSG.

Table 8
Fire Calls by Category (Calendar Year 2007)

Property Category	Number of Fire Incidents	Percentage of Total Incidents
Single-Family Residential	2,146	42.23%
Multi-Family Residential	841	16.55%
Commercial	1,058	20.82%
Industrial/Warehouse	48	0.94%
Institutional	327	6.43%
College - FSU	182	3.58%
College - FAMU	152	2.99%
College - TCC	1	0.02%
Government - Federal	5	0.10%
Government - State	79	1.55%
Government - Leon County	24	0.47%
Government - City of Tall	35	0.69%
Government – Fire Stations	8	0.16%
Government – Leon County Industrial Park	10	0.20%
Tallahassee Leon County Civic Center	1	0.02%
Educational - School Board	133	2.62%
Tallahassee Housing Authority	7	0.14%
Leon County Research and Development TIITF Authority	18	0.35%
Educational - Lively Vo-Tech	7	0.14%
Total	**5,082**	**100.00%**

Source: City of Tallahassee/Leon County Fire Rescue Department (2007).

PROPERTY DATA

GSG obtained information from the ad valorem tax roll from the Leon County Property Appraiser's office to develop the assessment roll. Each building within the City and the County on the ad valorem tax roll was assigned to one or more of the property use categories based on their assignment of use by the Leon County Property Appraiser or verification of use obtained through field research. A list of building improvement codes used by the Leon County Property Appraiser and their assignment to a property use category is provided as Appendix C.

The Single-Family Residential Property Use Category includes such properties as single-family dwelling units, duplexes and mobile homes. The Multi-Family Residential Property Use Category includes such

properties as triplexes, quadruplexes, apartments, condominiums, townhouses, and cooperatives. In the event the data was indefinite, the DOR codes were used to clarify mobile home categories and help identify condominium and townhouse buildings. For parcels assigned to the Single-Family Residential and Multi-Family Residential Property Use Categories, GSG utilized the total number of dwelling units as determined from the building files on the ad valorem tax roll or through the use of field research.

The Non-Residential Property Use Category includes commercial, industrial/warehouse, and institutional property uses. For parcels within the Non-Residential Property Use Categories (Commercial, Industrial/Warehouse and Institutional), GSG determined the amount of square footage of the structures using the building files on the ad valorem tax roll or through the use of field research.

For RV parks regulated under Chapter 513, Florida Statutes, in accordance with Sections 166.223 and 125.0168, Florida Statutes, which mandate that cities and counties treat RV parks like commercial property for non-ad valorem assessments levied by the City and County, each RV space within the park was treated as a building of commercial property and assigned the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.

Computation of Fire Services Assessments

This section of the Memorandum includes the assessment rates as calculated within this Assessment Memorandum. The City and County fire rescue assessment cost calculations provided herein are primarily based on information supplied by the City and County. The assessable cost projections developed by GSG are designed to forecast assessment rates within each property use category for Fiscal Year 2009-10.

SERVICE ZONES

Service zones were created to reflect the level of service differentiation of a property located in a higher density area that receives fire protection coverage from multiple stations compared a property located in an area generally described as rural and typically serviced by a single fire station. For this purpose, "core stations" were identified and defined as those stations within five road miles of at least two other stations. The creation of a core area was necessary to eliminate the appearance of a higher service level of those properties that may be within five road miles of two stations; however, the location of the property lies between two stations that are nearly ten miles apart.

Those properties included in "Zone 1" were generally located within five road miles of two "core stations." Properties located outside of five road miles of two "core stations" were included in "Zone 2." A map of the service zones is provided in Appendix E.

Calls were plotted, or "geocoded," on a map based upon the address provided in the FFIRS database. Those calls correlated to properties included in "Zone 1," and those calls correlated to properties included in "Zone 2," were aggregated and assigned to the respective zone. Table 9 details the assignment of calls to service zones.

Table 9
Fire Calls by Zones to Non-Governmental Properties (Calendar Year 2007)

Zone	Number of Calls to Specific Property Uses
Calls to Zone 1 Properties	3,138
Calls to Zone 2 Properties	1,282

Using the fixed property use codes, the remaining 4,420 fire type incidents corresponding to specific properties were assigned to the following property use categories: single-family residential, multi-family residential, commercial, industrial/warehouse and institutional.

Table 10 outlines the property use category assignment of fire type incidents for non-governmental properties based on the historical demand for service in each zone.

Table 10
Fire Calls by Category to Non-Governmental Properties (Calendar Year 2007)

	Zone 1		Zone 2	
Category	**Number of Incidents**	**Percentage of Calls**	**Number of Incidents**	**Percentage of Calls**
Single-Family Residential	1,050	33.5%	1,096	85.5%
Multi-Family Residential	806	25.7%	35	2.7%
Commercial	954	30.4%	104	8.1%
Industrial/Warehouse	36	1.1%	12	1.0%
Institutional	292	9.3%	35	2.7%
Total	**3,138**	**100.0%**	**1,282**	**100.0%**

Source: City of Tallahassee/Leon County Fire Rescue Department (2007).

SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the fire services, facilities, and programs provided by the City and County provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire services program; and (iv) containing fire incidents occurring on land with the potential to spread and endanger other property and property features.
- The availability and provision of comprehensive fire services enhances and strengthens the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property values within the assessable area.

APPORTIONMENT METHODOLOGY

The following section describes the assessment apportionment methodology for fire services based on: (i) the fire services assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and the availability of the data residing on the database; and (iii) the fire rescue incident data.

COST APPORTIONMENT

The Fiscal Year 2009-10 assessable cost calculation was first apportioned among government and non-government property based upon the historical demand for service. The assessable costs attributable to non-government property was then apportioned among property use categories in each service zone based upon the historical demand for fire services reflected by the fire incident data experienced in each service zone for Calendar Year 2007. This apportionment is illustrated in Table 11.

Table 11
Cost Apportionment

	Zone 1			Zone 2		
Category	**Total Calls**	**Percentage**	**Assessable Costs**	**Total Calls**	**Percentage**	**Assessable Costs**
Residential	1,050	33.5%	$6,138,709	1,096	85.5%	$6,407,643
Multi-Family	806	25.7%	$4,712,190	35	2.7%	$204,624
Commercial	954	30.4%	$5,577,456	104	8.1%	$608,025
Industrial/Warehouse	36	1.1%	$210,470	12	1.0%	$70,157
Institutional	292	9.3%	$1,707,146	35	2.7%	$204,624
Total	**3,138**	**100.0%**	**$18,345,970**	**1,282**	**100.0%**	**$7,495,071**

PARCEL APPORTIONMENT

The share of the assessable costs apportioned to each property use category was further apportioned among the individual buildings of property within each property use category in the manner described in Table 12.

Table 12
Parcel Apportionment within Property Use Categories

Category	Parcel Apportionment
Single - Family Residential Multi - Family Residential	Dwelling Unit
Non-Residential -Commercial -Industrial/Warehouse -Institutional	Improvement Area Per Building Within Square Footage Ranges

Applying the foregoing parcel apportionment methodology, fire assessment rates were computed for each property use category. The specific methodology, underlying special benefit and fair apportionment assumptions are included below and generally described.

RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment applied in the Residential Property Use categories are fair and reasonable. The Residential Property Use Categories includes such properties as single-family dwelling units and multi-family dwelling units.

- The size or the value of the residential parcel does not determine the scope of the required fire services. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the assessable costs for fire services attributable to the residential property use category on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of parcel apportionment based upon historical fire call data.

RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, the percentages of assessable costs attributable to residential properties were calculated. The amount of the assessable costs allocable to each residential property was divided by the number of dwelling units in the respective Residential Property Use Category to compute the fire assessment to be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the residential dwelling unit rate to compute the residential fire assessment amount for the parcel.

Table 13 illustrates the assignment of dwelling units under this apportionment methodology to the Residential Property Use Category for each zone.

Table 13
Parcel Apportionment Residential Property Use Category

Residential Property Use Category	Number of Dwelling Units-Zone 1	Number of Dwelling Units-Zone 2
Single-Family Dwelling Units	34,375	39,866
Multi-Family Dwelling Units	37,938	4,837

Source: Leon County Property Appraiser (2007).

NON-RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The Non-Residential Property Use category includes commercial, industrial/warehouse, and institutional property uses. The capacity to handle fires and other emergencies in Non-Residential Property Use category is governed by the following:

- The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Department can pump to a non-residential fire. As outlined by Table 4 above, the pumping capacity of the Fire Department is 47,950 gallons per minute. Accordingly, based on National Fire Protection Association fire fighting standards for fire flow, the Fire Department currently has sufficient fire flow capacity to provide service coverage in the event of a fire involving significant to unlimited square footage.[2] To avoid inefficiency and unnecessary administration, the City and County have elected to use 14 classifications, with a maximum classification of over 100,000 square feet . This application has no material impact on the non-residential parcel apportionment.

The following assumption supports findings that the parcel apportionment applied in the Non-Residential Property Use category is fair and reasonable.

- The risk of loss and demand for fire services availability is substantially the same for structures below a certain minimum size. Because the value and anticipated occupancy of structures below a certain minimum size is less, it is fair, reasonable, and equitable to provide a lesser assessment burden on such structures by the creation of a specific property parcel classification for those parcels.
- The separation of non-residential buildings into square footage classifications is fair and reasonable for the purposes of parcel apportionment because: (i) the absence of a need for precise square footage data within the ad valorem tax records maintained by the property appraiser undermines the use of actual square footage of structures and improvements within each improved building as a basis for parcel apportionment; (ii) the administrative expense and complexity created by an on-site inspection to determine the actual square footage of structures and improvements within each improved parcel assessed is impractical; and (iii) the demand for fire services availability is not precisely determined or measured by the actual square footage of structures and improvements within benefited parcels; and (iv) the classification of buildings within square footage ranges is a fair

[2] Source: National Fire Protection Association, *"NFPA 1 Uniform Fire Code, 2006, Annex H, Table H, 5.1"*

and reasonable method to classify benefited parcels and to apportion costs among benefited buildings that create similar demand for the availability of fire services.

The parcel apportionment for each Non-Residential Property Use Classification shall include both minimum building classifications and an additional classification of all other buildings based upon the assumed square footage of structures and improvements within the improved parcel. The Non-Residential Property Use Classifications include Commercial, Industrial/Warehouse and Institutional. The following describes the Non-Residential Property parcel apportionment calculation and classification for the Commercial, Industrial/Warehouse and Institutional categories.

NON-RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, property in the Non-Residential Property Use categories will be responsible for funding a percentage of assessable costs. The amount of the assessable costs allocable to buildings within each of the Non-Residential Property Use Classifications was calculated based upon the following building classifications.

- Non-residential buildings with square footage of non-residential improvements less than 1,999 square feet were assigned an improvement area of 1,000 square feet per building. Buildings with square footage of non-residential improvements between 2,000 square feet and 3,499 square feet were assigned an improvement area of 2,000 square feet per building. Buildings with non-residential improvements between 3,500 square feet and 4,999 square feet were assigned an improvement area of 3,500 square feet per building. Buildings with non-residential improvement areas between 5,000 square feet and 9,999 square feet were assigned an improvement area of 5,000 square feet per building. For buildings containing non-residential improvements between 10,000 square feet and 99,999 square feet, assignments of improvement area were made in 10,000 square foot increments.
- For buildings, containing non-residential improvements over 99,999 square feet, an assignment of improvement area of 100,000 was made.

Sections 125.0168 and 166.223, Florida Statutes, relating to special assessments levied on recreational vehicle parks regulated under Chapter 513, Florida Statues require the following:

- When a city or county levy a non-ad valorem special assessment on a recreational vehicle park regulated under Chapter 513, the non-ad valorem special assessment shall not be based on the assertion that the recreational vehicle park is comprised of residential units. Instead, recreational vehicle parks regulated under Chapter 513 shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility.

Table 14 illustrates the assignment of improvement area under this apportionment methodology for the Commercial, Industrial/Warehouse and Institutional categories.

Table 14
Fire Services Assessment Parcel Apportionment (Non-Residential Property Use Category)

Square Foot Tiers	Number of Commercial Buildings		Number of Industrial/Warehouse Buildings		Number of Institutional Buildings	
	Zone 1	Zone 2	Zone 1	Zone 2	Zone 1	Zone 2
≤ 1,999	1325	202	172	62	100	41
2,000 - 3,499	844	125	175	46	84	40
3,500 - 4,999	488	55	118	43	72	30
5,000 - 9,999	704	69	301	71	90	43
10,000 - 19,999	355	37	197	30	72	22
20,000 - 29,999	116	14	60	5	22	3
30,000 - 39,999	65	5	26	2	13	1
40,000 - 49,999	30	4	11	2	7	1
50,000 - 59,999	29	3	8	0	8	0
60,000 - 69,999	15	1	2	0	2	1
70,000 - 79,999	11	0	2	2	4	1
80,000 - 89,999	9	1	3	1	2	0
90,000 - 99,999	7	2	0	1	2	1
>= 100,000	37	2	5	0	8	1

Source: City of Tallahassee/Leon County Fire Rescue Department (2007).

Because the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. Therefore, only the primary structures on vacant and agricultural parcels will be charged.

FIRE ASSESSMENT RATES

Applying the parcel apportionment methodology, fire services assessment rates were computed for each specified property use category. Based on the assessable costs of providing fire services, the number of fire calls apportioned to specific property categories and the number of billing units within the specified property categories.

Table 15 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the total assessable costs for Fiscal Year 2009-10.

Table 15
Fire Services Assessment Rates (Funding Generates $27,813,187 Net Revenues)

Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
Single-Family Dwelling Unit		$175	$158
Multi-Family Dwelling Unit		$122	$42
Commercial Property Use Category	**Building Classification (In square foot ranges)**	**Zone 1 - Rate Per Building**	**Zone 2 - Rate Per Building**
	≤ 1,999	$226	$239
	2,000 - 3,499	$452	$478
	3,500 - 4,999	$791	$837
	5,000 - 9,999	$1,129	$1,195
	10,000 - 19,999	$2,258	$2,390
	20,000 - 29,999	$4,516	$4,780
	30,000 - 39,999	$6,774	$7,169
	40,000 - 49,999	$9,032	$9,559
	50,000 - 59,999	$11,290	$11,948
	60,000 - 69,999	$13,548	$14,338
	70,000 - 79,999	$15,805	$16,728
	80,000 - 89,999	$18,063	$19,117
	90,000 - 99,999	$20,321	$21,507
	≥ 100,000	$22,579	$23,896
Industrial/Warehouse Property Use Category	**Building Classification (In square foot ranges)**	**Zone 1 - Rate Per Building**	**Zone 2 - Rate Per Building**
	≤ 1,999	$27	$48
	2,000 - 3,499	$53	$96
	3,500 - 4,999	$93	$168
	5,000 - 9,999	$132	$240
	10,000 - 19,999	$264	$479
	20,000 - 29,999	$527	$957
	30,000 - 39,999	$790	$1,436
	40,000 - 49,999	$1,054	$1,914
	50,000 - 59,999	$1,317	$2,393
	60,000 - 69,999	$1,580	$2,871
	70,000 - 79,999	$1,843	$3,350
	80,000 - 89,999	$2,107	$3,828
	90,000 - 99,999	$2,370	$4,307
	≥ 100,000	$2,633	$4,785
Non-Government Institutional Property Use Category	**Building Classification (In square foot ranges)**	**Zone 1 - Rate Per Building**	**Zone 2 - Rate Per Building**
	≤ 1,999	$371	$190
	2,000 - 3,499	$742	$380
	3,500 - 4,999	$1,298	$664
	5,000 - 9,999	$1,854	$949
	10,000 - 19,999	$3,708	$1,897
	20,000 - 29,999	$7,416	$3,793
	30,000 - 39,999	$11,124	$5,689
	40,000 - 49,999	$14,832	$7,585
	50,000 - 59,999	$18,539	$9,481
	60,000 - 69,999	$22,247	$11,377
	70,000 - 79,999	$25,955	$13,273
	80,000 - 89,999	$29,663	$15,169
	90,000 - 99,999	$33,370	$17,065
	≥ 100,000	$37,078	$18,962

*Estimated Gross Revenue: $29,058,003; Estimated Exempt Buy-down: $1,244,815; Estimated Net Revenue: $27,813,187.

Table 16 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the total assessable costs for the Five-Year Average Budget (Fiscal Years 2009-10 through 2013-14.

Table 16
Fire Services Assessment Rates (Funding Generates $28,438,547 Net Revenues)

Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
Single-Family Dwelling Unit		$179	$161
Multi-Family Dwelling Unit		$125	$43
Commercial Property Use Category	**Building Classification (In square foot ranges)**	**Zone 1 – Rate Per Building**	**Zone 2 - Rate Per Building**
	≤ 1,999	$231	$245
	2,000 - 3,499	$462	$489
	3,500 - 4,999	$809	$856
	5,000 - 9,999	$1,155	$1,222
	10,000 - 19,999	$2,309	$2,444
	20,000 - 29,999	$4,618	$4,887
	30,000 - 39,999	$6,926	$7,330
	40,000 - 49,999	$9,235	$9,774
	50,000 - 59,999	$11,544	$12,217
	60,000 - 69,999	$13,852	$14,660
	70,000 - 79,999	$16,161	$17,104
	80,000 - 89,999	$18,469	$19,547
	90,000 - 99,999	$20,778	$21,990
	≥ 100,000	$23,087	$24,434
Industrial/Warehouse Property Use Category	**Building Classification (In square foot ranges)**	**Zone 1 - Rate Per Building**	**Zone 2 – Rate Per Building**
	≤ 1,999	$27	$49
	2,000 - 3,499	$54	$98
	3,500 - 4,999	$95	$172
	5,000 - 9,999	$135	$245
	10,000 - 19,999	$270	$490
	20,000 - 29,999	$539	$979
	30,000 - 39,999	$808	$1,468
	40,000 - 49,999	$1,077	$1,957
	50,000 - 59,999	$1,346	$2,447
	60,000 - 69,999	$1,616	$2,936
	70,000 - 79,999	$1,885	$3,425
	80,000 - 89,999	$2,154	$3,914
	90,000 - 99,999	$2,423	$4,404
	≥ 100,000	$2,692	$4,893
Non-Government Institutional Property Use Category	**Building Classification (In square foot ranges)**	**Zone 1 - Rate Per Building**	**Zone 2 - Rate Per Building**
	≤ 1,999	$380	$194
	2,000 - 3,499	$759	$388
	3,500 - 4,999	$1,327	$679
	5,000 - 9,999	$1,896	$970
	10,000 - 19,999	$3,792	$1,939
	20,000 - 29,999	$7,583	$3,878
	30,000 - 39,999	$11,374	$5,817
	40,000 - 49,999	$15,165	$7,755
	50,000 - 59,999	$18,956	$9,694
	60,000 - 69,999	$22,747	$11,633
	70,000 - 79,999	$26,538	$13,572
	80,000 - 89,999	$30,330	$15,510
	90,000 - 99,999	$34,121	$17,449
	≥ 100,000	$37,912	$19,388

*Estimated Gross Revenue: $29,711,351; Estimated Exempt Buy-down: $1,272,804; Estimated Net Revenue: $28,438,547.

EXEMPTIONS AND IMPACT OF EXEMPTIONS

Because the fire services assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City and County's general funds respectively.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City and County's general funds. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

The decision of the City and County to fund exemptions for fire services assessments on property owned by non-governmental entities is based upon the determination that such exemptions constituted a valid public purpose.

Table 17 summarizes the estimated percentage annual impact of exempting institutional, wholly tax-exempt property.

Table 17
Estimated Percentage Impact of Exemptions

Financial Classification	Amount
Estimated Assessable Costs	$29,711,351
Estimated Buy-down for Institutional Tax-Exempt Building Uses	$1,272,804
Estimated Revenue Generated	$28,438,547

Fire Services Fees Imposed on Governmental Property

The special benefit and fair and reasonable apportionment requirements for a valid special assessment do not rigidly apply to charges against government property. Florida case law has stated that user fees are paid by choice and are charged in exchange for a particular governmental service, which benefits the property paying the fee in a manner not shared by other members of the public. In the user fee context, choice means that the property paying the fee has the option of not using the governmental service and thereby avoiding the charge. Under such tests and definition of choice, the validity of both impact fees and stormwater fees have been upheld.

Impact fees are imposed to place the economic burden of infrastructure required by growth on new development. Stormwater fees are imposed to control and treat the stormwater burden generated by the use and enjoyment of developed property. Likewise, fire services provided by the City and County are intended to meet the historical demand for fire services from developed property and such fee benefits the owner or user of developed property in a manner not shared by other members of society (e.g., the owner of undeveloped property).

The Florida Attorney General has recognized that state-owned property is not required to pay a special assessment without legislative authorization but that such authorization is not needed for user fees or service charges. Additionally, a valid charge cannot be enforced by a lien against public property absent elector approval. Rather, the enforcement remedy is a mandamus action to compel payment. In addition, certain general laws preempt the home rule power of local governments to impose special assessments on educational institutions.

The methodology used in structuring the Fire Services Fee billed to governmental property has been structured to recognize the different legal requirements for special assessments and for fees and in recognition of the following assumptions:

- Fire services benefit owners of property that choose to improve and develop their property by: (i) protecting the value of the improvements and structures by providing available fire control services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of improvements and structures within improved parcels; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire control program; and (iv) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger the structures and occupants of improved property.
- The combined fire services of the City and County under its existing consolidated fire services program enhances and strengthens the relationship of such services to the use and enjoyment of the structure and improvements on improved and developed parcels of property within the County.
- Calculating the amount of the Fire Services Fee for each classification of governmental owner based upon its actual, historical demand for fire services is fair and reasonable and is in recognition of the benefit anticipated to be provided to the owner of the governmental property.

As discussed previously and documented in the "Incident Data" section of this document, the fire services incidents were analyzed to determine the fire services demand for all governmental property and for each owner. The proportionate share of the billable costs for each owner of governmental property was then applied to the total billable costs attributed to the government property classification to determine the Fire Services Fee for each owner.

Table 18 details the breakdown of the calls for service to government properties including the number of calls in the City and County and the percentages of those calls respectively.

Table 18
Government Call Breakdown

Property Category	Total Calls	Total City Calls	City Percentage	Total County Calls	County Percentage
College - FSU	182	182	100%	-	0%
College - FAMU	152	151	99%	1	1%
College - TCC	1	1	100%	-	0%
Government - Federal	5	2	40%	3	60%
Government - State	79	75	95%	4	5%
Government - Leon County	24	23	96%	1	4%
Government - City of Tall	35	34	97%	1	3%
Government – Fire Stations	8	6	75%	2	25%
Government – Leon County Industrial Park	10	10	100%	-	0%
Tallahassee Leon County Civic Center	1	1	100%	-	0%
Educational - School Board	133	105	79%	28	21%
Tallahassee Housing Authority	7	7	100%	-	0%
Leon County Research and Development TIITF Authority	18	18	100%	-	0%
Educational - Lively Vo-Tech	7	7	100%	-	0%
Total	**662**	**622**	**94%**	**40**	**6%**

Table 19 provides the Fire Services Fees for government property at 100 percent of the revenue requirements based on the total assessable costs for the Five-Year Average Budget (Fiscal Years 2009-10 through 2013-14.

Table 19
Fire Services Fees by Government Owner

Property Category	Allocation	City Portion	County Portion
College - FSU	$1,064,043	$1,064,043	$0
College - FAMU	$888,651	$882,805	$5,846
College - TCC	$5,846	$5,846	$0
Government - Federal	$29,232	$11,693	$17,539
Government - State	$461,865	$438,479	$23,386
Government - Leon County	$140,313	$134,467	$5,846
Government - City of Tall	$204,624	$198,778	$5,846
Government – Fire Stations	$46,771	$35,078	$11,693
Government – Leon County Industrial Park	$58,464	$58,464	$0
Tallahassee Leon County Civic Center	$5,846	$5,846	$0
Educational - School Board	$777,570	$613,871	$163,699
Tallahassee Housing Authority	$40,925	$40,925	$0
Leon County Research and Development TIITF Authority	$105,235	$105,235	$0
Educational - Lively Vo-Tech	$40,925	$40,925	$0
Total	**$3,870,310**	**$3,636,454**	**$233,856**

Collection Method for Special Assessments

UTILITY BILL COLLECTION METHOD FOR SPECIAL ASSESSMENTS

One method of collection available to local governments is to use an existing utility bill. The City of Tallahassee currently collects its Fire Services Assessment via the existing utility bill. In the unincorporated areas of the County, some of the parcels receive some form of City utilities, which can include electricity, water, gas, sewer or some combination thereof.

The greatest challenge with using the utility bill is to correlate the utility account with the parcel number maintained by the Property Appraiser. This process is detailed and time-consuming because utilities are not billed according to parcel identification numbers – they are billed according to account numbers, which may or may not correlate to a single parcel number. In some cases, one parcel may have multiple utility accounts based on the number of businesses or residents. In those cases, bills will be issued to each utility account holder based on their occupied portion of the total parcel.

SEPARATE BILL COLLECTION METHOD FOR SPECIAL ASSESSMENTS

A separate bill is the other mechanism available to the County because the County has no utility billing system at its disposal. The greatest disadvantage to the separate bill collection method is that the collection rate tends to be lower than when the charge appears on the tax bill or a utility bill. Local governments may, however, file a lien against properties with delinquent charges. Minimal adjustments were made to account for the anticipated under collections of using a separate bill to collect assessments.

The County and City have agreed that the City will bill and collect from property owners in the unincorporated area of the County that have City utility accounts using the utility bill. The City will identify the property owners within the County that do not receive a City utility bill and provide a separate quarterly bill for the Fire Services Assessment charges. The administration of this billing methodology will require vigilance to ensure all properties required to pay the assessment are correctly billed, and that those property owners that receive a utility bill are not doubled billed.

Additional Information

EXEMPTION CALCULATIONS

GSG utilized the most current data to identify institutional, tax-exempt parcels within the City and County in order to calculate the aggregate cost ('buy down') of these parcels. In addition, best efforts were made by GSG to reconcile any differences necessary to calculate the estimated buy down for this exemption category. Missing or incorrect property data could affect the estimated aggregate costs.

NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls.

MOBILE HOME AND RECREATIONAL VEHICLE PARK VACANCY CREDIT

As a consequence of the transient use and potential extraordinary vacancies within mobile home and recreational vehicle (RV) parks as compared to other residential property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home and RV park properties. Vacant mobile home and RV spaces within a mobile home or RV park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home or RV spaces.

VERIFICATION OF SQUARE FOOTAGE OF STRUCTURES ON TAX-EXEMPT PARCELS

The ad valorem tax roll provides the data required to determine value. So long as properties remain in the name of owners exempt from ad valorem taxation, the property appraiser may not consistently maintain data related to building improvements on such parcels. As a consequence of such data imperfections, the square footage on some of the parcels, particularly for institutional private sector classifications, may not be complete. The City of Tallahassee Fire Department staff has assisted GSG in verifying square footage information for many parcels of property within the City and County.

BILLING PROPERTIES WITH MULTIPLE UTILITY ACCOUNTS

The proposed methodology can determine the assessment rate per building on a tax parcel. However, for some non-residential properties there may be many utility accounts assigned to a building. When utilizing the utility bill to collect the Fire Services Assessment, a considerable amount of data collection will be necessary to assess each utility account assigned to the building.

Appendix A

SITUATION FOUND CODES AND DESCRIPTIONS

CODE	DESCRIPTION	TYPE
0	UNCLASSIFIED	NON-EMS
0	SKIPPED RUN	NON-EMS
10	FIRE, EXPLOSION; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
100	FIRE, OTHER	NON-EMS
11	STRUCTURE FIRE	NON-EMS
110	FIRE, STRUCTURE	NON-EMS
111	BUILDING FIRE	NON-EMS
112	FIRES IN STRUCTURES OTHER THAN IN A BUILDING	NON-EMS
113	COOKING FIRE, CONFINED TO A CONTAINER	NON-EMS
114	CHIMNEY OR FLUE FIRE, CONFINED TO CHIMNEY OR FLUE	NON-EMS
115	INCINERATOR OVERLOAD OR MALFUNCTION, FIRE CONFINED	NON-EMS
116	FUEL BURNER/BOILER MALFUNCTION, FIRE CONFINED	NON-EMS
117	COMMERCIAL COMPACTOR FIRE, CONFINED TO RUBBISH	NON-EMS
118	TRASH OR RUBBISH FIRE, CONTAINED	NON-EMS
118B	BONFIRE CONTAINED	NON-EMS
12	OUTSIDE OF STRUCTURE FIRE	NON-EMS
120	FIRE IN MOBILE PROPERTY USED AS A FIXED STRUCTURE, OTHER	NON-EMS
121	FIRE IN MOBILE HOME USED AS A FIXED RESIDENCE	NON-EMS
122	FIRE IN MOBILE HOME, CAMPER, RECREATIONAL VEHICLE	NON-EMS
123	FIRE IN PORTABLE BUILDING, FIXED LOCATION	NON-EMS
13	VEHICLE FIRE	NON-EMS
130	MOBILE PROPERTY (VEHICLE) FIRE, OTHER	NON-EMS
131	PASSENGER VEHICLE FIRE	NON-EMS
132	ROAD FREIGHT OR TRANSPORT VEHICLE FIRE	NON-EMS
133	RAIL VEHICLE FIRE	NON-EMS
134	WATER VEHICLE FIRE	NON-EMS
135	AIRCRAFT FIRE	NON-EMS
136	SELF PROPELLED MOTOR HOME OR RECREATIONAL VEHICLE	NON-EMS
137	CAMPER OR RV FIRE	NON-EMS
138	OFF ROAD VEHICLE OR HEAVY EQUIPMENT FIRE	NON-EMS
14	TREES, BRUSH, GRASS FIRE	NON-EMS
140	NATURAL VEGETATION FIRE	NON-EMS
141	FOREST, WOODS OR WILDLAND FIRE	NON-EMS
142	BRUSH, OR BRUSH AND GRASS MIXTURE FIRE	NON-EMS
143	GRASS FIRE	NON-EMS
15	REFUSE FIRE	NON-EMS
150	OUTSIDE RUBBISH FIRE, OTHER	NON-EMS
151	OUTSIDE RUBBISH, TRASH OR WASTE FIRE	NON-EMS
152	GARBAGE DUMP OR SANITARY LANDFILL FIRE	NON-EMS
153	CONSTRUCTION OR DEMOLITION LANDFILL FIRE	NON-EMS
154	DUMPSTER OR OTHER OUTSIDE TRASH RECEPTACLE FIRE	NON-EMS
155	OUTSIDE STATIONARY COMPACTOR/COMPACTED TRASH FIRE	NON-EMS
16	EXPLOSION, NO AFTER-FIRE	NON-EMS
160	SPECIAL OUTSIDE FIRE, OTHER	NON-EMS
161	OUTSIDE STORAGE FIRE	NON-EMS

CODE	DESCRIPTION	TYPE
162	OUTSIDE EQUIPMENT FIRE	NON-EMS
163	OUTSIDE GAS OR VAPOR COMBUSTION EXPLOSION	NON-EMS
164	OUTSIDE MAILBOX FIRE	NON-EMS
17	OUTSIDE SPILL, LEAK WITH ENSUING FIRE	NON-EMS
170	CULTIVATED VEGETATION, CROP FIRE, OTHER	NON-EMS
171	CULTIVATED GRAIN, OR CROP FIRE	NON-EMS
172	CULTIVATED ORCHARD OR VINEYARD FIRE	NON-EMS
173	CULTIVATED TREES OR NURSERY STOCK FIRE	NON-EMS
19	FIRE, EXPLOSION NOT CLASSIFIED ABOVE	NON-EMS
20	OVERPRESSURE RUPTURE; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
200	OVERPRESSURE RUPTURE, EXPLOSION, OVERHEAT, OTHER	NON-EMS
21	STEAM RUPTURE	NON-EMS
210	OVERPRESSURE RUPTURE FROM STEAM, OTHER	NON-EMS
211	OVERPRESSURE RUPTURE OF STEAM PIPE OR PIPELINE	NON-EMS
212	OVERPRESSURE RUPTURE OF STEAM BOILER	NON-EMS
213	STEAM RUPTURE OF PRESSURE OR PROCESS VESSEL	NON-EMS
22	AIR, GAS RUPTURE	NON-EMS
220	OVERPRESSURE RUPTURE FROM AIR OR GAS, OTHER	NON-EMS
221	OVERPRESSURE RUPTURE OF AIR OR GAS PIPE/PIPELINE	NON-EMS
222	OVERPRESSURE RUPTURE OF BOILER FROM AIR OR GAS	NON-EMS
223	AIR OR GAS RUPTURE OF PRESSURE OR PROCESS VESSEL	NON-EMS
23	RUPTURE	NON-EMS
231	CHEMICAL REACTION RUPTURE OF PROCESS VESSEL	NON-EMS
240	EXPLOSION (NO FIRE), OTHER	NON-EMS
241	MUNITIONS OR BOMB EXPLOSION (NO FIRE)	NON-EMS
242	BLASTING AGENT EXPLOSION (NO FIRE)	NON-EMS
243	FIREWORKS EXPLOSION (NO FIRE)	NON-EMS
251	EXCESSIVE HEAT, SCORCH BURNS WITH NO IGNITION	NON-EMS
29	OTHER OVERPRESSURE RUPTURE	NON-EMS
30	RESCUE CALL;INSUFF INFO	EMS
300	RESCUE, EMS CALL, OTHER	EMS
31	INHALATOR CALL	EMS
311	MEDICAL ASSIST, ASSIST EMS CREW	EMS
32	EMERGENCY MEDICAL CALL	EMS
320	ALLERGIC REACTION	EMS
321	EMS CALL, EXCLUDING VEHICLE ACCIDENT WITH INJURY	EMS
321B	BLOOD PRESSURE CHECK	EMS
322	VEHICLE ACCIDENT WITH INJURIES	EMS
323	MOTOR VEHICLE/PEDESTRIAN ACCIDENT (MV PED)	EMS
324	MOTOR VEHICLE ACCIDENT, NO INJURIES	NON-EMS
33	LOCK-IN	NON-EMS
331	LOCK-IN (IF LOCK OUT, USE 511)	NON-EMS
34	SEARCH	NON-EMS
340	SEARCH, OTHER	NON-EMS
341	SEARCH FOR PERSON ON LAND	NON-EMS

CODE	DESCRIPTION	TYPE
342	SEARCH FOR PERSON IN WATER	NON-EMS
343	SEARCH FOR PERSON UNDERGROUND	NON-EMS
35	EXTRICATION	NON-EMS
350	EXTRICATION, RESCUE, OTHER	NON-EMS
351	EXTRICATION OF VICTIM(S) FROM BUILDING/STRUCTURE	NON-EMS
352	EXTRICATION OF VICTIM(S) FROM VEHICLE	NON-EMS
353	REMOVAL OF VICTIM(S) FROM STALLED ELEVATOR	NON-EMS
354	TRENCH/BELOW GRADE RESCUE	NON-EMS
355	CONFINED SPACE RESCUE	NON-EMS
356	HIGH ANGLE RESCUE	NON-EMS
357	EXTRICATION OF VICTIM(S) FROM MACHINERY	NON-EMS
360	WATER & ICE RELATED RESCUE, OTHER	NON-EMS
361	SWIMMING/RECREATIONAL WATER AREAS RESCUE	NON-EMS
362	ICE RESCUE	NON-EMS
363	SWIFT WATER RESCUE	NON-EMS
364	SURF RESCUE	NON-EMS
365	WATERCRAFT RESCUE	NON-EMS
37	WATER RESCUE	NON-EMS
370	ELECTRICAL RESCUE	NON-EMS
371	ELECTROCUTION OR POTENTIAL ELECTROCUTION	NON-EMS
372	TRAPPED BY POWER LINES	NON-EMS
381	RESCUE OR EMS STANDBY	EMS
39	RESCUE CALL - NOT CLASSIFIED ABOVE	EMS
40	HAZARDOUS CONDITION, STANDBY; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
400	HAZARDOUS CONDITION, OTHER	NON-EMS
400P	HAZARDOUS CONDITION POWDER	NON-EMS
41	SPILL, LEAK WITH NO IGNITION	NON-EMS
410	FLAMMABLE GAS OR LIQUID CONDITION, OTHER	NON-EMS
411	GASOLINE OR OTHER FLAMMABLE LIQUID SPILL	NON-EMS
412	GAS LEAK	NON-EMS
413	OIL OR OTHER COMBUSTIBLE LIQUID SPILL	NON-EMS
42	EXPLOSIVE, BOMB REMOVAL	NON-EMS
420	TOXIC CONDITION, OTHER	NON-EMS
421	CHEMICAL HAZARD (NO SPILL OR LEAK)	NON-EMS
422	CHEMICAL SPILL OR LEAK	NON-EMS
423	REFRIGERATION LEAK	NON-EMS
424	CARBON MONOXIDE INCIDENT	NON-EMS
43	EXCESSIVE HEAT	NON-EMS
430	RADIOACTIVE CONDITION, OTHER	NON-EMS
431	RADIATIN LEAK, RADIOACTIVE MATERIAL	NON-EMS
44	POWER LINE DOWN	NON-EMS
440	ELECTRICAL WIRING/EQUIPMENT PROBLEM, OTHER	NON-EMS
441	HEAT FROM SHORT CIRCUIT (WIRING), DEFECTIVE/WORN	NON-EMS
442	OVERHEATED MOTOR	NON-EMS
443	LIGHT BALLAST BREAKDOWN	NON-EMS

CODE	DESCRIPTION	TYPE
444	POWER LINE DOWN	NON-EMS
445	ARCING, SHORTED ELECTRICAL EQUIPMENT	NON-EMS
45	ARCING, SHORTED ELECTRICAL EQUIPMENT	NON-EMS
451	POLICE ASSIST	NON-EMS
46	AIRCRAFT STANDBY	NON-EMS
460	ACCIDENT, POTENTIAL ACCIDENT, OTHER	NON-EMS
461	BUILDING OR STRUCTURE WEAKENED OR COLLAPSED	NON-EMS
462	AIRCRAFT STANDBY	NON-EMS
462A	AIRCRAFT STANDBY, ELECTRICAL INDICATORS	NON-EMS
462E	AIRCRAFT STANDBY, ENGINE FAILURE	NON-EMS
462H	AIRCRAFT STANDBY, HYDRAULICS	NON-EMS
462L	AIRCRAFT STANDBY, LANDING GEAR FAILURE	NON-EMS
463	VEHICLE ACCIDENT, GENERAL CLEANUP	NON-EMS
47	CHEMICAL EMERGENCY	NON-EMS
471	EXPLOSIVE, BOMB REMOVAL (FOR BOMB SCARE, USE 721)	NON-EMS
480	ATTEMPTED BURNING, ILLEGAL ACTION, OTHER	NON-EMS
481	ATTEMPT TO BURN	NON-EMS
482	THREAT TO BURN	NON-EMS
49	HAZARDOUS CONDITION, STANDBY; NOT CLASS	NON-EMS
50	SERVICE CALL; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
500	SERVICE CALL, OTHER	NON-EMS
51	LOCK-OUT	NON-EMS
510	PERSON IN DISTRESS, OTHER	NON-EMS
511	LOCK-OUT	NON-EMS
512	RING OR JEWELRY REMOVAL	NON-EMS
52	WATER EVACUATION	NON-EMS
520	WATER PROBLEM, OTHER	NON-EMS
521	WATER EVACUATION	NON-EMS
522	WATER OR STEAM LEAK	NON-EMS
53	SMOKE, ODOR REMOVAL	NON-EMS
531	SMOKE OR ODOR REMOVAL	NON-EMS
54	ANIMAL RESCUE	NON-EMS
540	ANIMAL PROBLEM, OTHER	NON-EMS
541	ANIMAL PROBLEM	NON-EMS
542	ANIMAL RESCUE	NON-EMS
55	ASSIST POLICE	NON-EMS
550	PUBLIC SERVICE ASSISTANCE, OTHER	NON-EMS
551	ASSIST POLICE OR OTHER GOVERNMENTAL AGENCY	NON-EMS
551A	AIRPORT - ALERT 1	NON-EMS
551B	AIRPORT - ALERT 2	NON-EMS
551C	AIRPORT - ALERT 3	NON-EMS
551D	AIRPORT - ALERT 4	NON-EMS
551E	ASSIST EMS	EMS
551R	AIRPORT RUNWAY CHECK	NON-EMS
552	POLICE MATTER	NON-EMS

CODE	DESCRIPTION	TYPE
553	PUBLIC SERVICE	NON-EMS
553D	PUBLIC SERVICE SMOKE DETECTOR	NON-EMS
554	ASSIST INVALID	EMS
555	DEFECTIVE ELEVATOR	NON-EMS
56	UNAUTHORIZED BURNING	NON-EMS
561	UNAUTHORIZED BURNING	NON-EMS
57	COVER ASSIGNMENT, STANDBY AT FIRE STATION, MOVE-UP	NON-EMS
571	COVER ASSIGNMENT, STANDBY, MOVEUP	NON-EMS
59	SERVICE CALL; NOT CLASS ABOVE	NON-EMS
60	GOOD INTENT CALL	NON-EMS
600	GOOD INTENT CALL, OTHER	NON-EMS
61	SMOKE SCARE	NON-EMS
611	DISPATCHED & CANCELED EN ROUTE	NON-EMS
611D	CANCELED BEFORE DISPATCH/UNASSIGNED UNIT	NON-EMS
611E	DISPATCHED AND CANCELED ON SCENE BY EMS	EMS
62	WRONG LOCATION	NON-EMS
621	WRONG LOCATION	NON-EMS
621L	UNABLE TO LOCATE	NON-EMS
622	NO INCIDENT FOUND UPON ARRIVAL	NON-EMS
63	CONTROLLED BURNING	NON-EMS
631	AUTHORIZED CONTROLLED BURNING	NON-EMS
632	PRESCRIBED FIRE	NON-EMS
64	VICINITY ALARM	NON-EMS
641	VICINITY ALARM (INCIDENT IN OTHER LOCATION)	NON-EMS
65	STEAM, OTHER GAS MISTAKEN FOR SMOKE	NON-EMS
650	STEAM, OTHER GAS MISTAKEN FOR SMOKE, OTHER	NON-EMS
651	SMOKE SCARE, ODOR OF SMOKE	NON-EMS
652	STEAM, VAPOR, FOG OR DUST THOUGHT TO BE SMOKE	NON-EMS
653	BARBECUE, TAR KETTLE	NON-EMS
661	EMS CALL, PARTY TRANSPORTED BY NON-FIRE AGENCY	EMS
671	HAZMAT RELEASE INVESTIGATION W/NO HAZMAT	NON-EMS
672	BIOLOGICAL HAZARD INVESTIGATION, NONE FOUND	NON-EMS
69	GOOD INTENT CALL NOT CLASSIFIED	NON-EMS
70	FALSE CALL; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
700	FALSE ALARM OR FALSE CALL, OTHER	NON-EMS
71	MALICIOUS, MISCHIEVOUS FALSE CALL	NON-EMS
710	MALICIOUS, MISCHIEVOUS FALSE CALL, OTHER	NON-EMS
711	MUNICIPAL ALARM SYSTEM, MALICIOUS FALSE ALARM	NON-EMS
712	DIRECT TIE TO FD, MALICIOUS/FALSE ALARM	NON-EMS
713	TELEPHONE, MALICIOUS FALSE ALARM	NON-EMS
714	CENTRAL STATION, MALICIOUS FALSE ALARM	NON-EMS
715	LOCAL ALARM SYSTEM, MALICIOUS FALSE ALARM	NON-EMS
72	BOMB SCARE, NO BOMB	NON-EMS
721	BOMB SCARE - NO BOMB	NON-EMS
73	SYSTEM MALFUNCTION	NON-EMS

CODE	DESCRIPTION	TYPE
730	SYSTEM MALFUNCTION	NON-EMS
731	SPRINKLER ACTIVATION DUE TO MALFUNCTION	NON-EMS
732	EXTINGUISHING SYSTEM ACTIVATION DUE TO MALFUNCTION	NON-EMS
733	SMOKE DETECTOR ACTIVATION DUE TO MALFUNCTION	NON-EMS
734	HEAT DETECTOR ACTIVATION DUE TO MALFUNCTION	NON-EMS
735	ALARM SYSTEM SOUNDED DUE TO MALFUNCTION	NON-EMS
736	CO DETECTOR ACTIVATION DUE TO MALFUNCTION	NON-EMS
74	UNINTENTIONAL	NON-EMS
740	UNINTENTIONAL TRANSMISSION OF ALARM, OTHER	NON-EMS
740R	ALARM RESET	NON-EMS
741	SPRINKLER ACTIVATION, NO FIRE - UNINTENTIONAL	NON-EMS
742	EXTINGUISHING SYSTEM ACTIVATION	NON-EMS
743	SMOKE DETECTOR ACTIVATION, NO FIRE - UNINTENTIONAL	NON-EMS
744	DETECTOR ACTIVATION, NO FIRE - UNINTENTIONAL	NON-EMS
745	ALARM SYSTEM SOUNDED, NO FIRE - UNINTENTIONAL	NON-EMS
745B	ALARM SYSTEM ACTIVATED/BURNT FOOD/NO FIRE	NON-EMS
745T	ALARM SYSTEM ACTIVATED/TESTING/MAINTENANCE	NON-EMS
746	CARBON MONOXIDE DETECTOR ACTIVATION, NO CO	NON-EMS
75	FALSE CALL	NON-EMS
77	FALSE CALL	NON-EMS
79	FALSE CALL NOT CLASSIFIED ABOVE	NON-EMS
800	SEVERE WEATHER OR NATURAL DISASTER, OTHER	NON-EMS
811	EARTHQUAKE ASSESSMENT	NON-EMS
812	FLOOD ASSESSMENT	NON-EMS
813	WIND STORM, TORNADO/HURRICANE ASSESSMENT	NON-EMS
814	LIGHTNING STRIKE (NO FIRE)	NON-EMS
815	SEVERE WEATHER OR NATURAL DISASTER STANDBY	NON-EMS
900	SPECIAL TYPE OF INCIDENT, OTHER, DUMPSTER FIRE	NOT USED
900A	TRAINING/ACADEMY	NOT USED
900B	TRAINING/TERRITORY	NOT USED
900C	COURT/DEPOSITION	NOT USED
900D	COMPANY INSPECTION	NOT USED
900E	INSPECTION	NOT USED
900F	RE-INSPECTION	NOT USED
900G	DRUG TEST	NOT USED
900H	HOSE TESTING	NOT USED
900I	HYDRANT INSPECTION	NOT USED
900P	PREFIRE PLANNING	NOT USED
900R	FIRE/RECHECK	NON-EMS
900T	TEST INCIDENT/CAD/PMDC	NOT USED
911	CITIZEN COMPLAINT	NOT USED
96	UNCLASSIFIED	NON-EMS
98	UNCLASSIFIED	NON-EMS
99	UNCLASSIFIED SITUATION	NON-EMS

Appendix B

FIXED PROPERTY USE CODES AND DESCRIPTIONS

CODE	DESCRIPTION	CATEGORY
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
111	BOWLING ESTABLISHMENT	COMMERCIAL
113	AMUSEMENT CENTER	COMMERCIAL
115	ROLLER RINK	COMMERCIAL
116	SWIMMING FACILITY	COMMERCIAL
120	VARIABLE USE AMUSEMENT/RECREATION	COMMERCIAL
121	BALLROOM,GYMNASIUM	COMMERCIAL
122	EXHIBITION HALL	COMMERCIAL
123	ARENA/STADIUM	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
130	PLACES OF WORSHIP,CHURCH,FUNERAL PARLOR	INSTITUTIONAL
131	CHURCH/CHAPEL	INSTITUTIONAL
134	FUNERAL PARLOR/CHAPEL	INSTITUTIONAL
140	CLUBS, OTHER	COMMERCIAL
141	ATHLETIC CLUB/YMCA	COMMERCIAL
142	CLUB HOUSE	COMMERCIAL
150	PUBLIC, GOVT, OTHER	INSTITUTIONAL
151	LIBRARY	INSTITUTIONAL
152	MUSEUM, ART GALLERY	INSTITUTIONAL
155	COURT ROOM	INSTITUTIONAL
160	EATING/DRINKING PLACES	COMMERCIAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
173	BUS TERMINAL	COMMERCIAL
180	THEATER, STUDIO OTHER	COMMERCIAL
182	AUDITORIUM, CONCERT HALL	COMMERCIAL
200	EDUCATIONAL PROPERTY OTHER	INSTITUTIONAL
210	SCHOOLS NON-ADULT OTHER	INSTITUTIONAL
211	PRE-SCHOOL	COMMERCIAL
213	ELEMENTARY SCHOOL	INSTITUTIONAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	INSTITUTIONAL
241	COLLEGE/UNIVERSITY	INSTITUTIONAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
255	DAY CARE-IN RESIDENCE-LICENSED	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	INSTITUTIONAL
309	OTHER INSTITUTIONAL PROPERTY	INSTITUTIONAL
311	CARE OF THE AGED/NURSING STAFF	INSTITUTIONAL
321	MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY	INSTITUTIONAL
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	INSTITUTIONAL
323	ASYLUM/MENTAL INSTITUTION	INSTITUTIONAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	INSTITUTIONAL
332	HOSPICES	INSTITUTIONAL

CODE	DESCRIPTION	CATEGORY
340	CLINICS, OTHER	COMMERCIAL
341	CLINIC, CLINIC-TYPE INFIRMARY	INSTITUTIONAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	COMMERCIAL
361	JAIL/PRISON - NOT JUVENILE	INSTITUTIONAL
363	REFORMATORY, JUVENILE DETENTION CENTER	INSTITUTIONAL
365	POLICE STATION	INSTITUTIONAL
365A	Police Training Center	INSTITUTIONAL
400	RESIDENTIAL OTHER	SINGLE-FAMILY RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	SINGLE-FAMILY RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	MULTI-FAMILY RESIDENTIAL
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	MULTI-FAMILY RESIDENTIAL
449	HOTELS, MOTELS, INNS, LODGES	COMMERCIAL
459	RESIDENTIAL BOARD AND CARE	INSTITUTIONAL
460	DORMITORIES OTHER	INSTITUTIONAL
462	FRATERNITY, SORORITY HOUSE	INSTITUTIONAL
464	MILITARY BARRACKS/DORMITORY	INSTITUTIONAL
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
529	TEXTILE, WEARING APPAREL SALES	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY,HOME SALES, PET STORE	COMMERCIAL
564	SELF-SERVICE LAUNDRY/DRY CLEANING	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	MEDICAL, RESEARCH, SCIENTIFIC OFFICE	COMMERCIAL
596	POST OFFICE OR MAILING FORMS	INSTITUTIONAL
599	BUSINESS OFFICES	COMMERCIAL
600	BASIC INDUSTRY, UTILITY, DEFENSE OTHER	INDUSTRIAL/WAREHOUSE
615	ELECTRIC GENERATING PLANT	INDUSTRIAL/WAREHOUSE
629	LABORATORIES	INDUSTRIAL/WAREHOUSE
631	NATIONAL DEFENSE SITE/MILITARY SITE	INSTITUTIONAL
635	COMPUTER, DATA PROCESSING CNTR	INDUSTRIAL/WAREHOUSE
639	COMMUNICATIONS CENTER	INDUSTRIAL/WAREHOUSE
644	GAS DISTRIBUTION SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
669	FOREST, TIMBERLAND	NOT USED
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
808	SHED	NON-SPECIFIC

CODE	DESCRIPTION	CATEGORY
819	LIVESTOCK, POULTRY STORAGE	NOT USED
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	INSTITUTIONAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
921	BRIDGE, TRESTLE	NON-SPECIFIC
922	TUNNEL	NON-SPECIFIC
926	OUTBUILDING, EXCLUDING GARAGE	NON-SPECIFIC
930	OUTDOOR PROPERTIES; INSUFF INFO	NON-SPECIFIC
931	OPEN LAND, FIELD	NOT USED
935	CAMPSITE WITH UTILITIES	COMMERCIAL
936	VACANT LOT	NOT USED
938	GRADED AND CARED FOR PLOTS OF LAND	NOT USED
940	WATER AREAS, OTHER	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
952	SWITCH YARD, MARSHALLING YARD	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
964	UNPAVED STREET, ROAD, PATH	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
972	AIRCRAFT RUNWAY	COMMERCIAL
972T	Airport Control Tower	COMMERCIAL
981	CONSTRUCTION SITE	NON-SPECIFIC
983	PIPELINE, POWER LINE RIGHT OF WAY	NON-SPECIFIC
989	EQUIPMENT OPERATING AREAS NOT CLASS ABOVE	NON-SPECIFIC
NNN	NONE	NON-SPECIFIC
NUL	None - NULL	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

Appendix C

LEON COUNTY PROPERTY APPRAISER
BUILDING IMPROVEMENT CODES AND USE DESCRIPTIONS
WITH ASSIGNMENT OF PROPERTY USE CATEGORY

CODE	DESCRIPTION	CATEGORY
0000	GSG - VACANT/DEMOLISHED	NOT USED
0100	SINGLE FAMILY RESIDENTIAL	SINGLE-FAMILY RESIDENTIAL
0300	DUPLEX	SINGLE-FAMILY RESIDENTIAL
0350	TRI/QUAD ETC PLEX - GSG CREATE	MULTI-FAMILY RESIDENTIAL
0400	CONDOMINIUM	MULTI-FAMILY RESIDENTIAL
0500	STUDENT APARTMENTS	MULTI-FAMILY RESIDENTIAL
0501	FRAT/SORORITY	INSTITUTIONAL
0510	STUDENT MULTI LEASE	MULTI-FAMILY RESIDENTIAL
0600	STANDARD APARTMENTS	MULTI-FAMILY RESIDENTIAL
0601	APT/ LESS THAN 10 UNITS	MULTI-FAMILY RESIDENTIAL
0602	DORMITORY	MULTI-FAMILY RESIDENTIAL
0700	TOWNHOUSE	MULTI-FAMILY RESIDENTIAL
0800	MOBILE HOME	SINGLE-FAMILY RESIDENTIAL
1000	GARDEN APARTMENT	MULTI-FAMILY RESIDENTIAL
1100	HIGH RISE	MULTI-FAMILY RESIDENTIAL
1200	EXEMPT MULTI FAMILY	MULTI-FAMILY RESIDENTIAL
1400	MOTELS	COMMERCIAL
1500	EXTENDED STAY HOMES	COMMERCIAL
1600	HOTELS	COMMERCIAL
1700	HOSP/NURS HOME	INSTITUTIONAL
1710	NURSING HOME	INSTITUTIONAL
1720	CLINIC	COMMERCIAL
1730	VET CLINIC	COMMERCIAL
1740	REGIONAL MEDICAL CENTER	INSTITUTIONAL
1750	ASSISTED LIVING FACILITY	INSTITUTIONAL
1800	CO-OP	MULTI-FAMILY RESIDENTIAL
2000	STORE	COMMERCIAL
2010	CONDO-STORE	COMMERCIAL
2011	SALON/BARBER SHOP	COMMERCIAL
2012	LAUNDROMAT	COMMERCIAL
2013	CARWASH	COMMERCIAL
2014	PHYS FITNESS CENTER	COMMERCIAL
2015	STORE SFR CONV	COMMERCIAL
2016	IND/RETAIL/STORE	COMMERCIAL
2018	DRY CLEANERS	COMMERCIAL
2020	CONVENIENCE STORE	COMMERCIAL
2030	CONV-STORE/GAS	COMMERCIAL
2040	SUPERMARKET	COMMERCIAL
2050	PHARMACY	COMMERCIAL
2060	JR DISCOUNT	COMMERCIAL
2070	SUPER DISCOUNT	COMMERCIAL
2080	AUTO PARTS	COMMERCIAL
2090	AUTO SERVICE	COMMERCIAL
2100	DEPARTMENT STORE	COMMERCIAL
2110	JR DEPARTMENT STORE	COMMERCIAL

CODE	DESCRIPTION	CATEGORY
2200	SHOP CENTER	COMMERCIAL
2210	NBHD SHOP CENTER	COMMERCIAL
2220	COMM SHOP CENTER	COMMERCIAL
2300	SERVICE STATION	COMMERCIAL
2400	REC/BOWL ALLEY	COMMERCIAL
2410	CLUBHOUSE/REC	COMMERCIAL
2500	REST/LOUNGE	COMMERCIAL
2510	FAMILY RESTAURANT	COMMERCIAL
2520	TAKE-OUT RESTAURANT	COMMERCIAL
2600	FAST FOOD DRIVE IN	COMMERCIAL
2610	FAST FOOD NO SEAT	COMMERCIAL
2620	NITE CLUB	COMMERCIAL
2700	AUDIT/THEATER	COMMERCIAL
2800	MALL	COMMERCIAL
2810	SUPER REG MALL	COMMERCIAL
3000	OFFICE	COMMERCIAL
3010	OFFICE CONDO	COMMERCIAL
3020	OFFICE STRIP CENTER	COMMERCIAL
3030	OFFICE LOW RISE	COMMERCIAL
3040	OFFICE MID RISE	COMMERCIAL
3050	OFFICE HIGH RISE	COMMERCIAL
3060	OFFICE INDUSTRIAL	COMMERCIAL
3070	OFFICE/SFR CONVERSION	COMMERCIAL
3080	CONDO MEDICAL OFFICE	COMMERCIAL
3100	ED/RELIGIOUS	INSTITUTIONAL
3110	CHILD CARE	COMMERCIAL
3200	PUBLIC PARKING	INDUSTRIAL/WAREHOUSE
3300	BANKS	COMMERCIAL
3400	BANKS-BRANCH	COMMERCIAL
3410	BANKS-DRV THRU	COMMERCIAL
3500	FUNERAL HOME	INSTITUTIONAL
3600	TRAINING CENTER	COMMERCIAL
3700	MEDICAL OFFICE	COMMERCIAL
3901	BROADCAST CENTER	COMMERCIAL
3902	WCTV 2	COMMERCIAL
3930	CLASSROOM/TRAINING	EDUCATIONAL
3940	LIBRARY/MULTI-MEDIA	GOVERNMENT
3950	OFFICES	COMMERCIAL
3960	DORMITORY/HOUSING	INSTITUTIONAL
3970	MEDICAL FACILITIES	COMMERCIAL
4000	WAREHOUSE	INDUSTRIAL/WAREHOUSE
4010	CONDO WAREHOUSE	INDUSTRIAL/WAREHOUSE
4020	DISTRIBUTION WAREHOUSE	INDUSTRIAL/WAREHOUSE
4030	TECH MANUFACTURING	INDUSTRIAL/WAREHOUSE
4031	INDUSTRIAL OFFICE	INDUSTRIAL/WAREHOUSE

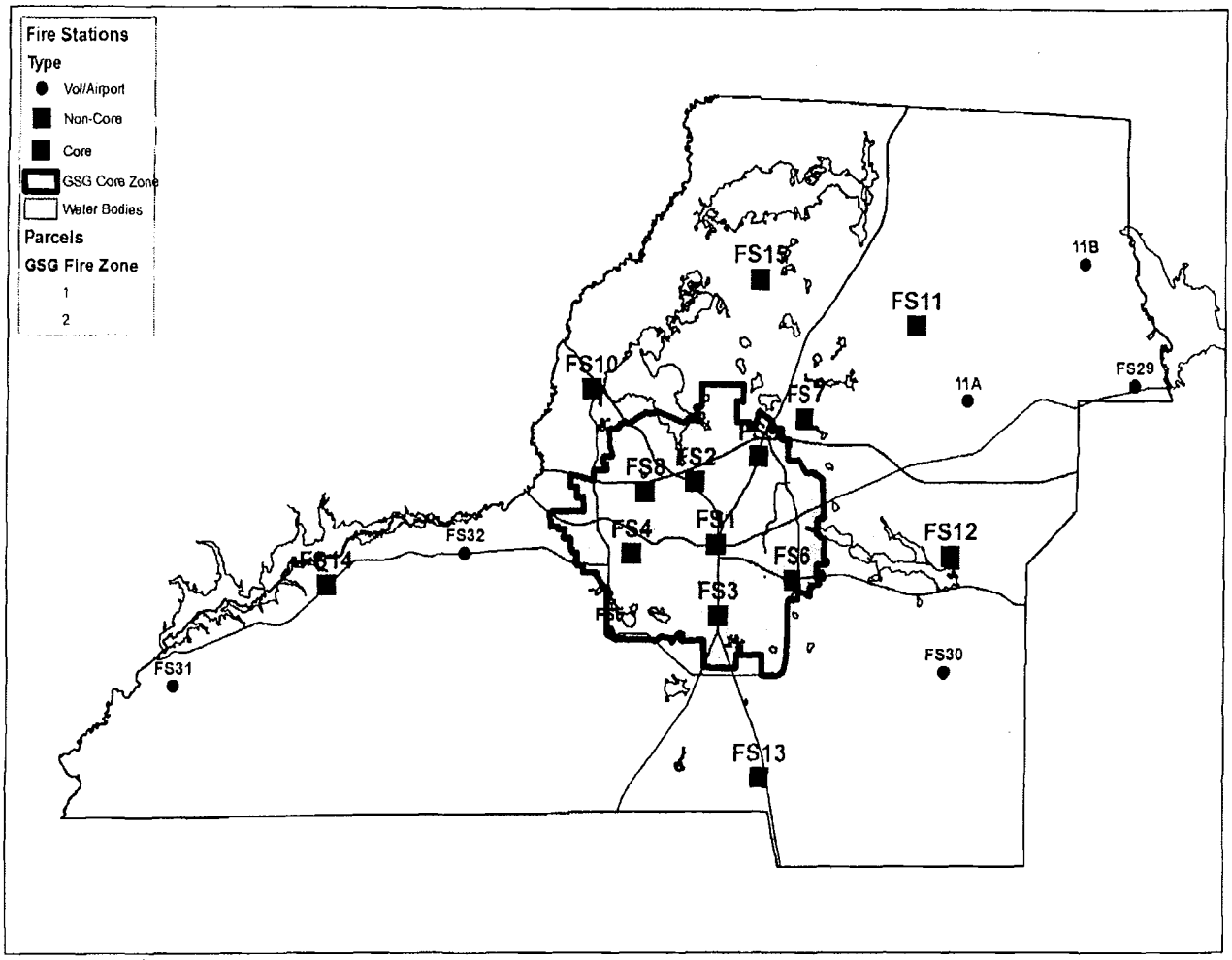
CODE	DESCRIPTION	CATEGORY
4040	WAREHOUSE/MULTI-BAY	INDUSTRIAL/WAREHOUSE
4100	SERVICE/PARKING GARAGE	INDUSTRIAL/WAREHOUSE
4110	INDEPENDENT AUTO CENTER	COMMERCIAL
4200	MINI WAREHOUSE	INDUSTRIAL/WAREHOUSE
4300	COLD STORAGE	INDUSTRIAL/WAREHOUSE
4400	LIGHT MANUFACTURING	INDUSTRIAL/WAREHOUSE
4500	HEAVY MANUFACTURING	INDUSTRIAL/WAREHOUSE
4600	AUTO SHOW/GARAGE	INDUSTRIAL/WAREHOUSE
4610	CAR/TRUCK RENTAL	COMMERCIAL
4620	BOAT S/E DEALER	COMMERCIAL
4700	PREFAB METAL BUILDING	NOT USED
4800	BARN SHED	NOT USED
4900	MAINT/MECH/WAREHOUSING	INDUSTRIAL/WAREHOUSE
4910	RESEARCH/DEVELOP LABS	INDUSTRIAL/WAREHOUSE
4920	STADIUMS/ARENAS	GOVERNMENT
4930	PARKING GARAGES	INDUSTRIAL/WAREHOUSE
4940	PRISONS/JAILS	GOVERNMENT
4950	MILITARY FACILITIES	GOVERNMENT
4960	FIRE STATION	GOVERNMENT
MHPK	GSG - MH SPACES IN MH PARKS	SINGLE-FAMILY RESIDENTIAL
MUSE	GSG - MUSEUM/CULTURAL	INSTITUTIONAL
PSC	GSG - PARKING/STORAGE CONDO	NOT USED
RVLG	GSG - RV PARK LODGING/RES	COMMERCIAL
RVMH	GSG - MH SPACES IN RV PARKS	COMMERCIAL
RVSP	GSG - RV SPACES	COMMERCIAL

Appendix D

DEPARTMENT OF REVENUE (DOR) CODES

CODE	DESCRIPTION
0	VACANT RESIDENTIAL
100	SINGLE FAMILY IMPROVED
200	MOBILE HOME
300	MULTI FAMILY +10 UNITS
400	CONDOMINIUM
500	CO-OPS
600	RETIREMENT HOMES/NONEXPT
700	MISC RESIDENTIAL
800	MULTI FAMILY 2-9 UNITS
1000	VACANT COMMERCIAL
1100	STORES 1 STORY
1200	MIXED USE STORE/OFFICE
1300	DEPARTMENT STORES
1400	SUPERMARKETS
1500	REGIONAL SHOPPING CTRS
1600	COMMUNITY SHOPPING CTR
1700	OFFICE NON-PROF 1 STORY
1800	OFFICE NON-PROF 2+ STORY
1900	PROFFESIONAL SERVICES
2000	AIR/MARINE/BUS TERMINALS
2100	RESTAURANTS/CAFETERIAS
2200	DRIVE-IN RESTAURANT
2300	BANK/S & L/MORTGAGE/CREDIT
2400	INSURANCE COMPANY OFFICE
2500	REPAIRS SVC TV/LAUNDRIES
2600	SERVICE STATIONS
2700	AUTO SALES/SERVICE/RENTAL
2800	MOBILE HOME PARKS/PK LOTS
2900	WHOLESALE/PRODUCE OUTLETS
3000	FLORIST/GREENHOUSE
3100	OPEN STADIUMS
3200	THEATER/AUDITORIUM (ENCL)
3300	NIGHTCLUB/BAR/LOUNGE
3400	BOWLING/SKATING/POOL HALL
3500	TOURIST ATTRACTION
3600	CAMPS
3700	RACE TRACK; HORSE/DOG/AUTO
3800	GOLF COURSE/DRIVING RANGE
3900	HOTELS/MOTELS
4000	VACANT INDUSTRIAL
4100	LT MFG/SM MACH SHOP/PRINT
4200	HEAVY IND/EQUIP MFG/MACH
4300	LUMBER YARD/SAWMILL
4400	PACK PLANT (FRUIT/MEAT)
4500	CANNERIES/DISTILLERIES

CODE	DESCRIPTION
4600	FOOD PROCESSING/BAKERIES
4700	CEMENT PLANTS
4800	WAREHOUSING
4900	OPEN STORAGE
5000	IMPROVED AGRICULTURAL
5100	VEGETABLE CROPS
5200	BI-ANNUAL ROW CROPS
5300	ROW CROPS
5400	TIMBERLAND SITE 90+
5500	TIMBERLAND SITE 80-89
5600	TIMBERLAND SITE 70-79
5700	TIMBERLAND SITE 60-69
5800	TIMBERLAND SITE 50-59
5900	TIMBERLAND NOT CLASSIFIED
6000	IMPROVED PASTURE LAND
6100	SEMI-IMPROVED LAND
6200	NATIVE LAND
6300	WASTE LAND
6400	GRAZING LAND CLASS V
6500	GRAZING LAND CLASS VI
6600	CITRUS
6700	POULTRY/BEES/FISH/RABBIT
6800	DAIRY, HOG & CATTLE FEED
6900	ORNAMENTALS, MISC AG
7000	VACANT INSTITUTIONAL
7100	CHURCHES
7200	PRIVATE SCHOOLS & COLLEGE
7300	PRIVATE OWNED HOSPITALS
7400	HOMES FOR THE AGED
7500	ORPHANAGES
7600	MORTUARIES/CEMETERIES
7700	CLUBS, LODGES, UNION HALLS
7800	SANITARIUMS, CONVALES, REST
7900	CULTURAL ORG, FACIILITIES
8000	UNDEFINED
8100	MILITARY
8200	GOVT FOREST/PARKS/RECREATIONAL
8300	PUBLIC COUNTY SCHOOLS
8400	COLLEGES
8500	HOSPITALS
8600	COUNTY
8700	STATE
8800	FEDERAL
8900	MUNICIPAL NOT PARKS
9000	LEASEHOLD GOVT OWNED


Fire Stations
Type
Vol/Airport
Non-Core
Core
GSG Core Zone
Water Bodies
Parcels
GSG Fire Zone
1
2
FS15
11B
FS11
FS10
FS7
11A
FS29
FS8
FS2
FS4
FS1
FS12
FS32
FS14
FS6
FS3
FS31
FS30
FS13

Rate Schedule

Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
	Single-Family Dwelling Unit	$179	$161
	Multi-Family Dwelling Unit	$125	$43

Commercial Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	$231	$245
	2,000 - 3,499	$462	$489
	3,500 - 4,999	$809	$856
	5,000 - 9,999	$1,155	$1,222
	10,000 - 19,999	$2,309	$2,444
	20,000 - 29,999	$4,618	$4,887
	30,000 - 39,999	$6,926	$7,330
	40,000 - 49,999	$9,235	$9,774
	50,000 - 59,999	$11,544	$12,217
	60,000 - 69,999	$13,852	$14,660
	70,000 - 79,999	$16,161	$17,104
	80,000 - 89,999	$18,469	$19,547
	90,000 - 99,999	$20,778	$21,990
	≥ 100,000	$23,087	$24,434

Industrial/Warehouse Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	$27	$49
	2,000 - 3,499	$54	$98
	3,500 - 4,999	$95	$172
	5,000 - 9,999	$135	$245
	10,000 - 19,999	$270	$490
	20,000 - 29,999	$539	$979
	30,000 - 39,999	$808	$1,468
	40,000 - 49,999	$1,077	$1,957
	50,000 - 59,999	$1,346	$2,447
	60,000 - 69,999	$1,616	$2,936
	70,000 - 79,999	$1,885	$3,425
	80,000 - 89,999	$2,154	$3,914
	90,000 - 99,999	$2,423	$4,404
	≥ 100,000	$2,692	$4,893

Non-Government Institutional Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	$380	$194
	2,000 - 3,499	$759	$388
	3,500 - 4,999	$1,327	$679
	5,000 - 9,999	$1,896	$970
	10,000 - 19,999	$3,792	$1,939
	20,000 - 29,999	$7,583	$3,878
	30,000 - 39,999	$11,374	$5,817
	40,000 - 49,999	$15,165	$7,755
	50,000 - 59,999	$18,956	$9,694
	60,000 - 69,999	$22,747	$11,633
	70,000 - 79,999	$26,538	$13,572
	80,000 - 89,999	$30,330	$15,510
	90,000 - 99,999	$34,121	$17,449
	≥ 100,000	$37,912	$19,388

Government Property Use Category	Total System-wide Fee	County Imposed Fee Portion
College – FSU	$1,064,043	$0
College - FAMU	$888,651	$5,846
College - TCC	$5,846	$0
Government - Federal	$29,232	$17,539
Government - State	$461,865	$23,386
Government - Leon County	$140,313	$5,846
Government - City of Tall	$204,624	$5,846
Government – Fire Stations	$46,771	$11,693
Government – Leon County Industrial Park	$58,464	$0
Tallahassee Leon County Civic Center	$5,846	$0
Educational - School Board	$777,570	$163,699
Tallahassee Housing Authority	$40,925	$0
Leon County Research and Development TIITF Authority	$105,235	$0
Educational - Lively Vo-Tech	$40,925	$0

EXHIBIT
B

EXHIBIT 2

Non-Ad Valorem Assessment Roll

(Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but has been made available for public inspection in the office of the County Administrator and will be attached hereto upon adoption.)

DR-408A
N. 02/91

FLORIDA
DEPARTMENT
OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____, 2013 (year).

_____
Chairman of the Board or authorized agent

of Leon County Board of County Commissioners
Name of local government

Leon County, Florida

TALLAHASSEE DEMOCRAT
PUBLISHED DAILY
TALLAHASSEE-LEON-FLORIDA

STATE OF FLORIDA COUNTY OF LEON:
Before the undersigned authority personally appeared Cassandra Moore, who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

AUGUST 21, 2013

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

CASSANDRA MOORE
LEGAL ADVERTISING REPRESENTATIVE
Sworn to and Subscribed before me.
This 21st Day of August 2013, by
Cassandra Moore, Cassandra Moore
Personally Known_____
OR Produced Identification_____
Type of Identification Produced_____
(SEAL)

KARI GLISSON
MY COMMISSION # EE 845026
EXPIRES: October 18, 2016
Bonded Thru Notary Public Underwriters

Notary Public
State of Florida
County of Leon

NOTICE OF PUBLIC HEARING

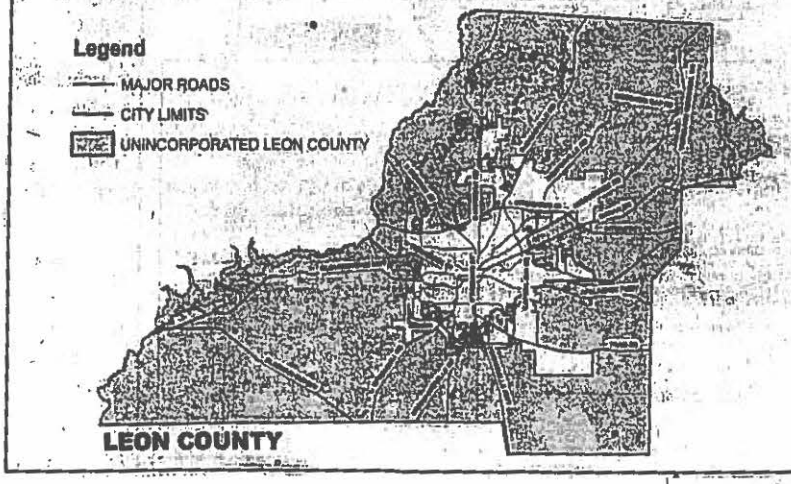
Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, September 10, 2013, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida (with certain limited exceptions).

The purpose of the special assessment is to equitably recover costs incurred for providing and funding fire rescue services to improved parcels of property located within the unincorporated area of Leon County (with certain exceptions). The special assessment shall be collected annually by the Leon County Tax Collector.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. All affected property owners have the right to appear at the public hearing, and have the right to file written objections with the Board within 20 days of the publication of this notice.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 606-5300 or 606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.



Leon County
Board of County Commissioners

Notes for Agenda Item #25

Leon County
Board of County Commissioners

Cover Sheet for Agenda #25

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services Assessment

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

Fiscal Impact:

This item has a fiscal impact. The non-ad valorem special assessment generates revenue in the amount of $1,531,007, which that is contemplated in the proposed FY13/14 budget.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Resolution adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services (Attachment #1), and, authorize the Chairman to certify the Roll to the Tax Collector (Attachment #2).

Report and Discussion

Background:
Section 18-164, Leon County Code of Laws, provides that, prior to October 1st each year, the Board of County Commissioners shall 1) adopt a budget for the operation and maintenance of the Solid Waste Management System; and, 2) adopt a resolution incorporating a determination of annual fees, rates, charges, or assessments for disposal service to be imposed upon the owners of improved residential real property in the service area.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed for the first time, and certify the entire assessment roll to the Tax Collector by September 15. Following the adoption of the disposal service charge, the assessment roll must be adopted, and then certified to the Tax Collector.

Analysis:
The annual disposal service charge is applied to all single-family residences, with the exception of apartment complexes, mobile home parks, and public lodging establishments that are served by commercial garbage service. The annual disposal service charge covers the cost of transporting, processing and disposing of waste. On August 28, 2012 the Board established the annual disposal service charge of $40.00, which remains in effect annually, thereafter, until such time the Board determines otherwise. No changes are recommended for the FY 2013-2014 annual disposal service charge.

The public hearing was advertised in the Tallahassee Democrat at least 20 days prior to the hearing, according to Florida Statute (Attachment #3). Additionally, a first-class U.S. mail notice was sent to owners of property subject to the disposal service charge for the first time.

Due to its voluminous nature, the proposed Non-ad Valorem Assessment Roll for Solid Waste Disposal Services has not been attached; however, is available for public review in the Office of the County Administrator (County Courthouse, 301 S. Monroe St., Fifth Floor. The Assessment Roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the annual disposal service charge assessment. Written comments and objections filed by affected property owners, if any, have been compiled, and likewise made available for public inspection in the office of the County Administrator.

Failure of the Board to adopt the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services will create a budget impact in the amount of $1,531,007 for fiscal year 2013/2014.

Options:

1. Conduct the first and only public hearing and adopt the proposed Resolution adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services (Attachment #1), and, authorize the Chairman to certify the Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not adopt the proposed Resolution adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services.
   (This action would require amendments to the FY 2013/2014 budget.)
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Resolution adopting the non-ad valorem assessment roll
2. Certificate to the Non-Ad Valorem Assessment Roll
3. Notice of Public Hearing - Tallahassee Democrat Advertisement

RESOLUTION NO. R13-_____

A RESOLUTION ADOPTING THE ANNUAL SOLID WASTE DISPOSAL SERVICE CHARGE NON-AD VALOREM ASSESSMENT ROLL APPLICABLE TO IMPROVED RESIDENTIAL REAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF LEON COUNTY.

RECITALS

WHEREAS, the Solid Waste Disposal Ordinance adopted by the Leon County Board of County Commissioners on July 25, 1995, establishes a service area for solid waste disposal services encompassing the County's unincorporated area; and

WHEREAS, the Solid Waste Disposal Ordinance authorizes the Board of County Commissioners to establish a special assessment for service charges to be imposed upon the owners of improved residential real property in the service area for the disposal of solid waste; and

WHEREAS, the Leon County Board of County Commissioners adopted a rate resolution at the regularly scheduled Board meeting of August 28, 2012, establishing the annual disposal service charge at $40.00, which shall cover the period from October 1, 2012, through September 30, 2013, and annually thereafter until such time as the Board determines otherwise; and

WHEREAS, pursuant to Section 18-167, Leon County Code of Laws, and Section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the non-ad valorem assessment roll for conformity with the rate resolution, to adopt such roll, and to certify the roll for collection to the Tax Collector.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. Pursuant to Section 197.3632, Florida Statutes, Leon County hereby adopts the annual solid waste disposal service charge non-ad valorem assessment roll, Exhibit 2, attached hereto and incorporated herein as if fully set forth below. The unit of measurement for the

annual disposal service charge assessment is as set forth in Exhibit 1, attached hereto and incorporated herein as if set forth below, and the amount of the annual disposal service charge assessment is as further set forth in Exhibits 1 and 2 for each single family unit of improved residential real property located within the unincorporated area of Leon County (service area) for the period from October 1, 2013, through September 30, 2014, and annually thereafter until such time as the Board determines.

2. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 10th day of September, 2013.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

F10-00122
I:\WpDocs\D013\P002\00036650.DOC

EXHIBIT 1

RESOLUTION NO. 2012-37

A RESOLUTION DETERMINING THE ANNUAL DISPOSAL SERVICE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE SOLID WASTE DISPOSAL SYSTEM APPLICABLE TO ALL IMPROVED RESIDENTIAL REAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF LEON COUNTY.

RECITALS

WHEREAS, Section 18-165, Leon County Code of Laws, adopted by the Leon County Board of County Commissioners on July 25, 1995, authorizes the Board to impose an annual disposal service charge on all improved residential real property in the service area of Leon County; and

WHEREAS, Section 18-164, Leon County Code of Laws, authorizes the Board to annually adopt a resolution determining the annual disposal service charge to be imposed upon all improved residential real property within the service area; and

WHEREAS, the Board finds that the reasonable costs of providing residential solid waste disposal services within the service area is forty dollars ($40.00) per single family residential unit per year; and

WHEREAS, the Board finds that the annual disposal service charge shall cover the period from October 1, 2012, through September 30, 2013 and annually thereafter until such time as the Board determines otherwise.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The Recitals set forth above are incorporated herein and made a part hereof.

2. The annual disposal service charge for each single family residential unit located within the service area of Leon County is hereby determined and shall be forty dollars ($40.00) for the period from October 1, 2012, through September 30, 2013, and annually thereafter until such time as the Board determines.

3. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 28th day of August, 2012.

LEON COUNTY, FLORIDA

BY: _____
Akin Akinyemi, Chairman
Board of County Commissioners

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

BY: _____

Approved ~~as to~~ Form:
Leon County Attorney's Office

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

EXHIBIT 2

Non-Ad Valorem Assessment Roll

(Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but has been made available for public inspection in the office of the County Administrator and will be attached hereto upon adoption.)

DR-408A
N. 02/91

FLORIDA
DEPARTMENT
OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____, 2013 (year).

_____
Chairman of the Board or authorized agent

of Leon County Board of County Commissioners
Name of local government

Leon County, Florida

TALLAHASSEE DEMOCRAT
PUBLISHED DAILY
TALLAHASSEE-LEON-FLORIDA

STATE OF FLORIDA COUNTY OF LEON:
Before the undersigned authority personally appeared Cassandra Moore, who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

AUGUST 21, 2013

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

CASSANDRA MOORE
LEGAL ADVERTISING REPRESENTATIVE
Sworn to and Subscribed before me.
This 21st Day of August, 2013, by
Cassandra Moore, Cassandra Moore
Personally Known_____
OR Produced Identification_____
Type of Identification Produced_____
(SEAL)

Notary Public
State of Florida
County of Leon

KARI GLISSON
MY COMMISSION # EE 845026
EXPIRES: October 18, 2016
Bonded Thru Notary Public Underwriters

NOTICE OF PUBLIC HEARING

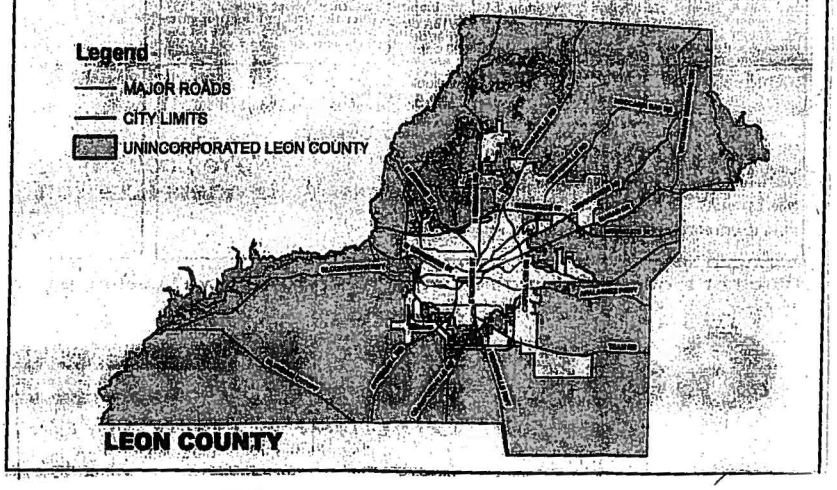
Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, September 10, 2013, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

The purpose of the assessment is to equitably recover costs incurred for the construction, operation and maintenance of the solid waste disposal system for the benefit of improved residential parcels of property located within the unincorporated area of Leon County. The assessment shall be collected annually by the Leon County Tax Collector.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. All affected property owners have the right to appear at the public hearing, and have the right to file written objections with the Board within 20 days of the publication of this notice.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 606-5300 or 606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.



Leon County
Board of County Commissioners

Notes for Agenda Item #26

Leon County
Board of County Commissioners

Cover Sheet for Agenda #26

September 10, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: Second of Two Public Hearings on a Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	N/A
Lead Staff/ Project Team:	Laura M. Youmans, Assistant County Attorney

Fiscal Impact:
This item has no fiscal impact.

Staff Recommendation:

Option #1: Continue the second of two public hearings on a proposed Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC to Tuesday, October 8, 2013 at 6:00 p.m. or as soon thereafter as same may be considered.

Report and Discussion

Background:

This Board conducted the first of two public hearings on the proposed Development Agreement (Attachment #1). At that time, the Board directed staff to schedule the second public hearing for September 10 and to continue outreach to interested parties. Since that time, staff and the developer have held several meetings to discuss issues related to the proposed Development Agreement. Those conversations are ongoing. Based on the input provided at these meetings, it appears that further discussions are still necessary before bringing back an agreed-upon product. For that reason, the recommendation is that the Board continues the second public hearing of the proposed Development Agreement until its meeting on October 8. Similarly, a request has been made to continue the Planning Commission hearing on the other items associated with the application from its September 3 meeting until its October 1 meeting.

The Agreement affects property located on the north and south sides of Bannerman Road 700 feet west of its intersection with Thomasville Road. The proposed development agreement is between Leon County, and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC, (collectively referred to as "Developer"), the owners of the properties.

On February 12, 2002, the Board approved a Settlement Agreement between the County and the owners of parcel ID#s 14-22-20-018-000-0, 14-22-20-005-000-0, 14-15-20-005-000-0, and 14-15-20-601-000-0, which are generally located between Kinhega Drive and Bannerman Road, (hereinafter referred to as the "Desantis Property," and depicted on Exhibit A to Attachment #1). This agreement, referred to as the "Bradfordville Hunt Club Agreement," conveyed a portion of the referenced property as right-of-way to the County for the construction of a public road connecting Kinhega Drive with Bannerman Road. In exchange, the County granted eligibility to the remaining property for the development of up to 75,000 square feet of commercial building square footage.

The Bradfordville Hunt Club Agreement was later amended after a new owner, Peter A. DeSantis, Jr., acquired the referenced properties. This subsequent amended agreement, the DeSantis Agreement Proportionate Share Traffic Mitigation Agreement and First Amendment to Settlement Agreement, sought resolution of traffic concurrency, which was not addressed in the original Bradfordville Hunt Club Agreement. The Board approved the DeSantis Agreement on June 10, 2008.

Pursuant to these Agreements, the Developer is entitled to development potential and traffic concurrency associated with a mixed-use development consisting of 75,000 square feet of commercial retail land use and 32 residential dwelling units, approximately 232 trips during the PM peak hour of generation. In consideration for the project roadway impacts generated by the development anticipated in the Agreements, the Developer is obligated to dedicate right-of-way

and drainage easements to the County between the southern right-of-way of Kinhega Drive and the northern right-of-way of Bannerman Road ("Beech Ridge Trail Extension").

The area of the subject property south of Bannerman Road is subject to a development agreement was purchased by the County in 2002. The parcel, less a 10-acre parcel to the Bradfordville Baptist Church and 7.5 acres reserved by the County (Exhibit B to Attachment #1), were sold to Richard S. Kearney on January 14, 2004. A portion of the property owned by Mr. Kearney has been developed as the Bannerman Corners commercial/retail development. The undeveloped portions are owned by various corporations that are parties to the proposed Development Agreement. An ownership map is provided as Exhibit D to Attachment #1. These properties, together with additional properties, as shown on Exhibit C to Attachment #1 constitute the "Southern Property" referenced in the proposed Development Agreement.

On July 10, 2012, the Board authorized staff to proceed with negotiations of a Development Agreement, and authorized staff to process related rezonings, and amendments to the restrictive covenants and the Bradfordville Sector Plan.

Analysis:

The proposed Development Agreement will maintain the original development assurances for the properties subject to the DeSantis Agreement while providing flexibility in transferring a large portion of those development rights to properties located south of Bannerman Road and adjacent to the existing Bradfordville Crossing development. In exchange, the County will acquire right-of-way needed for the future widening of Bannerman Road (runs the length of the subject property), right-of-way for the construction of an extension of Beech Ridge Trail from Kinhega Drive to Bannerman Road, property for a passive park, stormwater facilities as well as, the relocation of the Bradfordville Community Center building.

General Provisions

The Developer is currently obligated to construct the Beech Ridge Trail Extension on the Desantis Parcel. The proposed Development Agreement would reallocate some of the development entitlements allotted in previous agreements to the Southern Property. Under the proposed Development Agreement, the County would convey the County Parcel on the Southern Property, the present site of the Bradfordville School House, to the Developer. In exchange, the School House will be moved, at the Developer's expense, and located on a 17.8-acre piece of the Desantis Parcel to be conveyed to the County for use as a community center site and passive park, as shown on Exhibit E to the Attachment #1.

The existing Desantis Agreement governs the Developer's obligation to construct the Beech Ridge Trail Extension and roundabout at Kinhega Drive. Those sections of the Desantis Agreement related to the terms of the construction are incorporated into the proposed Development Agreement.

To offset the traffic impacts associated with the development rights conferred by the proposed Development Agreement, the Developer will provide to the County 40' of land along the south side of Bannerman Road to accommodate the County's need for additional right-of-way to construct the future widening of Bannerman Road; 20' of land along the north side of Bannerman Road from its western property line to the realigned Beech Ridge Trail Extension intersection with Bannerman Road to accommodate a future 10' multi-use path to be constructed by the County, as well as, stormwater treatment for the multi-use path; Beech Ridge Trail Extension will be relocated by the Developer at Bannerman Road approximately 300' west of the previously approved Desantis Agreement and the Developer will be responsible for costs to redesign and permit the relocated intersection.

The Developer will donate to the County the undisturbed lands that remain on the Desantis Parcel outside the Beech Ridge Trail Extension right-of-way, stormwater management facilities, community center, and the proposed commercial development. This area will be applied towards the required natural area set-aside for the development. To the extent that this natural area is not sufficient, the County GRACE program may be used to meet the open space requirement off-site.

The development authorized by the proposed Development Agreement will be required to comply with applicable Comprehensive Plan, and Land Development Code ("LDC") provisions, as well as, the Bradfordville Site and Building Design Standards Manual and Lake McBride Scenic Overlay District, where applicable.

Pursuant to the proposed Development Agreement, the agreed upon traffic mitigation will account for the traffic impacts created by up to 71,000 square feet of commercial/retail development; 20,000 square feet of office space; and 60 single-family and 240 multi-family dwelling units. The portion of the Desantis Parcel not conveyed to the County will be allocated sufficient traffic concurrency credits to allow development of up to 25,500 of commercial retail space and 20,000 square feet of office space. The area will be allowed to be subdivided into up to seven (7) lots with three (3) lots to the west of Beech Ridge Trail and four (4) lots east of Beech Ridge Trail (as shown on Exhibit F to Attachment #1). These commercial properties will not access Bannerman Road. The proposed Development Agreement requires that design standards for these lots be adopted which will, among other requirements, ensure that drive-through operations are only permitted on one western parcel and the three eastern parcels that are adjacent to Bannerman Road. Additional design standard requirements are contained in Paragraph 7. b. of the proposed Development Agreement.

Each component of the development of the Southern Parcel will be required to be developed such that all components will be designed to attain optimal pedestrian, bicycle, and vehicular interconnection with the other land use components, including interconnectivity between the retail and multi-family residential components (Exhibit F to Attachment #1). The components will be required to be permitted concurrently to ensure maximum interconnectivity between the components.

The development on the Southern Property will include up to 240 multi-family units, up to 46,000 square feet of commercial retail space, and up to 60 single-family homes. The multi-family component of the development will be limited to three stories in height and will be required to interconnect to the commercial and single-family residential components to the greatest extent possible. The single-family residential units will be designed to ensure multiple access points to the other components of the Southern Property.

Amendments to the Bradfordville Sector Plan, Land Development Code, and Zoning Code

To accomplish the development contemplated by the proposed Development Agreement, amendments to the Bradfordville Sector Plan, the Land Development Code, and the Zoning Code will need to be adopted by the Board. The proposed amendments were scheduled to be reviewed by the Tallahassee-Leon County Planning Commission at their July 2, 2013 meeting; however, due to a lack of quorum, the hearing was continued to August 6, 2013. Based on the Board of County Commissioner's direction on July 9, these items were again continued on August 6, to allow for meetings with interested parties. As stated earlier, it is anticipated that the item will also be continued at the September meeting of the Planning Commission to allow the parties to continue discussion. After the Planning Commission review, the items will come before the Board for public hearing.

On July 11, 2000, the Board adopted the Bradfordville Sector Plan ("Sector Plan") and the implementing Land Development Code (LDC) of Chapter 10. The BSP established a plan of development within the Bradfordville study area including the Commercial Center Future Development Concept. This concept established overlay zones that were adopted by the Board as zoning overlay regulatory districts. These overlay districts, specifically, Commercial Overlay Zone 1 (CO-1) and Commercial Mixed Use Overlay Zone 2 (CMUO-2), are outlined in Section 10-6.677 of the LDC. The BSP and LDC also established a Village Center area that provided additional design and development requirements. These overlays provide limits on commercial development, development timing, and site and building design guidelines for development within the Bradfordville Commercial Area. The Bradfordville Sector Plan is available for review on the website of the Department of Development Support and Environmental Management at: http://www/growth/bradford/index.html.

The effect to the Desantis Parcel by the Sector Plan map amendments proposed by the Development Agreement will be that the CO-1 overlay would be extended westward to include Parcel ID#'s 14-15-20-601-000-0 and 14-15-20-628-000-0. A rezoning application would also rezone Parcel ID#'s 14-22-20-005-000-0 and 14-22-20-018-000-0 to BC-1. Currently, Parcel ID#'s 14-22-20-005-000-0 and 14-22-20-018-000-0, which is located approximately 500 feet west of the intersection of Thomasville Road and Bannerman Road and zoned Bradfordville Commercial 2 (BC-2) has a Bradfordville Commercial overlay of CO-1. Parcel ID#'s 14-15-20-601-000-0 and 14-15-20-628-000-0 are located west of the above referenced parcels and are zoned Bradfordville Commercial 1 (BC-1); these parcels have a commercial overlay of CMUO-2. The existing and proposed Future Development Concept Map (Fig. 12 to the Sector Plan) is included as Attachments #2 and #3.

The proposed development of the Southern Property would also necessitate Sector Plan map amendments. Parcel ID#'s 14-22-22-000-002-0 and 14-22-22-000-003-0 are located approximately 1,000 feet west of the intersection of Thomasville Road and Bannerman Road, are owned by the County, and provide the current location for the Bradfordville Community Center. PID#14-22-22-000-002-0 is currently zoned BC-1 while only a portion of Parcel ID#14-22-22-000-003-0 is located in the BC-1 zoning district. The remainder of PID#14-22-22-000-003-0 is located in the Bradfordville Office Residential (BOR) zoning district. Both parcels are presently located within the CMUO-2 commercial overlay district.

Parcel ID#14-22-22-000-001-0 would also be affected by the amendments proposed by the Development Agreement. This parcel is located south and west of the existing Bradfordville Crossing commercial development. A portion of this parcel is zoned BOR, while the remainder is zoned Residential Acre (RA). In addition, this parcel is located partially within the CO-1 and CMUO-2 commercial overlays. If approved by the Board, the amendments would extend the CO-1 overlay further south to the common boundary between Parcel ID#14-22-22-000-001-0 and 14-22-22-000-006-0 (Bradfordville Baptist Church property).

A primary difference between the two commercial overlay districts is that the CO-1 overlay allows commercial retail with drive-thru facilities, while the CMUO-2 district does not. Another important difference resides in the required natural open space requirements. The CO-1 commercial overlay requires 25 percent of the site to be maintained in open space, while the CMUO-2 commercial overlay requires 35 percent open space to be preserved. However, both commercial overlays maintain the same site and building design requirements for the Bradfordville Commercial Center and are specifically outlined in Section 10-6.677 of the LDC.

The Development Agreement anticipates an amendment to Section 10-6.677(c)(1)c. of the LDC to establish multifamily dwellings as an allowed residential land use type. Currently, the only type of residential development permissible in the Bradfordville Commercial Overlay district is townhomes. The proposed revision to Figure 12 of the Sector Plan (Attachment #3) includes a restriction that limits multifamily development in the CMUO-2 district to the westernmost portion of the subject site south of Bannerman Road.

In addition, to effectuate the proposed development, the proposed Development Agreement includes consideration of an amendment to Section 10-6.678(c) of the LDC that would clarify the maximum building height for non-residential structures, which applies to all non-residential buildings. The southern properties are also located in the Lake McBride Viewshed and would require compliance with those additional development standards stated in Section 10-6.678 of the LDC. Additionally, pursuant to Section 10-6.677, any proposed drive-thru retail facilities will require approval pursuant to the Type "B" site and development plan review process.

The changes to the Official Zoning Map to accomplish the proposed development relate to the Residential Acre (RA), Bradfordville Commercial-2 (BC-2), and Bradfordville Office Residential (BOR) zoning districts to the Residential-1 (R-1), Urban Residential (R-4), and Bradfordville Commercial-1 (BC-1) zoning districts. The approximate acreages for each subject

new zoning district are as follows: R-1 (23.82 acres), R-4 (27.62 acres), BC-1 (11.03 acres south of Bannerman Road), and BC-1 (10.48 acres north of Bannerman Road).
The amendments to the Bradfordville Sector Plan and the Land Development Code anticipated in the proposed Development Agreement will be processed concurrently with the rezonings of the site. The rezonings proposed for the property will ensure continued consistency with the Bradfordville Sector Plan, as amended. The proposed rezonings will come before the Board for two public hearing after consistency review by the Planning Commission.

Upon full implementation of the proposed Development Agreement, the property will be authorized to develop in a manner consistent with the long-term planning objectives contemplated in the Bradfordville Sector Plan. The proposed rezonings are consistent with the Bradfordville Mixed Use Future Land Use Map (FLUM) category, which states that, "[T]he essential component of Bradfordville Mixed Use is residential land use. The low to medium density residential development will be located to provide for maximum land use compatibility and enjoyment of recreational and leisure opportunities. The village will also allow small shops and some services to serve nearby residents." More than half (51.44 acres) of the total acreage proposed for rezoning is to accommodate low to medium density residential use, which is within ¼ mile (walking distance) of commercial uses. Additionally, the subject site proposed for rezoning to R-4 shall be designed to provide vehicular, pedestrian and bicycle interconnections between the multi-family development proposed for the site and the adjacent commercial development according to the proposed Development Agreement. The Development Agreement also states that the subject site proposed for rezoning to R-1 shall be designed to have multiple access points to the proposed multi-family and the commercial development located north of the subject site.

Furthermore, the Bradfordville Mixed Use FLUM category is intended to be implemented by zoning districts, which reflect eight different development patterns. The subject sites proposed for rezoning to R-1 and R-4 will implement the Low and Medium Density Residential development patterns, respectively. The Low Density Residential development pattern is intended to provide for a wide range of housing types with a density not to exceed eight dwelling units/acre. The proposed R-1 zoning district allows only single-family detached homes with a maximum density of 3.63 dwelling units/acre. The Medium Density Residential development pattern is intended to provide for a wide range of housing types with a density not to exceed 16 dwelling units/acre that is in close proximity to more intensive non-residential uses served by existing and planned infrastructure, including mass transit. The R-4 zoning district allows a variety of housing types including multi-family, with a maximum density of 16 dwelling units per acre. The DA states that the developer will coordinate with StarMetro to determine if a transit stop is needed in front of the subject property to be rezoned to R-4. This development pattern's location criteria stipulates that areas considered to be a more intensive land use that are located next to Low Density Residential and Residential Preservation (RP) and/or along arterial and collector roadways shall meet the location criteria. The R-4 zoning district allows more intensive land uses and is contiguous to the subject area proposed for the R-1 zoning district (Low Density Residential) and existing properties zoned RP. It also fronts a major collector roadway (Bannerman Road), which is consistent with these criteria.

The remaining 21.51 acres is proposed for rezoning to BC-1 and will implement the Village Center development pattern, which states that "[I]t is intended to provide locations for offices and commercial uses that provide goods and services that people frequently use, in close proximity to their homes". Again, both subject sites proposed for the BC-1 zoning district are within ¼ mile (walking distance) of residential uses. The Village Center development pattern location criteria states that areas zoned for this development pattern shall have access to an arterial or collector roadway. One subject site has access to a collector roadway (Bannerman Road) and the second subject site has access to an arterial roadway (Thomasville Road).

Restrictive Covenants

The Lake McBride Area Residents' Association ("LMARA") Settlement Agreement was entered into by LMARA and Leon County to resolve litigation related to the water quality in Lake McBride. The Settlement Agreement was entered into on November 25, 2002. With respect to allowable development on the subject parcel, the County agreed to:

> (1) place deed restrictions and covenants on the land to run in perpetuity to require the property to comply with the Lake McBride Special Development Zone in the Bradfordville Sector Plan, implement strict sediment control during any construction, and the landscaping and development and design standards approved for the Lake McBride Basin; and
>
> (2) to place a deed restriction on the property requiring that the 76 acres would be restricted to 64 acres of residential with a density of 1 unit per 10 acres or less, and the remaining 12 acres would be restricted to greater than commercial zoning, and that a church or other religious facility would be allowed on the portion of the residential property, provided that the conveyance to the church does not include a cemetery, a day school, and adult congregate living facility, or nursing home or similar activity

Similar terms were also incorporated into the County's settlement agreement with the Killearn Lakes Homeowners' Association ("KLHOA") resolving related litigation.

Pursuant to the terms of the settlement agreements, Leon County placed restrictive covenants on the subject property are recorded in the Public Records of Leon County at Book 3021, Page 1045. The Amended Restrictive Covenants were subsequently adopted by the owners of the property at the time: Leon County, Mr. Kearney, and the Bradfordville First Baptist Church. They are recorded at Book 3132, Page 782, Public Records of Leon County. Neither LMARA nor KLHOA are parties to the Restrictive Covenants or Amended Restrictive Covenants; however, unilateral amendments to the Restrictive Covenants without consultation with LMARA and KLHOA would likely be considered a breach of the settlement agreements. The Developer and the County are working with the affected property owners to reach an agreed-upon amendment to the Restrictive Covenants to allow development of the property to move forward.

Based on the input provided during meeting with interested parties, it appears that further discussions are desirable prior to final approval of the proposed Development Agreement. It is recommended that the Board open the public hearing, as advertised, and continue the public hearing until its October 8, 2013 meeting at 6:00 p.m.

Options:

1. Continue the second of two public hearings on a proposed Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC and announce that the second public hearing for the proposed Development Agreement will be continued until the Board of County Commissioners meeting on October 8, 2013 at 6:00 p.m. or as soon thereafter as same may be considered.
2. Conduct the second of two public hearings on the proposed Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC and do not approve the proposed Development Agreement.
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. Proposed Development Agreement with Exhibits.
2. Existing Future Development Concept Map, Figure 12 of the Bradfordville Sector Plan.
3. Proposed Future Development Concept Map, Figure 12 of the Bradfordville Sector Plan.
4. Notice of Publication

HT/LMY

DEVELOPMENT AGREEMENT

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

Recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the developer wishes to utilize/allocate the DeSantis entitlements (listed above) in combination/addition to the 83,156 SF of existing retail/commercial development (Bannerman I and II) entitlements, to develop one (1) mixed use project (see Exhibit E). The developer proposes (up to); 71,500SF of retail/commercial (anticipated to be allocated with 25,500 SF north of Bannerman Road & 46,000 SF south of Bannerman Road), 20,000SF of office (north of Bannerman Road), 240 multifamily units (south of Bannerman Road) and 60 single family detached residential units (south of Bannerman Road).

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

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

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference as if specifically set out.

2. Comprehensive Plan Consistency. All of the properties contemplated in this agreement are within the Bradfordville Future Land Use Category of the Tallahassee / Leon County Comprehensive Plan and further implement the development patterns identified in Policy 1.7.9. The proposed uses and densities / intensities are within the development patterns thresholds and will locate commercial development within the Thomasville Road / Bannerman Road node as envisioned. The County has determined that, upon full implementation of this Agreement, the development permitted or proposed shall be consistent with the Tallahassee-Leon County Comprehensive Plan and land development regulations.

3. Property Transfer.

    a. Property Exchange. The County will transfer to Developer, via County Deed the County Parcels, with no encumbrances or title exceptions excepting for those identified in **Exhibit B-1.** Developer will transfer to the County, via Statutory Warranty Deed, the 17.8 acre parcel (Beech Ridge Trail Extension right-of-way,

community center site, stormwater ponds and passive park), as described in **Exhibit E,** free and clear of encumbrances and title exceptions excepting for those identified in **Exhibit A-1.** The transfer of said properties shall occur upon completion of the construction by Developer and acceptance of dedication by the County of the Beech Ridge Trail Extension.

b. School House Relocation. The Developer at their expense, will relocate the Historic County School House ("School House") to an agreed-upon location on the Desantis parcel no later than 60 days following the acceptance of Beech Ridge Trail Extension by the County. The Developer will take special precaution and care in moving the School House to maintain the structural integrity of the building. The Developer will provide the following at the new School House site: 1) installation of asphalt (or other material acceptable tothe County) ingress/egress through curb return, 2) gravel parking lot with 15 parking stalls and 1 concrete handicap accessible parking space, 3) all necessary utility connections, 4) structurally designed concrete piers to set house, 5) sidewalk from the handicap accessible parkingspace to ingress/egress ramp 6) stabilize site and relocation of the Capital Area Flood Warning Network (CAFWN) weather monitoring equipment to the new site. The site and building will be owned and operated by Leon County as a Community Center.

4. <u>Beech Ridge Trail Extension and Passive Park</u>

a. To mitigate for the roadway impacts anticipated to occur as a result of the development contemplated by the Agreement, the Developer will dedicate to the County right-of-way and drainage easements between the northern boundary of the Desantis parcel and the northern right-of-way of Bannerman Road with the intention that a roadway be constructed within this right-of-way, which will be an extension of Beech Ridge Trail, a public road, extending from the southern edge of the payment of Kinhega Drive to the northern edge of the payment of Bannerman Road. The dedication will include sufficient area to provide for the construction, operation and maintenance of facilities for stormwater treatment, including drainage easements, for the run-off generated by the Beech Ridge Trail Extension. The dedicated right-of-way shall be no less than sixty (60) feet in width, which may require that a governmental subdivision be approved.

b. Funding and construction of the Beech Ridge Trail Extension shall include all design, surveying, engineering, permitting, testing, construction management or other costs associated with the construction of the Beech Ridge Trail extension and associated stormwater treatment. The design process shall include submittal of design documents to Leon County Public Works and Leon County

Development Support and Environmental Management for review, comments (which comments shall be implemented by the Developer) and approval, as appropriate, at the customary points of design completion: 30%, 60%, 90%, and 100% of design completion. Leon County Public Works and Leon County Development Support and Environmental Management shall be afforded adequate time for this review, including not less than 30 days for review of final plans for final approval at 100% completion. The County must approve or reject the final plans with 60 days, exclusive of time required for the applicant to respond to a notice of application deficiency, or it shall be deemed that the County has approved the final plans as submitted.

c. Developer will bear the costs of designing, surveying, engineering, permitting, conducting evaluations/investigations and cost of the construction of the Beech Ridge Trail Extension and associated storm water facilities.

d. Developer has agreed to contribute to the County one-half of the cost, on a reimbursement basis, not to exceed a total contribution of $100,000.00 for surveying, engineering, designing, and permitting a roundabout at Kinhega Drive and of the acquisition of needed right-of-way to access the roundabout and for construction of the roundabout. Of the committed funds, $36,734.00 of the Developer's contribution remains outstanding. Attached as **Exhibit G** is the acknowledgement from the County confirming the Developer's contribution to-date.

e. The County shall be responsible for all remaining costs of permitting, design, construction, and additional right of way acquisition needed for the roundabout at Kinhega Drive and Beech Ridge Trail (that exceed the contribution by the Developer) along with the needed acquisition and cost of the necessary right-of-way or easements for the Beech Ridge Trail stormwater pond outfall. The County will acquire all necessary rights of way and/or easements in timely manner and fund construction of said roundabout commensurate with the final approval of this agreement by the County Commission. The County will, upon execution of this Agreement, in a timely manner, take all required steps to acquire the drainage easement as depicted in **Exhibit E**., attached. Should said drainage easement not have been acquired by the date which is 60 days prior to the estimated date of the acceptance of the dedication of Beech Ridge Trail Extension by the County, then the County shall initiate a "quick take" condemnation of the drainage easement. The County shall not withhold the permitting of the construction of Beech Ridge Trail and associated stormwater ponds due to the lack of said drainage easement.

f. Beech Ridge Trail Extension shall be designed and constructed as a collector street, consistent with the parameters established by and in coordination with Leon County Department of Public Works, and shall include the following design elements: two eleven-foot wide travel lanes; curb and gutter along each side of the street; four-foot wide bicycle travel lanes along each side of the street; a sidewalk of no less than five feet of width to be provided along one (1) side of the street; conveyances for stormwater; a stormwater detention or retention facility, with adequate access thereto; a traffic signal at the intersection of Beech Ridge Trail and Bannerman Road, including associated support structures, signal box, pedestrian crossing signals, and wiring, the cost of which shall be borne by the Developer.

g. The Developer may proceed with the construction of the Beech Ridge Trail Extension without regard to whether the County has acquired the necessary right-of-way for the roundabout. If feasible, the County will fund the Beech Ridge Trail Extension roundabout construction commensurate with Developer's issuance of an invitation to bid for the construction of the Beech Ridge Trail Extension The Developer's invitation to bid will also include the roundabout (as addendum) and to construct the roundabout via 'construction agreement' between the County and Developer.

h. Upon the final completion of the construction of Beech Ridge Trail Extension and associated storm water facilities construction, and acceptance of that construction by Leon County Public Works, the Developer shall dedicate or convey the ownership of Beech Ridge Trail Extension right-of-way to Leon County along with all applicable drainage conveyances to the stormwater management facilities, and the said stormwater management facilities, subject to the Board of County Commissioners' acceptance. The construction and dedication of Beech Ridge Trail Extension to Leon County qualifies as significant benefits under the provisions of Section 6.2.5.3.b. of the Leon County Concurrency Management Policies and Procedures Manual, adopted on November 14, 2006.

i. The parties agree and understand that the commitments for the construction, dedication and acceptance of Beech Ridge Trail Extension, in its entirety, shall be pre-requisites for the issuance of any certificate of occupancy for any building constructed on the DeSantis Parcel. Except, however, should the County fail to construct its portion of the road and roundabout, such failure shall not affect the Developer's right and ability to obtain building permits for development on the DeSantis Parcel and the commercial parcels on the south side of Bannerman Road. In such case, the northern termination of Beech Ridge Trail Extension shall be at the north property line of the DeSantis Parcel.

j. As a condition of any development order or environmental permit, pursuant to this Agreement, the Developer shall provide a surety device for the construction of Beech Ridge Trail Extension and associated improvements as specified herein which have not been constructed. The surety device shall:

1. Be acceptable to and approved by the County Engineer and the County Attorney; and, cover 110 % of the cost of any uncompleted road, storm water management conveyance improvements, or other required infrastructure as estimated by the engineer of record and approved by the County Engineer; and,

2. Be conditioned upon completion of construction and dedication of roads and storm water management conveyances as shown on the approved construction plans within 18 months, or as extended by the county engineer; and,

3. Be payable solely to and for the indemnification of Leon County.

k. The Developer shall provide a surety device, payable solely to and for the indemnification of Leon County, in the amount of 10% of the total cost of all required improvements as approved in the site and development plan to cover defects in materials and/or workmanship for two years for the Beech Ridge Trail Extension.

5. <u>General Development Requirements</u>

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

b. Traffic Concurrency. Utilizing the latest ITE Trip Generation Manual, the Developer, in conjunction with the Leon County Department of Development Support and Environmental Management, has performed and completed the 'Traffic Concurrency Application' (dated 5/22/2013) which calculated and compared the aggregate sum of all existing and proposed non-residential (shopping center (154,656 SF)/office (20,000 SF)) and residential (300 units) PM peak hour trips for the entire mixed-use development against the cumulative sum of: 1) the number of trips already approved for the existing 83,156 SF retail/commercial development; and 2) what is reserved in the Desantis Agreements (approximately 232 trips) during the PM peak hour of generation. Any net new external PM peak hour trips for the development will be identified after deducting the previously reserved transportation concurrency trips. The

calculated net external PM peak hour trips are 103 VPH and have minimal adverse effect on the surrounding roadway capacity network. To quantify, the proportionate cost by the developer to mitigate the offsite deficit presented by this proposed development is approximately $24,765.00,

c. Signal and Turn Lane. Signal Warrant and Turn Lane Analysis (5/28/2013) was performed by Developer, as the request of Leon County Public Works Department, to ensure traffic operational safety along the Bannerman Road Corridor with respect to: 1) the proposed new intersection and signal at Beech Ridge Trail/Bannerman Road, and 2) the proposed shopping center and residential expansion west and north of the existing Bannerman Crossing development. The conclusion of this report shows that the Signal is warranted at its new location and modifications to Bannerman Road within its existing rights of way/pavement can be achieved to properly accommodate signal and new development (see 6.a below). It was determined however that a new westbound left turn lane off Bannerman Road to the future extension of Quail Common Drive south is recommended and would be beneficial to the residential development. This improvement is not immediately needed and furthermore is the second ingress/egress for the residential portion of this development and therefore could be built by the County as part of the Bannerman Road widening project (see 6.d below for further detail). The anticipated cost of building the westbound left turn lane is approximately $75,000 should it be constructed by the County during the widening of Bannerman Road.

d. Developer Roundabout Expense: The remaining commitment due to the County for the Roundabout by the Developer is $36,734. Said amount shall be offset against the benefits set forth in 5.e., below.

e. Significant benefits to offset additional offsite PM peak trips, turn lanes, and roundabout (and all associated costs) as determined in 5.b., 5.c., and 5.d., above:

    1. The 40’ of land (1.5 ac.) provided by Developer along south side of Bannerman Road as described in 6.e. below is valued at $900,000.

    2. The 20’ of land (0.23 ac.) provided by Developer along north side of Bannerman Road as described in 6.c. below and the stormwater treatment and attenuation provided for same by the Developer. Is valued at $125,000.

    3. Relocation of Beech Ridge Trail Extension by Developer at Bannerman Road approximately 300’ west of previously approved DeSantis agreement location as described in 6.a. below is valued at $75,000.00.

f. Costs required by Developer as described in 5b, 5c, and 5d above total approximately $136,500 and the value provided by the developer as described in 5e above totals approximately $1,100,000.00 for a net value owed to the developer of $963,500;00. In lieu of cash from the County to the Developer, the developer will be allocated a credit of $963,500.00 credit towards the funding of the Bannerman Road widening project, potentially constructed in phases, with the first phase occurring from Beech Ridge Trail to Quail Commons Drive.

g. Entitlements. As concurrency has been finalized and properly mitigated, three (3) categories of land use entitlements will be created for all future development to allocate concurrency:

1. Shopping Center (commercial/retail) (71,500 square feet);
2. Office (20,000 square feet);
3. Residential (60 single family and 240 multi-family);

h. Land Use Conversion Tables. A land use conversion table is attached hereto as **Exhibit H**, utilizing the latest Traffic and Transportation Engineering methodologies, that interconnects the three (3) categories, above, shall be utilized should future land use changes be requested by the Developer.

i. Public Transit. The Developer will coordinate with Star Metro to locate a transit stop and shelter on the Developer's parcel lying south of Bannerman Road should Star Metro determine need and have appropriate funds to implement. The costs of design, permitting, construction, and installation of such a transit stop/shelter shall be borne by Star Metro with the exception of the concrete pad for the stop/shelter which will be borne by the Developer. All future maintenance of said stop/shelter will be determined at later date between the parties.

j. Natural Area.

1. The Developer will donate the undisturbed lands that remain outside the limits of Beech Ridge Trail Extension right-of-way, stormwater management ponds, Community Center, and the proposed commercial development lying on the north side of Bannerman Road to Leon County. These areas will be available for use towards natural area credit for future development.

2. Open Space may be included in rezoning and/or sector plan amendments if needed to achieve Natural Area credit. To the extent that the natural area is not sufficient, the Developer may use the County's GRACE program to provide required open space mitigation offsite.

6. Improvements to Bannerman Road.

a. The Developer will bear the costs to redesign and permit the intersection of Beech Ridge Trail Extension and Bannerman Road so that such intersection aligns with the new proposed entrance to the development on the Southern Property presently undeveloped. The 5/28/2013 Signal Warrant and Turn Lane Analysis has demonstrated that maintaining the existing westbound left turn lane off of Bannerman Road into the existing Bannerman Crossings shopping center in conjunction with the proposed westbound left turn lane at the new traffic signal is allowed. The Developer is responsible for any and all median construction/reconstruction, signage and striping for said turning movements associated with the realignment. Once construction/reconstruction is complete and a reasonable time period has occurred allowing for vehicle traffic patterns to adjust, further modifications to remove the left turn lane, westbound Bannerman Road, immediately following the intersection at Thomasville Road, that cannot be resolved through signal timing may be made by the County.

b. Proposed county widening of Bannerman Road will not affect Developer's construction of Beech Ridge Trail Extension or its realignment with Bannerman Road. Should the County proceed with the widening of Bannerman Road commensurate with the Developer's construction of Beech Ridge Trail the Developer may add this work as an addendum to their construction plans via a construction agreement between the Parties.

c. Developer will provide 20 feet of frontage along the north side of Bannerman Road from its western property line to the realigned Beech Ridge Trail Extension intersection with Bannerman Road to accommodate the future 10' multipath side walk to be designed and built by Leon County. Developer will provide the capacity/attenuation and treatment for this multi-use path consistent with Leon County standards for the Bradfordville Study Area.

d. County will maintain full intersection allowances at Quail Common and Bannerman Road, unless future traffic patterns/safety analysis concludes differently. The required westbound left turn lane identified in 5c. above will be built by the Developer at the total expense of Developer, to be determined, should impacts be recognized prior to County commencing with their Bannerman Road

widening project. Should impacts not be recognized as described above, the County will build the westbound left turn lane off Bannerman Road onto the southerly extension of Quail Common Drive as part of their Bannerman Road widening design/construction. Sufficient median is proposed in the County's Bannerman Road widening plans to accommodate this left turn lane. Developer is solely responsible for the design and construction of the southerly extension of Quail Common Drive.

e. Developer will donate to the County the necessary 40 feet of frontage along the south side of Bannerman Road to accommodate the County's need for additional right-of-way to construct the future widening of Bannerman Road.

7. Development of the Desantis Parcel

a. The portion of the Desantis Parcel not conveyed to the County, as set forth above and depicted in **Exhibit E**, shall retain and be entitled to +/-25,500 SF of commercial retail space and 20,000 SF of office space with the associated PM peak hour trips calculated from the new cumulative trip assessment determined in 5.b. above and placed appropriately. The approximate location of the intended uses of the remaining parcel is depicted on **Exhibit F**.

b. The Developer will be authorized to subdivide the portion of the property not conveyed to the County into a maximum of seven (7) commercial lots, with a maximum of three (3) lots west of Beech Ridge Trail, and a maximum of four (4) lots east of Beech Ridge Trail. As shown in **Exhibit F**, access to the commercial properties shall be provided by a rear access road and shall not be permitted directly off of Bannerman Road. Design standards will be adopted to relate the western lots to the park via pedestrian access. Drive-through operations will only be permitted on one parcel of the three western parcels and the three eastern parcels that abut Bannerman road. In the event of contiguous fast food development the County will allow; interconnected/shared vehicular and pedestrian access, and minimal landscape medians between parking isles by utilizing cumulative and contiguous natural buffers (cleared of underbrush) along Bannerman/Beech Ridge Trail Extension road frontage to compensate for internal shortfall. A single bank of parking may be allowed on the sides of the buildings facing Bannerman Road and/or Beech Ridge Trail Extension. The commercial buildings should be designed such that the side of the building facing Bannerman Road has doors, windows, or other design elements giving the appearance of accessibility to Bannerman Road. Developer shall install a buffer along the western boundary of the DeSantis Parcel where it is contiguous to Lots 10 and 11, Block C, Killearn Lakes Unit 1. The buffer to be installed will be in compliance

with a Type B buffer as set forth in Section 10-7.522 and shall be 10 feet in width, excluding the width of the buffer already in existence on the Killearn Lakes Unit 1 Plat. In conjunction with design and construction of the storm water ponds, the County will allow the Developer to temporarily stage the removed fill by way of a temporary staging permit as allowed by County Ordinance.

8. Development of Southern Property

   a. Interconnectivity. All land use components shall be designed to ensure optimal pedestrian, bicycle and vehicular interconnection(s) with the other land use components of the Southern Property, including interconnectivity between the retail and multi-family residential components. To ensure interconnectivity between the commercial/retail component and the multi-family component, these components shall be permitted and constructed concurrently. In addition, transit opportunities shall be maximized.

   b. Lake McBride Scenic Overlay District. All development on the parcels lying south of Bannerman Road shall comply with and implement the Lake McBride Scenic Overlay District contained in Sec. 10-6.678 the Leon County Code of Laws.

   c. Multi-family Residential.

      1. A total of PM peak Hour trips equivalent to 240 multi family units will be calculated from the new cumulative trip assessment determined in 5.b. above and provided on the Southern property indicated on **Exhibit F** as multi-family

      2. The multi-family dwelling units will be limited to three stories in height.

   d. Commercial/Retail. A total of PM Peak Hour trips equivalent to +/- 46,000 SF of commercial retail space will be calculated from the new cumulative trip assessment determined in 5.b. above and provided to the Southern Property.

   e. Single-family residential

      1. A total of PM peak hour trips equivalent to 60 single family detached units will be calculated from the new cumulative trip assessment determined in 5.b. above and provided on the Southern property indicated on **Exhibit F** as single-family.

      2. The Single-family component will be designed to ensure multiple access points to the other components of the Southern Property.

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

a. Bradfordville Sector Plan.

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

2. The County will consider an ordinance amendment to allow multi-family residential in the Commercial/Mixed Use Overlay Zone Two (CMUO-2) of the Bradfordville Sector Plan and to designate the portion of the Southern Property shown as "Multi-family" on **Exhibit F** as CMUO-2 in the Bradfordville Sector Plan. The amendment will address all changes necessary for the anticipated "Multi-family" development including height not to exceed three stories.

3. The County will consider an ordinance amendment to designate the portion of the Southern Property shown as "Retail/Office" on **Exhibit I** as Commercial Overlay Zone One (CO-1) in the Bradfordville Sector Plan.

b. Amendments to the Leon County Land Development Code. The County will consider an Ordinance to Section 10-6.677 to allow Multi-Family Development.

c. Amendments to the Official Zoning Map

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

2. The County will consider amendments to the Official Zoning Map to rezone all land subject to this Agreement lying South of Bannerman Road proposed retail and stormwater pond to be Bradfordville Commercial-Auto Oriented District (BC-1).

3. The County will consider amendments to the Official Zoning Map to rezone all land subject to this Agreement lying south of Bannerman road for Multifamily site, stormwater pond and natural area to Urban Residential District (R-4) and will be allowed to develop at 10units/acre based on gross land area.

4. The County will consider amendments to the Official Zoning Map to rezone all land subject to this Agreement lying south of Bannerman road for single family and stormwater pond will be rezoned to Single-Family Detached Residential District (R-1) and be allowed to develop at 3.63 units/acres base on gross land area.

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

10. Declaration of Covenants, Conditions, and Restrictions.

a. The County and the Developer agree to effectuate an amendment to the Amended Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 3132, Page 782, in the Public Records of Leon County, Florida to allow construction of the development contemplated by this Agreement.

b. The Amended Restrictive Covenants shall be amended as follows:

1. An amended Exhibit "A" (see attached **Exhibit D** to this Agreement) shall be provided which shall indicate the appropriate land uses pursuant to the Second Amendment.

2. Article II shall be amended so as to relate only to the existing church parcel which shall be restricted to residential property with a density of one unit per ten acres or less; and a church or other religious facility shall be allowed on a portion of the residential property, provided that the church does not include a cemetery, a day school, an adult congregate living facility, a nursing home, or similar activity.

3. Article III shall be amended so as to relate to the existing and proposed commercial parcels and will be restricted to no greater than commercial zoning.

4. Article IV will be amended to relate to proposed residential components and shall provide that any and all development on the portion of the 75.35-acre Property lying within the Lake Viewshed Overlay, as designated in Figure 13 of the Bradfordville Sector Plan, shall be consistent the applicable Leon County Land Development Regulations as set forth in Section 4 of County Ordinance No. 00-31 adopted by the Board of County Commissioners of Leon County on July 11, 2000 (hereinafter the "Ordinance"); provided, however, that single family residential

development of Lot 1 shown on Exhibit "A" shall be further restricted to a density of 3.63 units per 1 acre and the multi-family residential development of Lot 1 shall be restricted to no more than 240 multi-family residential units

c) The County agrees that it will take those steps necessary to effectuate and execute said amendment. The Parties understand that the amendment will have to be executed by Bradfordville Baptist Church in order for it to be effective. The County makes no representations as to the willingness of Bradfordville Baptist Church to executing said amendment. Such amendment is also contingent upon the modification of settlement agreements entered into by Leon County in Case Nos. 1997 CA 2689 and 2000 CA 1784.

11. Indemnification. If this Agreement, any action resulting from an obligation herein, or any development order of the County issued for the proposed development is challenged by anyone other than the property owners in any judicial or administrative action as being arbitrary or unreasonable, inconsistent with the Comprehensive Plan, unconstitutional, or otherwise invalid or unlawful for any reason, the Developer shall diligently defend such action (or, at the option of the Board of County Commissioners, shall pay all of the County's defense costs and fees, which are reasonable and necessary) and shall be liable for and hold the County, its officers, officials, and employees, harmless from any costs, fees, damages, and attorney's fees which may be assessed against the county, its officers, officials, and employees as it relates thereto. The Developer shall have the right at any time during any such action(s) to withdraw the application for the 163 Agreement, re-zoning application, or request withdrawal of the Sector Plan Amendment.

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

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

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

15. Approval and Effective Date. Approval of the development agreement shall expire unless, within 30 days after approval by the Board of County Commissioners, the

agreement is fully executed by all legal owners of the land covered by this Agreement. Within 14 days after the full execution of this Agreement, the County shall record this Agreement in the public records of Leon County. This Agreement shall become effective upon recordation in the public records.

16. Applicable Law. This Agreement shall be interpreted under the laws of the state of Florida.

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

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

19. Severability. If any work, phrase, clause, section, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

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

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

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

LEON COUNTY, a political subdivision of the State of Florida

By: _____
Nicolas Maddox, Chairman
Board of County Commissioners

Date: _____

ATTEST: Bob Inzer, Clerk of Circuit Court
By:_____

Deputy Clerk

Approved as to Form:

By:_____
County Attorney

Developer Signatures Follow on Next Page

Remainder of this Page is Intentionally Blank

Witnesses:

BANNERMAN FOREST, LLC,

_____ by: Tierra Vista Group, LLC
Its Manager

_____ By:_____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ___ day of _____, 2013 by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Manager of Bannerman Forest, LLC, who: Is ( )personally known to me or ( ) produced _____ as his identification.

_____
Notary Public, State of Florida

Witnesses:

BANNERMAN CROSSINGS II, LLC,

_____ by: Tierra Vista Group, LLC
Its Managing Member

_____ By:_____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ___ day of _____, 2013 by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Bannerman Crossings, LLC, who: Is ( )personally known to me or ( ) produced _____ as his identification.

_____
Notary Public, State of Florida

Witnesses:

BANNERMAN CROSSINGS V, LLC,

_____ by: Tierra Vista Group, LLC
Its Managing Member

_____ By:_____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ___ day of _____, 2013 by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Bannerman Crossings V, LLC, who: Is ( )personally known to me or ( ) produced _____ as his identification.

_____
Notary Public, State of Florida

Witnesses:

SUMMIT HOLDINGS VIII, LLC,

_____ by: Tierra Vista Group, LLC
Its Managing Member

_____ By:_____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ___ day of _____, 2013 by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Summit Holdings VIII, LLC, who: Is ( )personally known to me or ( ) produced _____ as his identification.

_____
Notary Public, State of Florida

EXHIBITS

A. Desantis Parcel.

B. County Parcels.

C. Southern Parcel.

D. Lauder Parcel.

E. Desantis Parcel, proposed.

F. Desantis Parcel and Southern Parcel,

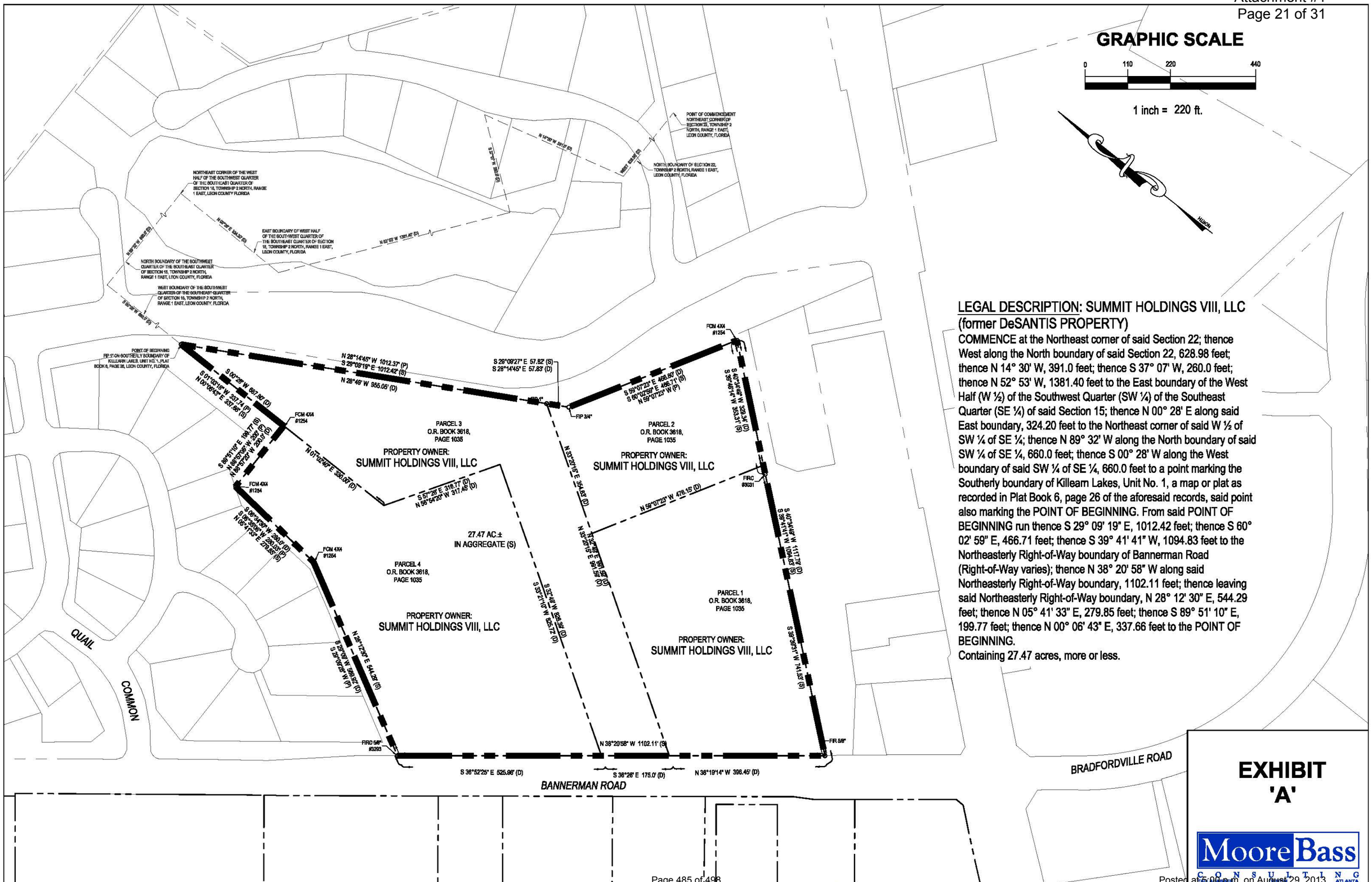
proposed development and use.

G. County Acknowledgement.

H. Land Use Conversion Table.

I. Proposed Amendments to the Bradforville Sector Plan

Commercial Overlay Districts.



LEGAL DESCRIPTION: SUMMIT HOLDINGS VIII, LLC
(former DeSANTIS PROPERTY)

COMMENCE at the Northeast corner of said Section 22; thence West along the North boundary of said Section 22, 628.98 feet; thence N 14° 30' W, 391.0 feet; thence S 37° 07' W, 260.0 feet; thence N 52° 53' W, 1381.40 feet to the East boundary of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 15; thence N 00° 28' E along said East boundary, 324.20 feet to the Northeast corner of said W ½ of SW ¼ of SE ¼; thence N 89° 32' W along the North boundary of said SW ¼ of SE ¼, 660.0 feet; thence S 00° 28' W along the West boundary of said SW ¼ of SE ¼, 660.0 feet to a point marking the Southerly boundary of Killearn Lakes, Unit No. 1, a map or plat as recorded in Plat Book 6, page 26 of the aforesaid records, said point also marking the POINT OF BEGINNING. From said POINT OF BEGINNING run thence S 29° 09' 19" E, 1012.42 feet; thence S 60° 02' 59" E, 466.71 feet; thence S 39° 41' 41" W, 1094.83 feet to the Northeasterly Right-of-Way boundary of Bannerman Road (Right-of-Way varies); thence N 38° 20' 58" W along said Northeasterly Right-of-Way boundary, 1102.11 feet; thence leaving said Northeasterly Right-of-Way boundary, N 28° 12' 30" E, 544.29 feet; thence N 05° 41' 33" E, 279.85 feet; thence S 89° 51' 10" E, 199.77 feet; thence N 00° 06' 43" E, 337.66 feet to the POINT OF BEGINNING.

Containing 27.47 acres, more or less.

EXHIBIT 'A'

MooreBass CONSULTING ATLANTA

Posted at 5:00 p.m. on August 29, 2013

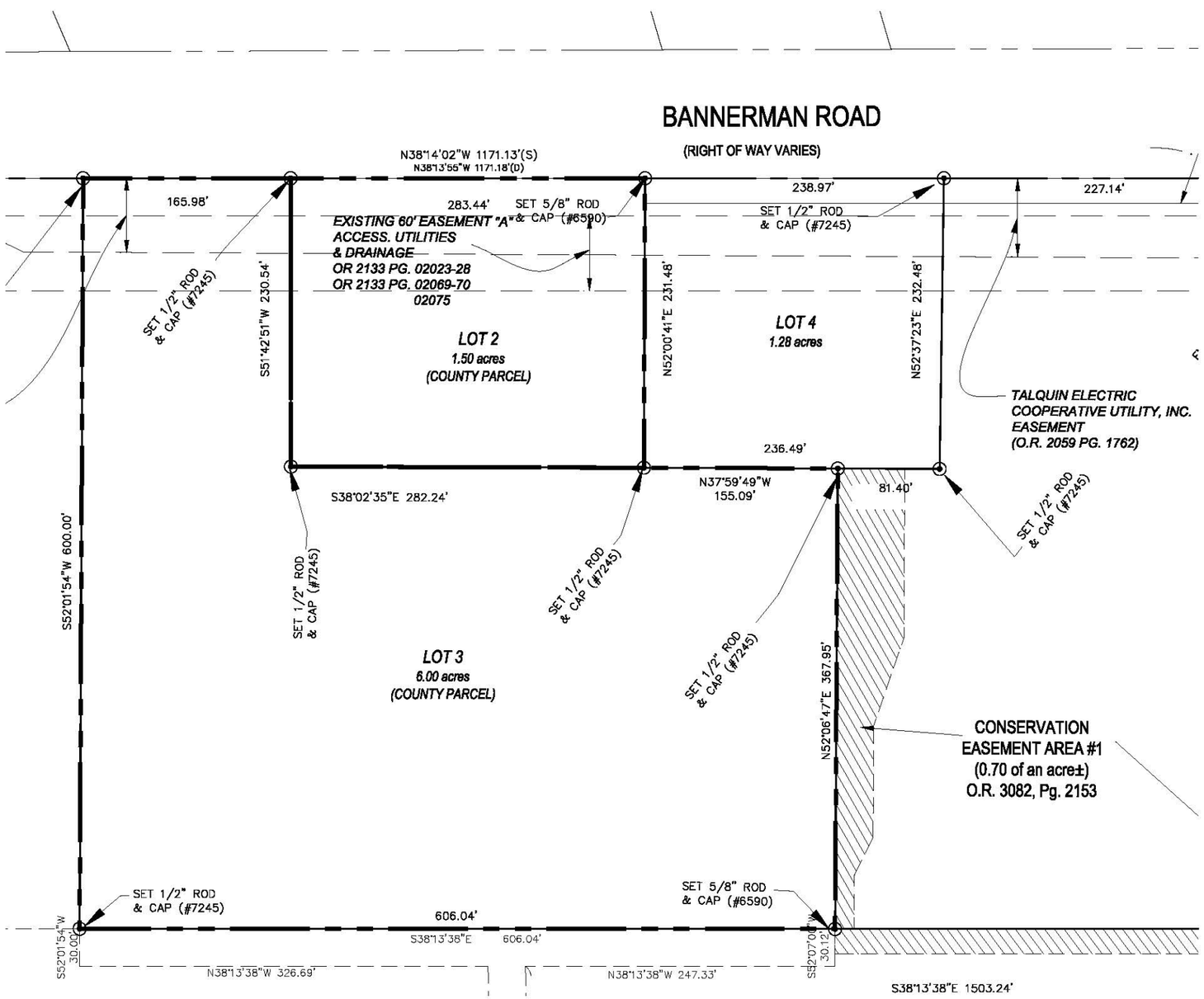
TYPE OF INSTRUMENT	O. R. BOOK	PAGE
Easement to City of Tallahassee (pole line for electric transmission)	27	506
Easement to City of Tallahassee (pole line for electric transmission)	28	519
Easement for right of ingress and egress (for installation and maintenance of utilities)	948	2150
Easement to Leon County	2002	1565
Traffic Mitigation Agreement and First Amendment to Settlement Agreement	3881	1760

EXHIBIT 'A-1'

MooreBass CONSULTING ATLANTA

EASEMENTS

Posted at 5:00 p.m. on August 29, 2013



GRAPHIC SCALE

0 50 100 200

1 inch = 100 ft.

LOT 2 (1.50 Acres)

Commence at a 4"x4" concrete monument marking the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and run South 89 degrees 54 minutes 48 seconds West along the North boundary of the South ½ of the North ½ of said Section 22 a distance of 710.59 feet to the centerline of Thomasville Road (U.S. Highway 319), thence run South 40 degrees 35 minutes 18 seconds West along said centerline 426.00 feet to a point of curve to the left, thence run along said centerline curve with a radius of 5729.65 feet, through a central angle of 00 degrees 06 minutes 14 seconds, for an arc distance of 10.39 feet, thence leaving said centerline run North 49 degrees 30minutes 56 seconds West 75.00 feet to a point marking the intersection of the Northwesterly right of way of said Thomasville Road and the Southwesterly right of way boundary of Bannerman Road, thence run North 01 degree 08 minutes 53 seconds East along said right of way boundary of Bannerman Road 23.17 feet, thence run North 38 degrees 16 minutes 52 seconds West 369.23 feet, thence run North 30 degrees 45 minutes 05 seconds West 51.27 feet, thence run North 38 degrees 14 minutes 02 seconds West 466.11 feet for the **POINIPT OF BEGINNING.** From said **POINT OF BEGINNING** continue North 38 degrees 14 minutes 02 seconds West along said right of way boundary of Bannerman Road 283.44 feet, thence run South 51 degrees 42 minutes 51 seconds West 230.54 feet, thence run South 38 degrees 02 minutes 35 seconds East 282.24 feet, thence run North 52 degrees 00 minutes 41 seconds East 231.48 feet to the **POINT OF BEGINNING**, containing 1.50 acres more or less.

LOT 3 (6.00 Acres)

Commence at a 4"x4" concrete monument marking the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and run South 89 degrees 54 minutes 48 seconds West along the North boundary of the South ½ of the North ½ of said Section 22 a distance of 710.59 feet to the centerline of Thomasville Road (U.S. Highway 319), thence run South 40 degrees 35 minutes 18 seconds West along said centerline 426.00 feet to a point of curve to the left, thence run along said centerline curve with a radius of 5729.65 feet, through a central angle of 00 degrees 06 minutes 14 seconds, for an arc distance of 10.39 feet, thence leaving said centerline run North 49 degrees 30minutes 56 seconds West 75.00 feet to a point marking the intersection of the Northwesterly right of way of said Thomasville Road and the Southwesterly right of way boundary of Bannerman Road, thence run North 01 degree 08 minutes 53 seconds East along said right of way boundary of Bannerman Road 23.17 feet, thence run North 38 degrees 16 minutes 52 seconds West 369.23 feet, thence run North 30 degrees 45 minutes 05 seconds West 51.27 feet, thence run North 38 degrees 14 minutes 02 seconds West 749.55 feet for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue North 38 degrees 14 minutes 02 seconds West along said right of way boundary of Bannerman Road 165.98 feet, thence leaving said right of way boundary run South 52 degrees 01 minutes 54 seconds West 600.00 feet, thence run South 38 degrees 13 minutes 38 seconds East 604.07 feet, thence run North 52 degrees 06 minutes 47 seconds East 367.95 feet, thence run North 37 degrees 59 minutes 49 seconds West 155.09 feet, thence run North 38 degrees 02 minutes 35 seconds West 282.24 feet, thence run North 51 degrees 42 minutes 51 seconds East 230.54 feet to the **POINT OF BEGINNING**, containing 6.00 acres more or less.

STANDARD ABBREVIATIONS

F.C.M.	FOUND 4"x4" CONCRETE MONUMENT
F.I.P.	FOUND IRON PIN
F.N.C.	FOUND NAIL IN CAP
#000	PROFESSIONAL LAND SURVEY CERTIFICATE
S.C.M.	SET 4"x4" CONCRETE MONUMENT LB#7245
SIP	SET ½" IRON PIN LB#7245
S.N.C.	SET NAIL AND 1" CAP LB#7245
(F)	PLAT INFORMATION
(D)	DEED INFORMATION
(C)	CALCULATED INFORMATION
(S)	SURVEY INFORMATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	R/W - RIGHT-OF-WAY
C/L	CENTERLINE
R	RADIOS
D	DELTA OR CENTRAL ANGLE
A	ARC LENGTH
T	TANGENT DISTANCE
CH	CORD BEARING AND DISTANCE
P.B./PG.	PLAT BOOK AND PAGE
O.R./PG.	OFFICIAL RECORDS BOOK AND PAGE
D.B.	DEED BOOK
BOC	BACK OF CURB

GENERAL NOTES:

1. NO OTHER IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
2. BOUNDARY ESTABLISHED USING THE FOLLOWING INFORMATION: O.R. 2020, Pg. 870; O.R. 1864, Pg. 408; O.R. 1249, Pg. 807.
3. AS PER FLOOD INSURANCE RATE MAP FOR LEON COUNTY, FLORIDA, COMMUNITY-PANEL No.12073C0301 D; DATE OF FIRM INDEX: NOVEMBER 19,1997. THIS PROPERTY IS LOCATED IN ZONE "X" (areas determined to be outside 500 year flood plain).
4. SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS.

EXHIBIT 'B'

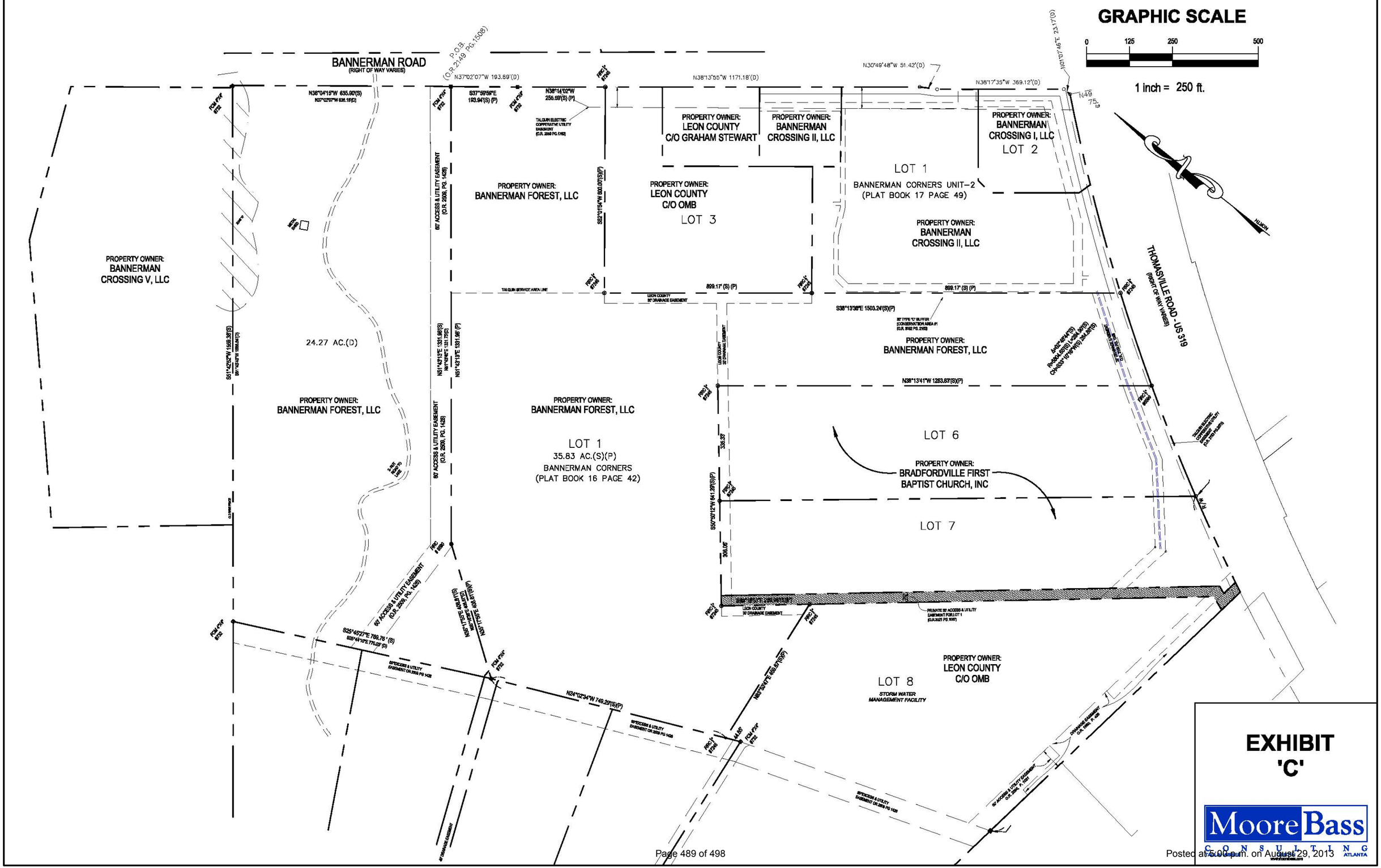
MooreBass CONSULTING ATLANTA

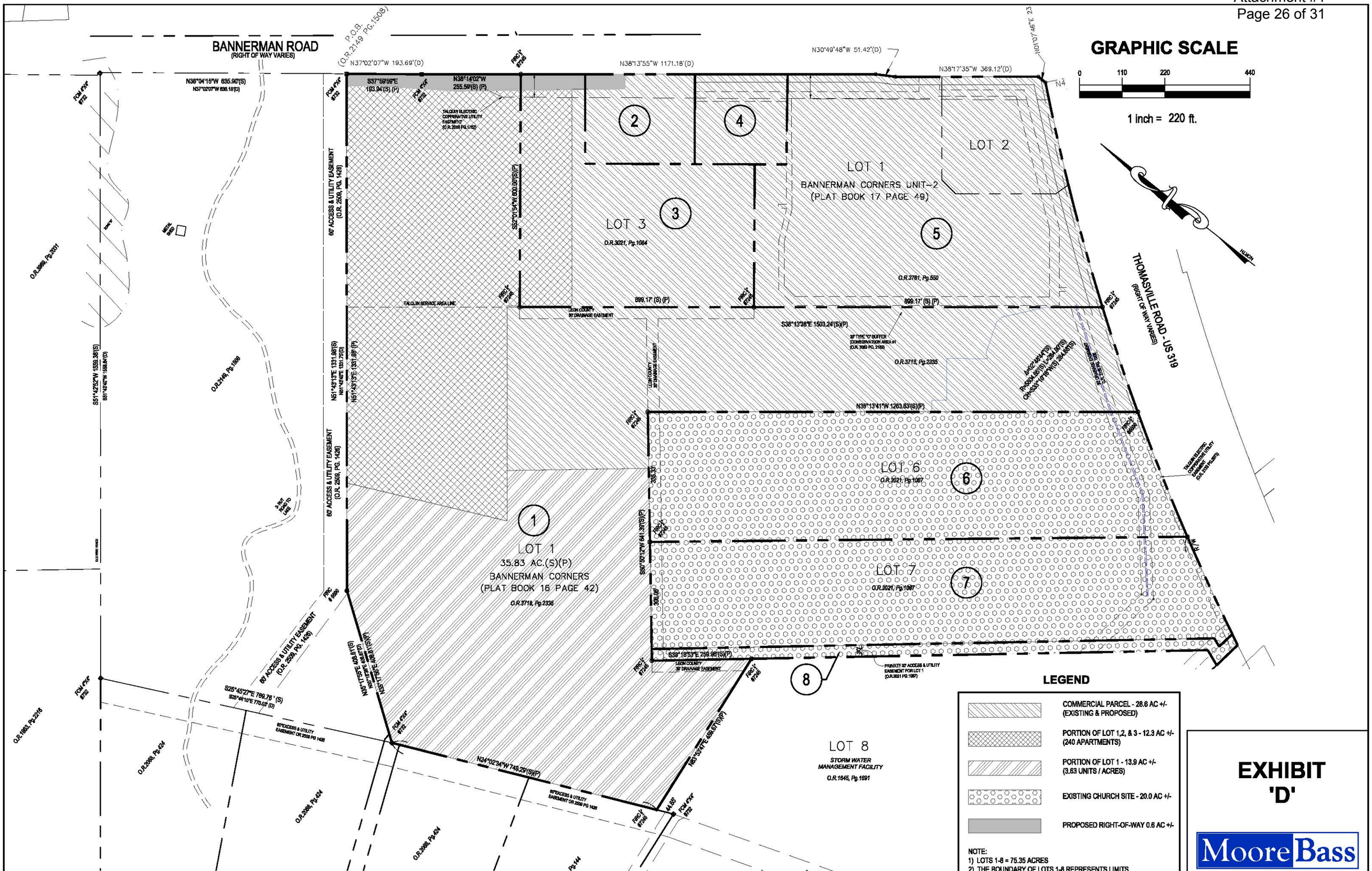
Posted at 5:00 p.m. on August 29, 2013

TYPE OF INSTRUMENT	O. R. BOOK	PAGE
Utility Easement	2059	1762
Affidavit (Judicial Exception)	2069	1500
Affidavit for Boundary Settlement	2069	1509
Development Agreement	2097	1839
Limited Assignment of Agreement	2661	1440
Release	2664	668
First Amendment	3827	1027
Second Amendment	4055	841
Grant of Easement	2133	2023
Limited Partition – Affidavit	2133	2050
Termination by General Release of Easement	3021	1068
Mutual Release and Termination of Grant of Easement	3021	1053
Affidavit (Creation of Equal or Larger Parcels)	3007	1679
Affidavit (Creation of Equal or Larger Parcels)	3011	157
Affidavit (Creation of Equal or Larger Parcels)	3020	863
Declaration of Covenants, Conditions & Restrictions	3021	1045
Amended Declaration of Covenants, Conditions & Restrictions	3131	1868
Re-recorded Amended Declaration of Covenants, Conditions & Restrictions.	3132	782
Quit Claim Deed (Reverter)	3021	1084
Access and Parking Easement and Maintenance Agreement	3329	1346
Plat	Plat Book 16	Page 42

EXHIBIT 'B-1'

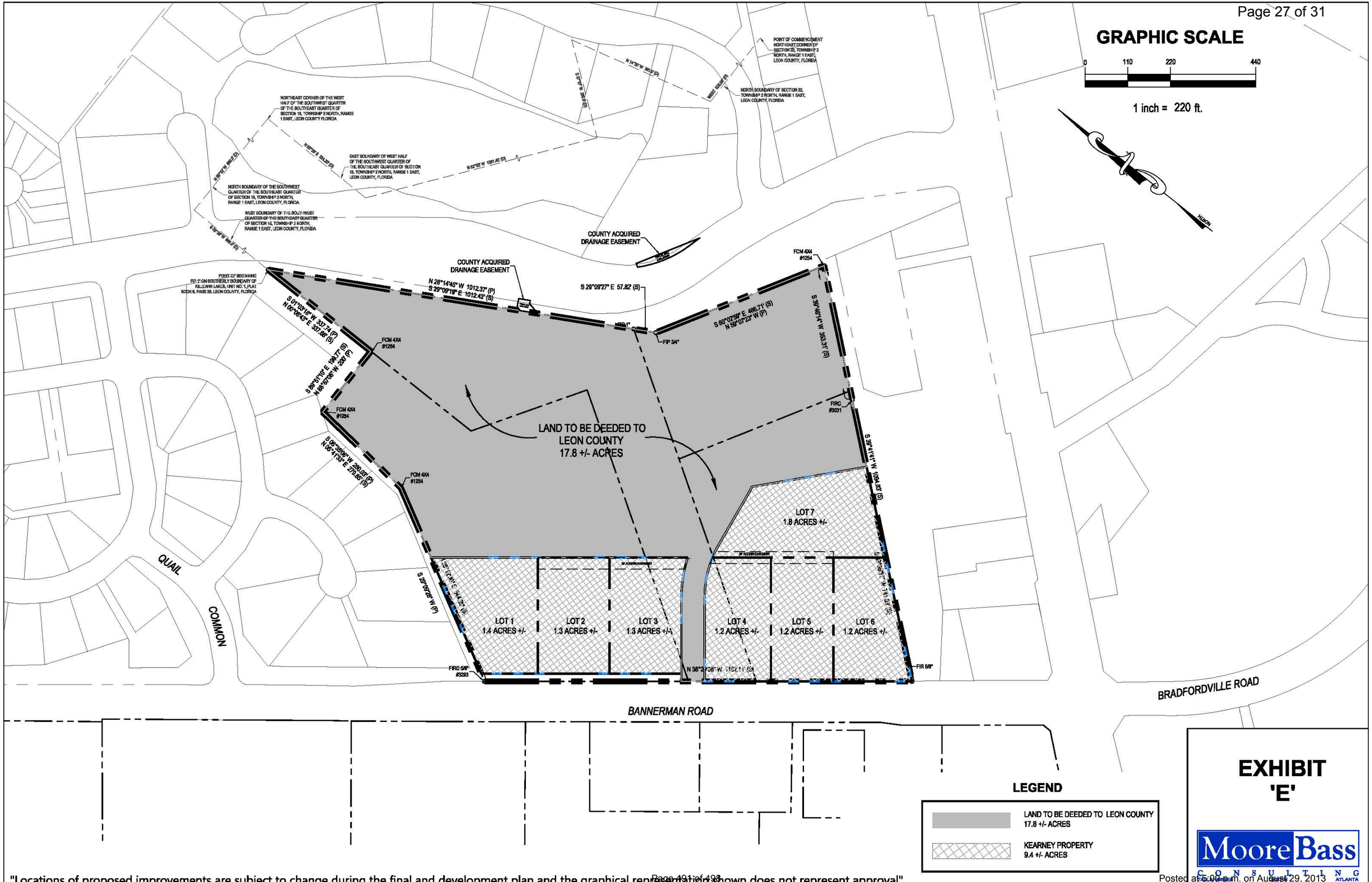
MooreBass CONSULTING ATLANTA


GRAPHIC SCALE
0 125 250 500
1 inch = 250 ft.
NORTH
BANNERMAN ROAD
(RIGHT OF WAY VARIES)
P.O.B. (O.R. 2149 PG. 1508)
N37°02'07"W 193.69'(D)
N38°04'15"W 635.90'(S)
S37°59'59"E 193.94'(S) (P)
N38°14'02"W 256.59'(S) (P)
N38°13'55"W 1171.18'(D)
N30°49'48"W 51.42'(D)
N38°17'35"W 369.12'(D)
N01°07'46"E 23.17'(D)
PROPERTY OWNER: LEON COUNTY C/O GRAHAM STEWART
PROPERTY OWNER: BANNERMAN CROSSING II, LLC
PROPERTY OWNER: BANNERMAN CROSSING I, LLC
LOT 2
LOT 1
BANNERMAN CORNERS UNIT-2
(PLAT BOOK 17 PAGE 49)
PROPERTY OWNER: BANNERMAN FOREST, LLC
PROPERTY OWNER: LEON COUNTY C/O OMB
LOT 3
PROPERTY OWNER: BANNERMAN CROSSING II, LLC
PROPERTY OWNER: BANNERMAN CROSSING V, LLC
24.27 AC.(D)
PROPERTY OWNER: BANNERMAN FOREST, LLC
S52°01'54"W 600.00'(S)(P)
899.17' (S) (P)
S38°13'38"E 1503.24'(S)(P)
N38°13'41"W 1263.83'(S)(P)
THOMASVILLE ROAD - US 319
(RIGHT OF WAY VARIES)
PROPERTY OWNER: BANNERMAN FOREST, LLC
LOT 1
35.83 AC.(S)(P)
BANNERMAN CORNERS
(PLAT BOOK 16 PAGE 42)
LOT 6
PROPERTY OWNER: BRADFORDVILLE FIRST BAPTIST CHURCH, INC
LOT 7
S50°52'12"W 641.20'(S)(P)
LOT 8
STORM WATER MANAGEMENT FACILITY
PROPERTY OWNER: LEON COUNTY C/O OMB
N24°02'34"W 749.29'(S)(P)
S25°45'27"E 769.76' (S)
N60°50'41"E 469.80'(S)(P)
EXHIBIT 'C'
MooreBass CONSULTING ATLANTA



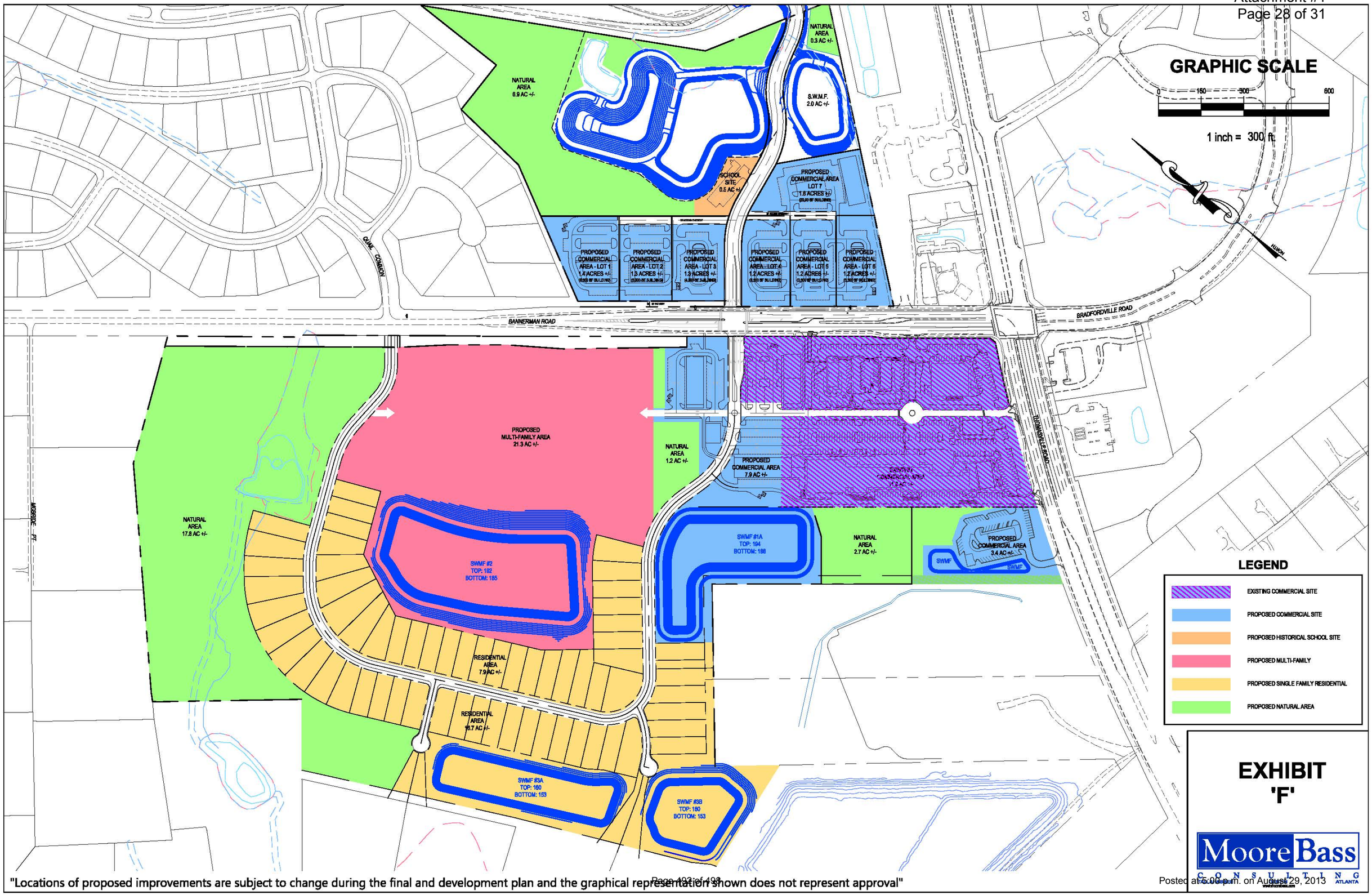
"Locations of proposed improvements are subject to change during the final and development plan and the graphical representation shown does not represent approval"

Posted at 5:00 p.m. on August 29, 2013



"Locations of proposed improvements are subject to change during the final and development plan and the graphical representation shown does not represent approval"

Posted at 5:00 p.m. on August 29, 2013



"Locations of proposed improvements are subject to change during the final and development plan and the graphical representation shown does not represent approval"

Posted at 5:00 p.m. on August 29, 2013

Leon County
Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Leon County Public Works
Leon County Public Works Center
2280 Miccosukee Road - 2nd Floor
Tallahassee, Florida 32308
850 / 606-1500

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

May 6, 2009

Mr. Eddie Bass, P.E.
Moore Bass Consulting, Inc.
805 North Gadsden Street
Tallahassee, Florida 32303

RE: Round About at Kinhega Drive and Beech Ridge Trail

Dear Mr. Bass:

Leon County Public Works concurs that $63,265.65 is an appropriate amount for engineering design, survey and permitting fees for the above project. Based on the Agreement between Leon County and James R. Clanton, Jr., Successor Trustee of the Peter DeSantis Jr. Trust (Trust), recorded in the Official Record Book 3881 on Page 1760, this amount can be applied towards the Trust's required contribution of $100,000.00.

If you have any questions, please feel free to contact us at 606-1500.

Sincerely,

Kimberly Wood, P.E.
Chief of Engineering Coordination

cc: ***Leon County***
Tony Park, P.E. - Director of Public Works
Joseph L. Brown III, P.E. - Director of Engineering Services

F:\WOOD\woodk\WOOD\subdivisions\beechroundabout costdesign.doc

An equal opportunity employer

EXHIBIT 'G'

Bannerman Crossings Mixed Use Development, Summit Holdings VIII
Land Use Conversion Table

Table 1 - Summary of Land Use & External Trips

Land Use		Cumulative No. of Units/Sq. Ft. at Buildout	PM Peak External Trips
Residential (D.U.)	Single Family	60	41
	Includes: single family detached, townhouses or		
	condominiums		
Residential (D.U.)	Multi-Family	240	101
	Includes: apartments		
Retail (Sq. Ft.)	Shopping Center	71500	148
	Includes: Restaurants (fast food, high-turnover and		
	quality), and ITE Trip Generation Manual land uses		
	identified under Shopping Center or Specialty Retail		
Office (Sq. Ft.)	General Office	20000	45
	Includes: General office and professional office bldg.		
		Total*	335

* Total PM Peak Hour External Trips = 103 vph + 232 vph (committed DeSantis trip) = 335 vph

Table 2 - Land Use Conversion Table

Land Use		Residential Single Family (S.F.) D.U.	Residential Multi-Family (M.F.) D.U.	Retail (Sq. Ft.)	Office (Sq. Ft.)
Residential Single Family	1 d.u. is equivalent to	1	1.6	375	145
Residential Multi-Family	1 d.u. is equivalent to	0.62	1	232	90
Retail	1,000 sq. ft. is equivalent to	1.5	2.5	1,000	750
Office (<100k Sq.Ft.)	1,000 sq. ft. is equivalent to	1.33	2.33	820	1,000

LAND USE TRADE-OFF MATRIX NOTES:

The conversion limit of the tables is straightforward. One land use to be converted from the column headed with the land use to be converted using the appropriate multiplier. For example, Table 2 to convert single family residential units into retail floor area, one would look across the 'Residential Single Family' line to the column headed 'Retail' and find that one residential unit is equal to 375 square feet. If 20 residential units were to be converted to retail floor area, the result would be 7,500 square feet (375 sq. ft. x 20 units) of additional retail that could be built and still maintain the same impacts.

Conversely, to determine how many single family dwelling units could be added if 7,500 square feet of retail were converted to single family residential, one would first divide 7,500 by 1,000 (as retail and office are expressed at 1,000 square feet of floor area). Then read across the 'Retail' line to the column headed 'Residential Single Family', and multiply 7.5 by 1.5 to yield 11.25 dwelling units, which rounds to 11 dwelling units.

EXHIBIT 'H'

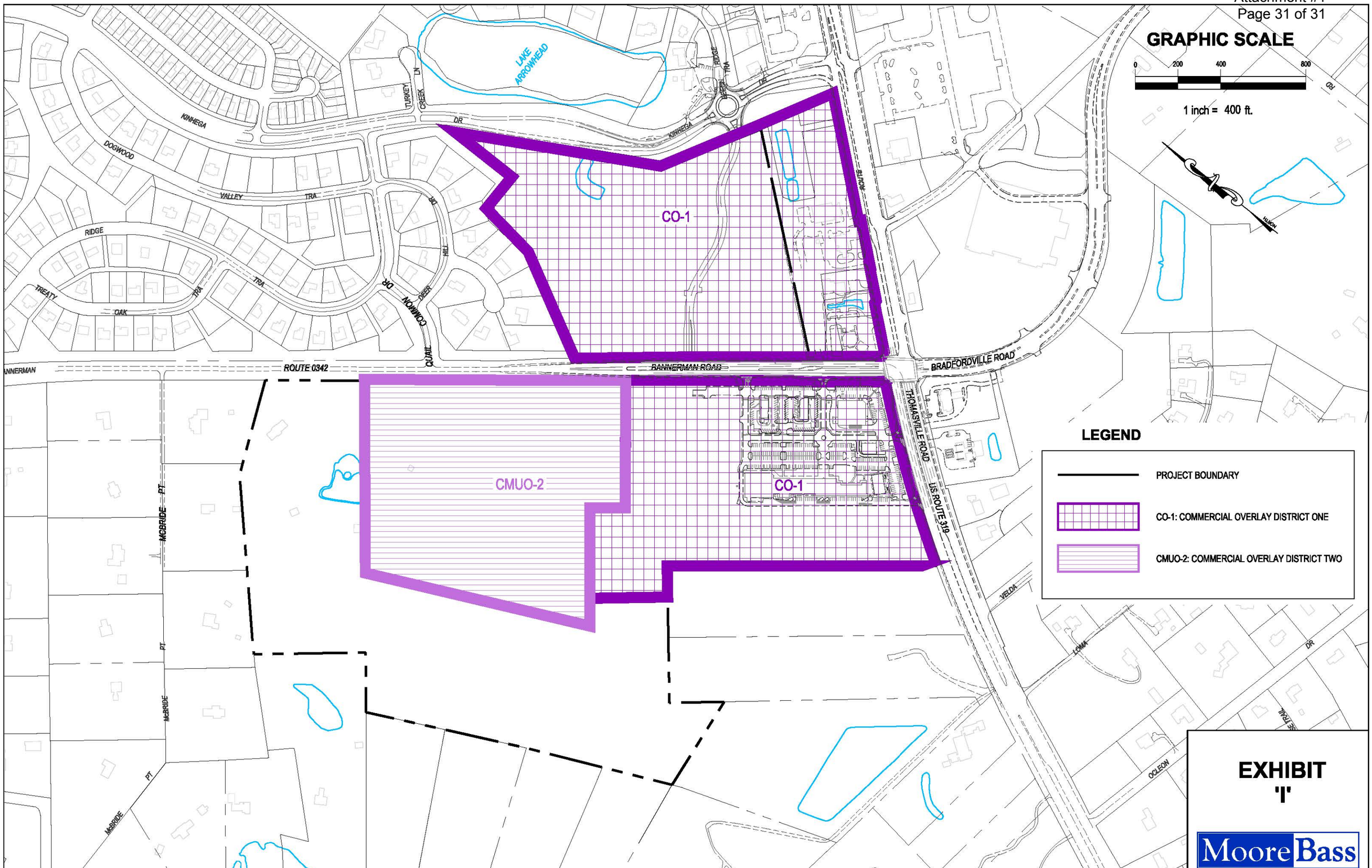


EXHIBIT
"I"

MooreBass
CONSULTING
ATLANTA

"Locations of proposed improvements are subject to change during the final and development plan and the graphical representation shown does not represent approval"

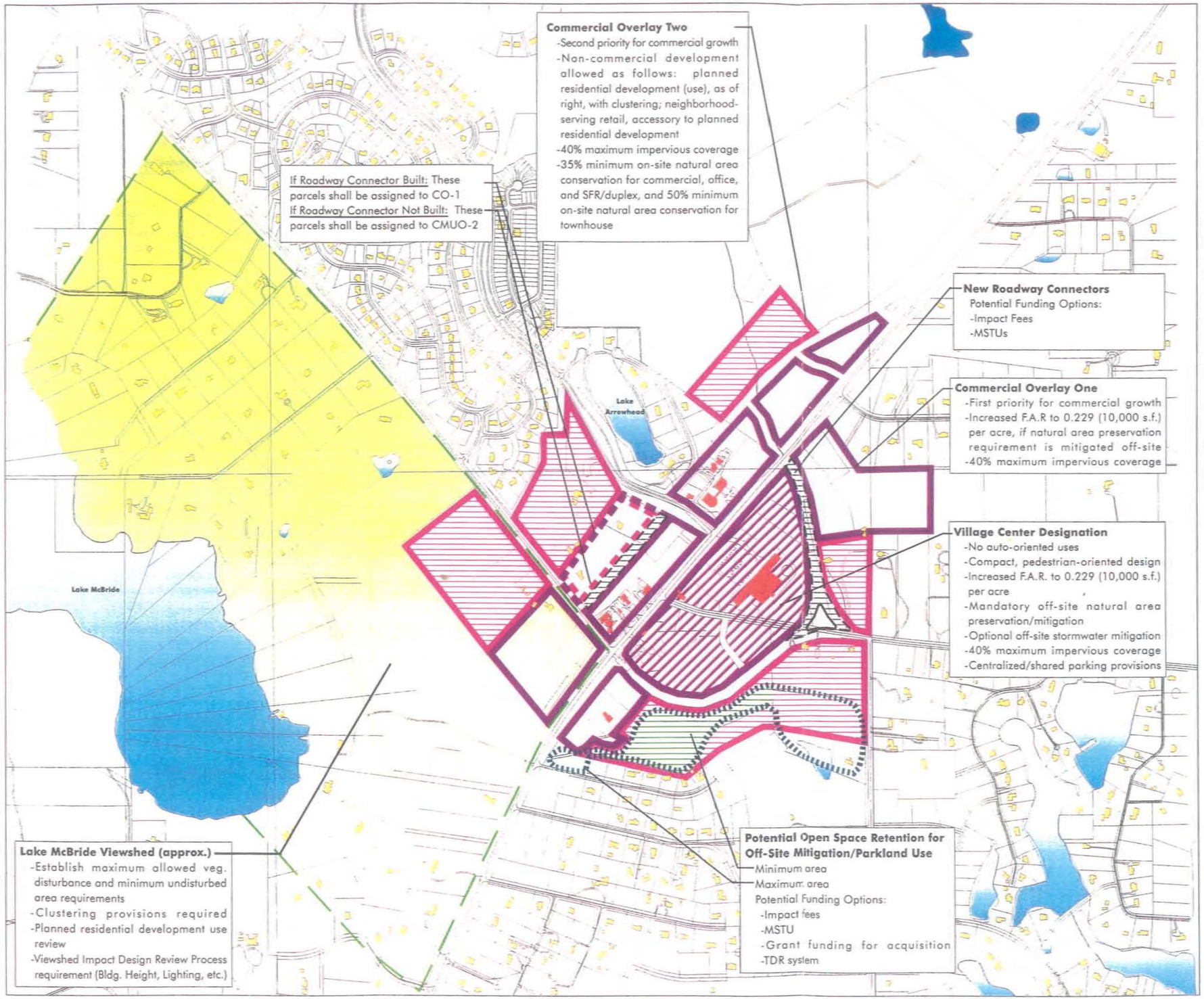


Fig. 12 - Commercial Center Future Development Concept

Commercial Development Suitability Designations

- Commercial Overlay Zone One
- Commercial/Mixed Use Overlay Zone Two

Additional Development/Design Standards

- Village Center
- Lake Viewshed Overlay

Capital Improvements

- New Roadway Connectors
- Open Space Retention for Off-Site Mitigation

- Lakes
- Wetlands
- Existing Structures

Data Source: Leon County GIS Department

Bradfordville Study Area Sector Plan

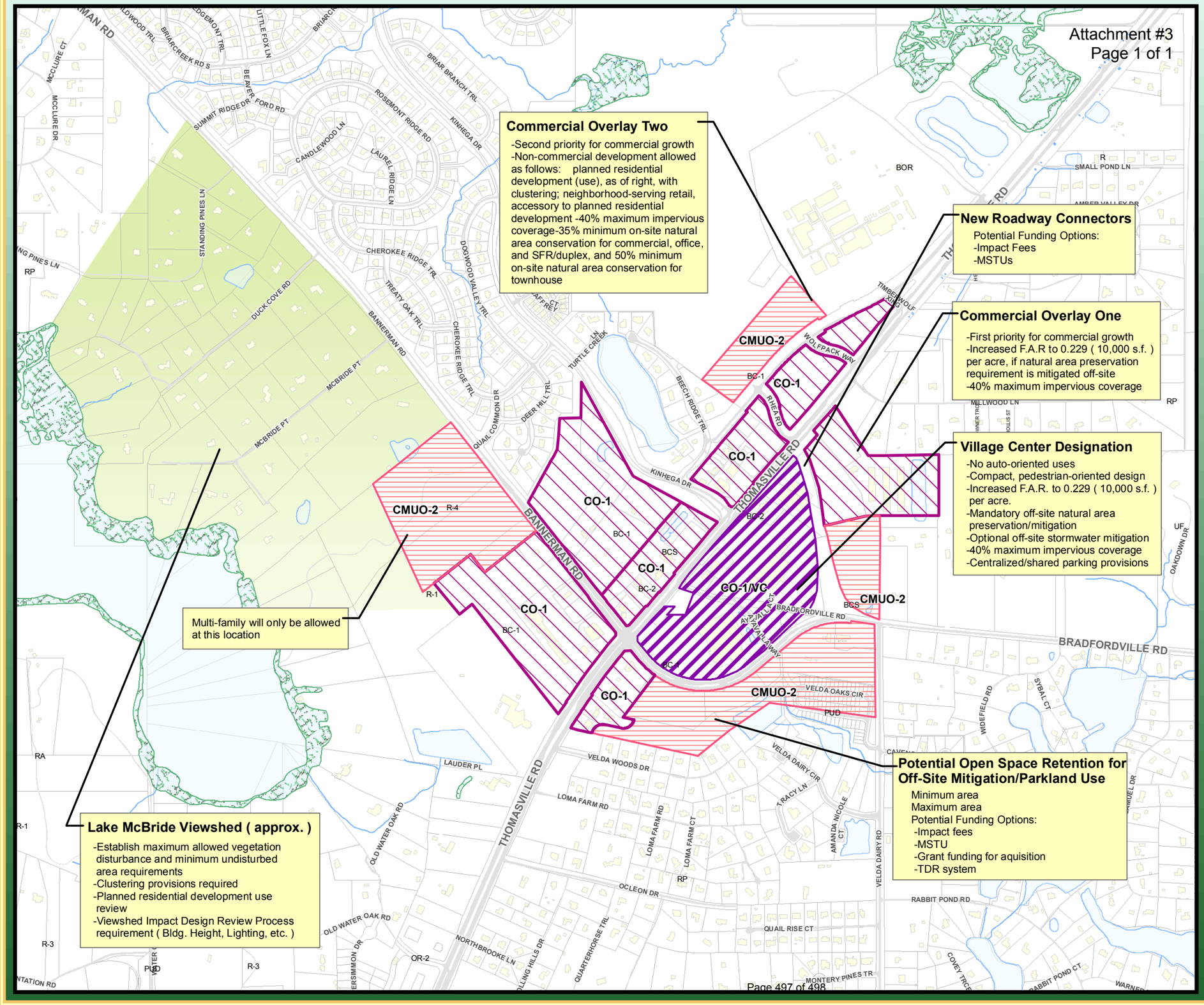
Wallace Roberts & Todd, LLC

July 2000

400 0 400 800 1200

Posted at 5:00 p.m. on August 29, 2013

Fig. 12 - Commercial Center Future Development Concept



Bradfordville Study Area Sector Plan

June 18, 2013

TALLAHASSEE - LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

N W E S

0 250 500 1,000 Feet

Posted at 5:00 p.m. on August 29, 2013

NOTICE OF INTENT TO CONSIDER DEVELOPMENT AGREEMENT

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, September 10, 2013, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a proposed Development Agreement for the Bannerman Crossing development. The subject property is located on both the north and south sides of Bannerman Road in Bradfordville, approximately 700 feet northwest of the intersection of Bannerman Road and Thomasville Road.

The proposed Development Agreement will approve, subject to rezoning and amendments to the Bradfordville Sector Plan, Leon County Land Development Code, and associated restrictive covenants, the types of uses set forth for the development, including up to 71,500 square feet of commercial/retail, 20,000 square feet of office, 60 single family detached residential units, 240 multi-family residential units, a passive park, stormwater facilities, Beech Ridge Trail extension, and Kinhega Drive roundabout. The Development Agreement does not specifically approve population densities, except for population densities associated with 60 single family residential units and 240 multi-family residential units. The Development Agreement does not specifically approve building intensities or heights, except that multi-family dwelling units will be limited to three stories.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 606-5300 or 606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

Copies of the Development Agreement may be inspected at the following location during regular business hours:

Department of Development Services and Environmental Management
435 N. Macomb Street
Renaissance Center, 2nd Floor
Tallahassee, Florida 32301
Telephone: (850) 606-1300

PUBLICATION: AUGUST 30, 2013