

**Board of County Commissioners
Gadsden County, Florida**

AGENDA

**Regular Public Meeting
February 5, 2013
6:00 p.m.**

Invocation, Pledge of Allegiance and Roll Call

Invocation
Pledge of Allegiance

Amendments and Approval of Agenda

Awards, Presentations and Appearances

1. Presentation of Resolution Honoring the Life of Julia Monroe Woodward
(Commissioner Douglas Croley, Chairman)
2. Proposal for Lease of the Urgent Care Center
(Victor Muhammad, Gadsden County Medical and Mental Health Outpatient Services LLC)
3. Presentation Introducing the SeeClickFix Web and Mobile App for Reporting Public Concerns
(Charles Chapman, Public Works Director)

Clerk of Courts

4. Presentation of County Finance and County Clerk Issues
(Nicholas Thomas, Clerk of the Courts)

Consent

5. Approval of Minutes – November 20, 2012 – Regular Meeting
6. Ratification of Approval to Pay County Bills

7. Approval of Contractual Agreement between CenturyLink and Gadsden County and Authorize the Chair to Sign
(Morris Young, Sheriff/Maurice Peddie, E911 Coordinator)
8. Approval of “Piggy Back” Agreement with the Management Experts, LLC to Provide Emergence Management Training
(Morris Young, Sheriff/Shawn Wood, Emergency Management Director)
9. Approval of Task Order Number 2013-130 Authorizing Preble Rish Engineering to Perform Engineering Services for the Woodward Road Resurfacing Grant Project
(Charles Chapman, Public Works Director)
10. Approval of Task Order Number 2013-129 Authorizing Preble Rish Engineering to Perform Engineering Services for the Flat Creek Road Resurfacing Grant Project
(Charles Chapman, Public Works Director)

Items Pulled for Discussion

Citizens Requesting to be Heard on Non-Agenda Items (3 minute limit)

Public Hearings

11. Public Hearing – Board Approval of BB&T Bank’s Loan Proposal and Ordinance to Refinance the County’s Sales Tax Revenue Refunding Bonds, Series 2010 (Gadsden Memorial Hospital Project)
(Jim Gollahon, Gollahon Financial Services, Inc.)
12. Public Hearing – Conceptual/Preliminary Site Plan with Special Exception for the Lynn’s Liquor Store
(Anthony Matheny, Planning and Community Development Director)
13. First Public Hearing – Ordinance to Revise Subsections 5003.B(5) and 5003.B(6) Non-Conforming Uses of the Land Development Code
(Anthony Matheny, Planning and Community Development Director)
14. First Public Hearing – Ordinance to Amend Subsection 2101 of the Gadsden County Land Development Code (LDC) Clarifying Facilities Permitted as Accessory Uses
(Anthony Matheny, Planning and Community Development Director)
15. First Public Hearing – Ordinance to Revise Subsections 5605 Standards for Sidewalks, Pedways, Bicycle Facilities of the Gadsden Count Land Development Code and Add Subsection 5605.5.D Sidewalk Fee-in-Lieu Provisions
(Anthony Matheny, Planning and Community Development Director)

General Business

16. Adoption of 2013 Legislative Program
(Charles Chapman, Public Works Director)

County Administrator

17. Update on Board Requests
(Robert Presnell, County Administrator)

County Attorney

18. Update on Various Legal Issues
(Deborah Minnis, County Attorney)

Discussion Items by Commissioners

19.
 - Commissioner Morgan, District 3 – District 3 Concerns
 - Commissioner Holt, District 4 – County Concerns
 - Commissioner Taylor, District 5 – No Items
 - Commissioner Hinson, Vice Chairman, District 1 – County Concerns
 - Commissioner Croley, Chairman, District 2 – Report and Discussion on Public Issues and Concerns Pertaining to Commission District Two and Gadsden County

Motion to Adjourn

Receipt and File

20.
 - a. For the Record: Community Development Block Grant (CDBG) - Crawfish Island, Disaster Recovery
 - b. For the Record: County Officials State, “Gadsden County is Open for Improved Business in 2013”

February Meeting(s)

- February 19, 2013, Workshop/Special Meeting, 4:30 p.m.

- February 19, 2013, Regular Meeting, 6:00 p.m.

RESOLUTION
HONORING THE LIFE OF
Julia Munroe Woodward

WHEREAS Julia Munroe Woodward, a native daughter of Gadsden County, Florida, was born on the 8th day of July, 1914, the second of eight children born to Mark Welch "Pat" and Mary Frances Gray Munroe; was married to Robert Davidson Woodward, Jr. for forty six years following her graduation from Wesleyan College located in Macon, Georgia and departed this life on the 9th day of December, 2012; and

WHEREAS, Julia Munroe Woodward was passionately dedicated to her community, generously contributing her time, talent and material resources for the improvement of Gadsden County; as evidenced by her support of the local schools, the Quincy Garden Club and Quincy Garden Center, the Gadsden Arts Center, Quincy Music Theater, Pilot Club, Girl Scouts, Boy Scouts, and the First Presbyterian Church of Quincy; receiving many awards in recognition of her service to the community and church including the Quincy Exchange Club "Book of Golden Deeds" award, the Rotary 4-Way Test Award, the QMT Spotlight Award, the Gadsden Arts Center Gala Honoree 2005, the American Red Cross Distinguished Citizen Award, the Boy Scouts Silver Beaver Award, and Women of the Church Life Membership Award, the Clan Munro - USA Eagle Award and was listed in the 1961 edition of Who's Who of American Women; and

WHEREAS, Julia Munroe Woodward served as a trustee of Wesleyan College for over 50 years and received from Wesleyan both the Alumnae Award for Distinguished Service to the College and a Doctor of Humane Letters and was involved in the preservation of land in Montreat, NC, where the Julia Munroe Woodward Nature Trail was established, was involved in the improvements at Mission San Luis, Tallahassee, Florida, provided scholarships for Gadsden County students at the Martha Stubbs School of Music and was a member of the Old Glory Chapter of the Daughters of the American Revolution; and

WHEREAS, Julia Munroe Woodward, who was affectionately known by her friends and community as "Miss Julia", lived a long and happy life and is now survived by a large and loving family which continues to honor her traditional values and her loyalty to Gadsden County.


THEREFORE BE IT RESOLVED that the Gadsden County Board of County Commissioners expresses appreciation for Julia Munroe Woodward's lifetime of contributions and service to this community and recognizes her as an outstanding citizen of Gadsden County.

BE IT FURTHER RESOLVED, that this Resolution honoring her life be presented to her family and that a copy of this Resolution shall be kept in the records of the Gadsden County Board of County Commissioners.

IN TESTIMONY WHEREOF, as Chairman of the Gadsden County Board of County Commissioners, I, Douglas M. Croley, do hereunto subscribe my name on this 5th day of February, in the year of Our Lord, 2013.



GADSDEN COUNTY
BOARD OF COUNTY COMMISSIONERS


Douglas M. Croley, Chairman

GADSDEN COUNTY MEDICAL & MENTAL HEALTH
OUTPATIENT SERVICES, LLC

Presents

A Proposal

For use of the former

Tallahassee Memorial Hospital, Urgent Care Center

Located on Highway 90 in Quincy, Florida

January 14, 2013

POST OFFICE BOX 771 • BRISTOL, FLORIDA 32321 • (850)
694-5490

Proposal for Lease of the Urgent Care Center

This proposal is being presented to the Gadsden County Board of County Commissioners and Mr. Robert Presnell, Business Manager, Gadsden County Government, by Dr. Emmanuel Inwang Dr. Shawn D. Spencer and Mr. Victor Muhammad of Gadsden County Medical & Mental Health Outpatient Services, LLC (hereinafter "GCMMHOPS").

GCMMHOPS is a Medical and Mental Health Outpatient Clinic with a specific aim of providing patient-driven services in the five major townships of Gadsden County. Armed with more than 30 years of medical, mental health, pharmaceutical and biomedical research experience, GCMMHOPS seeks to set a new standard in the provision of health care services in Gadsden County

We intend to begin offering these services to the citizens of Gadsden County as soon as possible. What we intend by "as soon as possible" is as soon as we are able to secure the facility, place our personnel in line with the needs of Gadsden County, and secure the other requisites necessary to function as a medical and mental health clinic.

We propose a monthly rental agreement of \$2.00 per month for the first two years of service in the building. Starting the third year, we are willing to return to re-discuss the rental agreement.

Moreover, to supplement the reduced costs of the rental agreement, GCMMHOPS intends to offer "Reduced Costs" medical and mental health services to the citizens of Gadsden County. That is, instead of the normal standard fees for services, we would offer services for \$25.00 per visit for medical and mental health care. And, in extreme cases, we would forgive the fee all-together.

If we can agree on the terms of the rental agreement, we, to avoid additional costs to the County Government, intend to assume all costs associated with cleaning and preparation of the facility. Additionally, we do not expect there will be a need for "build out" of the facility to accommodate our needs.

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AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON NOVEMBER 20, 2012 AT 6:00 P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:

Present: Eric F. Hinson – District 1, Incoming Vice-Chair
Doug Croley – District 2, Incoming Chair
Gene Morgan – District 3, Outgoing Vice-Chair
Brenda Holt – District 4
Sherrie Taylor – District 5, Outgoing Chair
David Weiss, Assistant County Attorney
Robert Presnell, County Administrator
Muriel Straughn, Deputy Clerk
Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

Chair Taylor called the meeting to order at 6:00 p.m. She then opened the meeting with a prayer and the pledge of allegiance to the U. S. Flag.

Chair Taylor called for all cell phones to be silenced and requested all speakers to file a “Speaker Request Form” with the Clerk.

The roll was called by Marcella Blocker with the attendance recorded as listed above.

Swearing in of Newly Elected Commissioner Eric F. Hinson, District 1 Commissioner, Re-Elected Commissioner Gene Morgan, District 3 and Re-elected Commissioner Sherrie Taylor, District 5 (The Honorable Kathy Garner, County Judge presiding)

The Honorable Kathy Garner administered the Oath of Office to Commissioner-Elect Eric Hinson and then to Commissioners Gene Morgan and Sherrie Taylor.

AWARDS, PRESENTATIONS AND APPEARANCES

1. Election of Chairman and Vice Chairman

The floor was then turned over to the Parliamentarian, Assistant County Attorney David Weiss, for nominations for Chair.

Commissioner Morgan nominated Commissioner Croley for Chair. There being no other nominations, Commissioner Morgan moved to close the nominations.

THE BOARD VOTED 5-0 BY VOICE VOTE IN FAVOR OF THE NOMINATION OF COMMISSIONER CROLEY AS CHAIR.

Chair Croley then opened the floor for nominations for Vice-Chair. Commissioner Morgan nominated Commissioner Hinson. As there were no other nominations, Commissioner Morgan moved to close nominations.

THE BOARD VOTED 5-0 BY VOICE VOTE IN FAVOR OF THE NOMINATION OF COMMISSIONER HINSON AS VICE-CHAIR.

AMENDMENTS AND APPROVAL OF AGENDA

No amendments were made to the Agenda and Chair Croley asked for a motion to approve it as written.

UPON MOTION BY COMMISSIONER HINSON AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE AGENDA AS PRINTED.

2. Possible Grant Opportunities for Gadsden County

Mr. Presnell introduced Mr. Jon Sewell, Project Manager, Kimley-Horn & Associates

Mr. Jon Sewell, Project Manager of Kinley Horn & Associates addressed the Board. He stated that his consulting firm and one other had been selected as general planning consultants to help the County find grant funding for various projects. He added that his firm was an engineering firm that liked to work with public agency clients and had pledged to work with staff to identify specific projects that the County might want to implement and then to help identify a funding strategy. Mr. Sewell mentioned numerous grants and long term loans that might be attainable and went on to add that they planned to help staff apply for a recreational trails program grant funding and future enhancement grant funding from Florida Department of Transportation (FDOT.) He further mentioned as an example the bicycle/pedestrian master plan that was recently completed, which was a paved 12 foot bike path in the DOT right-of-way on State Road 12 between the City of Quincy and City of Havana. He added that Capital Regional Transportation Planning Agency (CRTPA) had budgeted through their funds money for Gadsden County and a strategy had been worked out to start the procedure to begin the design and permitting process for a short section from Havana and, at recommendation of the CRTPA staff, implement segments of the trail one at a time. He explained that each time a portion of the trail is constructed, subsequent grant applications would score higher because it would be the continuance of an existing trail. The City of Havana passed a resolution in support of this project and identified property in down town Havana that they would donate on a long-term basis to provide a trailhead. When fully constructed, the project could be a bike trail/walking trail from downtown Havana to downtown Quincy.

Commissioner Holt commented that while she was in favor of bike trails she was more interested in seeking out grants that would enable companies to come into the county that would provide jobs. She stated the board was looking to Kimley Horne & Associates to bring possibilities to the County and not wait for the County to say, "We're going to have this great idea".

Commissioner Holt pointed out that there were no dollar amounts included in the agenda materials . which he provided to the Commissioners.

Mr. Sewell explained they did not put amounts on the information because that would change a great deal and it would also depend on the type of project and the match of the county, etc.

Commissioner Holt responded by saying that it would be beneficial to their deliberations if the County could get an idea of the cost for a proposed project so that they could make preparations for it. She said they (Kimley Horne) also worked with the Small County Coalition helping medium and large counties. When they have knowledge of grants or economic development opportunities that larger counties reject for whatever reasons, perhaps they could be evaluated as to their suitability for Gadsden County.

Mr. Sewell commented that was something about which they would be mindful. He went on to say that some grants were focused on infrastructure and job production and his firm could look at that as well. He also added that they had worked with another county looking at their I-10 interchanges and noted that Gadsden County was in a wonderful position because of the four interchanges on Interstate 10 which would present significant development opportunities. He added they could look at the interchanges and determine the land use designation of properties at those exchanges, then look for ways to make it more business friendly.

Commissioner Holt interjected that sewer lines were already installed from the Quincy city limits to I-10 on Highway 267 (Pat Thomas Parkway) and along Highway 12 to the I-10 Greensboro/Gretna exit and those interchanges could be developed more quickly. She recalled discussions about a waterpark project, which was proposed approximately six years ago. She said it would be inviting enough to draw people to come over, have a good time, then go back home. She said that is the type of business she would like to attract.

Mr. Sewell told the Board that was something he would work on.

CLERK OF COURTS

Clerk Thomas was not present.

3. Presentation of County Finance and County Clerk Issues

No report or issues were on the agenda.

CONSENT

Commissioner Morgan asked to pull item 7 for quick clarification from Clyde Collins.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA, TO-WIT: ITEMS 4, 5, 6, 8 AND 9.

4. **Approval of Minutes** - September 4, 2012 – Regular Meeting
- September 18, 2012 – Regular Meeting
- October 16, 2012 – Regular Meeting
5. **Ratification of Approval to Pay County Bills**
6. **Approval of Library Annual Plan of Service 2012-2013**

Gadsden County Board of County Commissioners
November 20, 2012, Regular Meeting

7. Request Approval of the Local Agency Program (LAP) Supplemental Agreement to Increase Funding for the Greensboro Train Depot Restoration Project

The Board voted to remove this item from the consent agenda in order to discuss it. See the discussion and action taken below.

8. Approval to Piggyback on Florida Department of Transportation (FDOT) Contract with World Fiber Technologies for a Caution Light Upgrade – Fairbanks Ferry Road and Concord Road

9. Approval of the Services Contract with Con-Techs Health and Safety to Provide Drug and Alcohol Screening Services and Training Services

ITEMS PULLED FOR DISCUSSION

7. Request Approval of the Local Agency Program (LAP) Supplemental Agreement No. 1 to Increase Funding for the Apalachicola Northern Railroad Depot Restoration Project in Greensboro Contract No. APF 19

Commissioner Morgan asked to clarify some of the information in the agenda package. He pointed out that the background information stated that the County applied for the grant in 2010, but, it was the Greensboro/West Gadsden Historical Society who had originally applied for it in 2007 with the County being the conduit.

Building Official Clyde Collins stated that this particular agenda item was an add-on to that LAP agreement with an increase of \$29,000 to the original contract amount of \$563,125, bringing the total to \$592,640.00.

After clarification, Commissioner Morgan was satisfied.

Commissioner Holt commented that this was the second part of the grant, which began in 2007 with an application for the engineering design and permitting phase using approximately \$45,000. She also reiterated the supplemental agreement increased the LAP grant to \$592,640. She wanted to make sure that this grant money would be for the actual construction of the project.

Mr. Collins replied, "Yes."

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE ITEM 7 OF THE CONSENT AGENDA AS NAMED ABOVE.

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

There were no citizens requesting to be heard.

PUBLIC HEARINGS

10. **Approval of Close-Out Budget Amendments for Fiscal Year 2012 – Resolution 2012-036 and Budget Amendment Numbers 120072 -120073; 120082, 120087, 120093-12108**

Mr. Presnell announced this was for public hearing to consider the year end budget amendments for the 2011/2012 fiscal year budget. He apologized for the lateness in providing them with the amendments, but he explained that the Clerk's Finance server crashed and was out of service for several days, which caused a delay in getting the amendments prepared and verified.

Chair Croley asked if there was a total amount of the adjustments.

OMB Analyst Jeff Price came forward and stated he did not have a total.

Chair Croley asked if the County was over-budget with these amendments or if the money had to come out of cash balances.

Mr. Price explained the amendments were moving funds from fund balances of various funds in the Department.

Chair Croley then announced again this was a public hearing and asked if there was anyone who wished to speak concerning the budget amendments. No-one came forward.

Commissioner Holt stated that as she examined the amendments, she could easily see what was moved and why, but the narratives did not give sufficient explanation for her to fully understand what happened within the department that caused the need to move monies around within the department budget.

Mr. Price agreed that it was only a quick narrative describing the amendments, but he would make them more detailed in the future. He explained that next month there would be a fourth quarter summary and that would show each department and if will reflect those areas that were over-funded or under-funded.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CLOSE-OUT BUDGET AMENDMENTS FOR FISCAL YEAR 2012.

GENERAL BUSINESS

11. **Consultant Services Contract to Implement the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, to Recover a Portion of the Costs Incurred in Paving Ames Barineau Road (the "Road") from All of the Owners of Real Property Abutting the Road, Pursuant to the Special Assessment for Road Improvements Ordinance**

Mr. Presnell introduced the above described item then turned to Attorney Weiss to lead the discussion.

Mr. Weiss addressed the Board and stated they had been thru this agenda item several times and that they were seeking approval of the proposal from Government Services Group for their

Gadsden County Board of County Commissioners
November 20, 2012, Regular Meeting

consulting services related to the development and implementation of a non-ad valorem special assessment to recover a portion of the costs incurred in the paving of the road and explained the contract called for an initial payment of \$2,000 to develop the special assessment tax roll. He added the annual maintenance fee would be \$1,500 and that would depend on how the Board wanted to collect the monies owed.

Commissioner Hinson asked him to elaborate a little more.

Mr. Weiss stated that if the County wanted to recoup a portion of the costs associated with the paving, they would need to move forward with adopting an ordinance or a resolution. He explained problems arose with the way the collection and assessments were proposed previously and the county had to step back from that process. He advised that getting Government Services involved from the beginning would be beneficial and a good use of County funds.

Chair Taylor said in all fairness, the newly elected Commissioner Hinson would benefit from some history on the item. She went on to explain there were landowners that wanted a paved road and there was an agreement that the landowners would pay 2/3 of the paving costs and the County would pay 1/3, a number of them had agreed, the paving had been completed and now the County was trying to find a method to collect the money owed.

Chair Croley asked Commissioner Hinson if he understood the history of the two roads.

Commissioner Hinson responded that he had attended several meetings during discussion of this matter but was interested in what else the attorney might have to add regarding the matter.

Chair Croley stated the issue had been resolved with the action the Board had taken for any future liens.

Mr. Weiss responded that the 1/3-2/3 collection ordinance now provided for collection through a uniform, statutory method and was very specific as to the timing and when to adopt resolutions and what needed to be done.

Chair Croley added that the County should not have this problem in the future if there were other paving situations such as with these two roads and this was an attempt to recover some of that money.

Commissioner Holt asked what specifically Government Services would do for the County and why the County needed someone to maintain the assessment roll even though the money would be paid to the Tax Collector's Office.

Mr. Weiss explained that if the payments were being paid over multiple years, it would be necessary to develop a tax roll for each year of the assessment period. The tax roll would have to be updated and maintained in order to issue tax bills to those land owners for each successive year.

It was apparent that the commissioners would like to have Government Services come to a BCC meeting and answer their questions. However, the proposed contract only included two site visits and their attendance at a board meeting would be considered one of those meetings.

Commissioner Holt stated this should not be considered an on-site visit as this was not where the roads were located and the way to conduct business was to come before the Board and tell them exactly what they would do and be available to answer their questions.

Commissioner Morgan stated this originated in 2004 and the total amount of money uncollected was approximately \$70,000. He added this had not been handled correctly and suggested making a request to current landowners to attempt to collect a portion of the money owed and then not attempt to collect anymore because it would cost more from the legal challenges than to absorb the outstanding money owed. He suggested that the county should, "Chalk this up as a lesson learned and move forward." He also interjected that some of the properties had already changed hands and the new owners could possibly be unaware of the outstanding obligation on their property.

Commissioner Holt argued that the county needed to try to collect the money and she said any new property owners should have investigated to find out if there were any outstanding liens, etc on the property because they are now responsible for those liens.

Commissioner Taylor stated that the concern tonight was there was no uniform method of collecting the money owed and added that the Board had asked Government Services to come up with a technique to have the money owed to be paid back and they said they would come up with a uniform method of levy for collection and to enforce non-ad valorem assessments. She added that they needed to adopt a rule of how this was to be conducted and added that she would like to send this back and have Government Services appear before the Board to answer questions.

Chair Croley concurred with Commissioner Taylor and agreed that this debt could not be forgiven without making a good faith effort to collect it. He added that the only way the Board would be able to continue the program is to have funds in hand to move forward. He added he had no problem in asking Government Services to come back and answer questions directly, but this matter could not be ignored.

Commissioner Holt stated she did not believe that a company should bring something before the Board if they didn't explain it. She recommended it go back and request them to appear before the Board to answer their questions.

Commissioner Morgan said he wished to clarify a couple of issues and said he did believe that a good faith effort needed to be made to collect the money owed, but his point was from a business standpoint, that the Board was talking about a \$70,000 issue that more than likely would be reduced to \$20,000-\$30,000 after asking those to pay and it could potentially turn into a \$150,000 if legal challenges follow.

Commissioner Hinson said he agreed with Commissioner Morgan, but he also understood Commissioner Holt and Commissioner Taylor's point of view.

Mr. Weiss explained that Government Services would not come to a meeting before having an executed contract and he possibly could answer any general questions the Board might have which would save an appearance from them.

Chair Croley asked Mr. Weiss for his professional recommendation to the Board.

Mr. Weiss replied that if the Board wanted to move forward with creating an assessment roll and to try to collect the costs, this was reasonable and would be a good use of county funds.

Chair Croley asked Mr. Presnell for his opinion regarding this matter.

Mr. Presnell stated Government Services had been before the Board before and this was what they do and tax collectors all over the State of Florida were very familiar with their services. He further added if the Board wanted to try to collect the money, this was the avenue to pursue.

Commissioner Taylor said Government Services had asked for an annual maintenance fee and asked where the guarantee was from Government Services that this would work, that they had requested a guaranteed payment. She added with the two separate roads, there was a \$1500 annual maintenance fee and asked if that would be per road or per year.

Mr. Weiss replied that it would be two separate contracts and would be per road.

In an effort to move the agenda, Chair Croley said there seemed to be a consensus to see if the Government Services representatives would come to the next meeting. He agreed with the point Commissioner Taylor made and asked Mr. Weiss to look at having them consolidate this into one agreement for both roads.

Mr. Weiss stated while the process would not be different, it was his opinion that it would be a lot cleaner to have 2 separate agreements.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON THE BOARD VOTED 5-0 BY VOICE VOTE TO TABLE THIS MATTER.

12. **Consultant Services Contract to Implement the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, to Recover a Portion of the Costs Incurred in Paving Quail Roost Drive and Quail Roost Drive West (Collectively the "Road") from All of the Owners of Real Property Abutting the Road, Pursuant to the Special Assessment for Road Improvements Ordinance**

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT THE BOARD VOTED 5-0 BY VOICE VOTE TO TABLE THIS MATTER.

At this juncture, Commissioner Morgan left the meeting.

13. **Agreement for Economic Development Services FY 2012-2013**

Mr. Presnell introduced Item 13 as noted above.

Commissioner Hinson stated he had questions for Mr. Gardner.

David Gardner, Executive Director, Gadsden County Chamber of Commerce, 211 North Duval

Street, Quincy, FL, appeared before the Board.

Commissioner Hinson stated that he had had an opportunity to meet with Mr. Gardner concerning the economic development and in first looking at it, it stated \$44,000 and the Board was then talking about \$64,000-\$65,000 and asked the reason for the change in the amount.

Mr. Presnell explained that \$25,000 of that amount was for economic development.

Mr. Gardner said Commissioner Hinson had a question regarding the retention clause and that language came from Tallahassee/Leon County EDC contract and there had been several instances where he had worked with particular businesses in trying to retain jobs in Gadsden County.

Commissioner Hinson referred to page two of the proposed contract where it is stated, "to create or retain a total of 60 jobs through business recruitment, retention and expansion efforts as based on..." He wondered if they could be a little more aggressive than 60 and bring the numbers up. He went on to add that he was in full support of the program, but thought they "should shoot high". He also mentioned partnering with the Gadsden County School Board and GTI and one of programs discussed was the Gadsden County Law Academy and that was an area where the workforce could be increased as well, where the students could be trained in Gadsden County and the workforce would come from Gadsden County. He stated he had reservations at first, but at the same time, the commitment had already been given and thought they should move forward, and added that he would like to have an economic development workshop after the first of the year to learn what hot topics each commissioner had.

Commissioner Morgan thanked Mr. Gardner for coming before the Board and stated the Board chose to drastically cut the funding to the economic development arm of the Chamber and it was really important for everyone to understand that they would not be getting the time that they had gotten in years past.

Commissioner Holt stated when she looked at projects she looked for results. She asked Mr. Gardner from where did he expect to produce 60 more jobs.

Mr. Gardner responded by saying that the Chamber has eight (8) projects in the pipeline right now in manufacturing and distribution mainly, which would be long term jobs. He added that the last four years had been extremely challenging for the country.

Commissioner Holt stated the Board needed to work together with the Chamber to go after jobs, she mentioned the work product and how commissioners all over the state worked with their Chamber to draw jobs into the area and told him not to be shy on asking for a workshop.

Commissioner Hinson commented he liked to respect fellow commissioners, the reason he was pressing forward was the year had already begun and commitment had been made to the Chamber and the Board needed to move forward. He added that he agreed with Commissioner Holt and a meeting needed to be held and a plan in place by January.

Commissioner Taylor commented she agreed with Commissioner Hinson to move forward because this had been approved, but the contract needed some amendments. She added where the contract talked about 60 jobs, that part needed to be read more carefully because it stated "create

and/or retain” and added if BASF stayed open, the Board still had to pay the Chamber because he had retained 60 jobs. She further added that the Board needed to invest in economic development and if he could create 25 **NEW** jobs that were not here in 2012, she would be willing to give him 100%. She told him he might want to consider becoming a regular attendee of the meetings, at least every other or third meeting, and update the Board. She stated she was afraid he was “cherry-picking” and that scared her. She requested that the Board amend the contract.

Commissioner Morgan stated he moved to approve Option 1 and Commissioner Hinson seconded it.

Commissioner Taylor asked if the caveat could be amended to add “25 new jobs”.

Commissioner Hinson asked if the retention would be amended.

Commissioner Taylor explained that could be added with a line item to itself and Mr. Gardner was right in trying to work to maintain those businesses in staying open, but there should be another line item that said “25 new jobs to come”.

Chair Croley said there was a motion by Commissioner Morgan and Commissioner Hinson had seconded it and asked Commissioner Hinson if he wished to withdraw his motion.

Commissioner Morgan stated, as a point of order, since this item was agendaed to approve as written, he was not sure they could amend it at this time and his motion on the floor stood.

Chair Croley explained it could be modified as Commissioner Taylor had suggested, but the question was, at this time, his motion did not have a second and asked if there would be a second.

Commissioner Morgan’s motion died for lack of a second.

Commissioner Taylor asked to move approval of the contract with an amendment to add “create 25 new jobs in fiscal year 2012-2013”.

Commissioner Hinson said he had a question because in the contract it stated “create 60 jobs”...

Commissioner Taylor explained if you read the contract, it stated “create **and/or** retain”...

Commissioner Hinson:

“That’s one of the things we talked about yesterday, the ‘and/or’ situation here, but what I’m saying, he’s going to create 60 new jobs, I’m just saying what it says here, or retain so we want him to create 60 new jobs or create 25 new jobs?”

Commissioner Taylor:

“The way he’s got it written, he can do one or the other.”

Commissioner Hinson:

“That’s where I was coming from earlier about the retention. Just say we’re going to create...”

Commissioner Taylor:

Gadsden County Board of County Commissioners
November 20, 2012, Regular Meeting

"That would be very difficult in this economy and I would not want to put him in that kind of a hard seat with 60 new jobs and I wouldn't..."

Commissioner Hinson:

"So you want to bring the numbers down some?"

Commissioner Taylor:

"No, no, no, I want that particular paragraph to stay just like it is, I don't want to touch that."

Commissioner Hinson:

"So, 60, we're going to stick with what he's got here and add an additional 25 more jobs."

Commissioner Taylor:

"And these are new jobs, he doesn't have the 'and/or' in there anymore."

Chair Croley:

"Do you understand what she is saying? I believe she is saying she wants to create or retain the total of 60 jobs AND add an additional 25 new jobs. Do we have a second to that motion?"

Commissioner Hinson seconded.

Chair Croley then called for discussion.

Commissioner Holt:

"I don't understand why it's 25 jobs, I don't understand why he can't go get 60 jobs, I don't understand that one bit. You have U.S. 90, U.S. 27, I-10 with 4 exits and a railroad going through here and you can't come up with 60 jobs, new jobs? That would be amazing in itself. You've got 6 towns here, you have agriculture, and you have flower nurseries and you can't come up with 60 jobs? That's almost impossible."

Commissioner Taylor:

"You're right. I would like to see 600 jobs..."

Commissioner Holt:

"No ma'am, no ma'am, 60 jobs..."

Commissioner Taylor:

"Excuse me, excuse me, here's where I'm going, here's where I'm going, if we could simply indicate a minimum of 25, if he gets to 60, even better, but I want to put it in a thresh-hold where it's attainable, not at the end of the day saying, you know, 60 jobs, we haven't been able to grow 60 jobs in this County in the last three years, why put it right now and, and, we are almost two months into the fiscal year. It's unfair and I don't want to be unfair about this, I want to be reasonable. You've already indicated earlier you're not going to vote for it anyway."

Commissioner Holt:

"True, but I'm going to express my opinion and I would like to rebut to that also."

Chair Croley:

Gadsden County Board of County Commissioners
November 20, 2012, Regular Meeting

"Let's not get into a free-for-all."

Commissioner Holt:

"Right, I'm not, but I am going to say is this, if in the three years, and it's been more than 3 that we've not seen 60, what I'm saying is, there may be something wrong with our process, because there is no way that Madison County is getting the jobs, Marianna is getting the jobs, got Liberty County down there getting jobs and we're not getting them. So, I'm back to what I said."

Chair Croley tried to interject.

Commissioner Taylor tried to speak.

Commissioner Holt:

"I'm not finished, I'm not finished, I still have the floor, but I still have the floor."

Commissioner Taylor:

"Yes you do, but..."

Commissioner Holt:

"But, let me finish this. They don't have all these major roads in their counties. They don't have the railroad. This is the only place in North Florida where I-10 and Highway 90 even cross and you have Tallahassee at your back door and you're still telling us we don't get 60 jobs and it's not attainable. It's very attainable and that's my only point, now other than that you don't have to convince me..."

Commissioner Taylor:

"No, no, no, I'm not trying to convince you, but here is what I want to share with you, here is what I want to share with you, here's a fact they have, they have maintained and completed the requirements of their contract."

Commissioner Holt:

"I didn't say it was good though, the contract is not good."

Commissioner Taylor:

"But you can't argue that they haven't done what they put in writing because they have created and/or retained so he's done his job, but what has happened in the past, and you are right, in the past, we can't really show anything because in the past, it didn't take out that retain. But now we are going to take it out, now it's something totally different and if I were you Sir, (talking to Mr. Gardner) in order to keep Commissioner Holt pleased and happy with you, and I know she can get that that way, because I saw it back in about 1986. (Laughter) But if I was you, I would try to reach way beyond 25 newly created jobs and that kills it, it gives them nothing anymore."

Chair Croley:

"Wait, Commissioners, we have a motion and a second on the floor. (Commissioner Hinson spoke) Commissioner Hinson, if it's something new..."

Commissioner Hinson:

"It's something new because I was trying to highlight all this stuff here, it's just another thing that

Gadsden County Board of County Commissioners
November 20, 2012, Regular Meeting

(inaudible) and also the language, it said 'and all jobs over 60 will constitute a carry-over into the next fiscal year' so we need to probably just scratch that one out and so instead of, because you may have, where it says retain, at Coastal Lumber, you've already got over 200 workers already so going to carry-over anyway."

Commissioner Taylor:

"Stop right there, there is a point, I amend my motion to withdraw that language."

Chair Croley:

"Wait, wait, wait, o.k., we're going to get some confusion in here. Alright, Commissioner Holt, excuse me, not Commissioner Holt, Commissioner Taylor has a motion that you seconded (to Commissioner Hinson) so you're going to withdraw, allow her to amend her motion and you're going to keep the second?"

Commissioner Hinson:

"Yes."

Chair Croley:

"And that is going to be, let's make sure everyone is on the same page, you are going to create or retain the total of 60 jobs AND create 25 new jobs AND all the jobs over 60 will not carry-over to the next fiscal year. Now, that's the motion. Now, I would like to, for the sake of time, I think everybody understands this, we will look at having an economic development workshop. Now, I'm ready to let's take the vote."

Commissioner Morgan:

"I have a question."

Chair Croley:

"Another question. Go ahead, but please let this be the last one."

Commissioner Morgan:

"Thank you, Mr. Chair. I hope we go back and look at the last 10 minutes of discussion here when y'all get a chance and listen to what you are saying. The idea on economic development is not to look to one individual or one committee to create jobs. What we are doing is having an organization whose primary focus, is that arm, is the focus of that and to work with the other leading agencies in our region to effectively come together and produce or retain a job. Somebody that's got a job, if you don't think they want to keep it right now, if that's not just as important to them as creating a new one, you need to ask them. So, that's my point. My second one is, again, I reiterate, you're drastically cutting the funds and now you are increasing what you are asking this organization to do and I need to hear from Mr. Gardner if that's something he agrees to do before I can vote on it."

Chair Croley:

"Procedurally, we have a motion on the floor and we are not taking any more comments from the public, at least as far as I understand from Robert's Rules of Order unless the attorney is telling me that is different. Now, Commissioner Holt..."

Chair Taylor:

"Let's move."

Commissioner Holt:

"And this is it for me, I promise I'm giving up, I promise. But, my, I'm fully for it, I mean I'm not going to vote for it, but, I'm just making this comment that, this is a product of a bad contract, that's all I'm saying and to put in there anything that says that a job, that production in this year is going to carry-over to a new contract is a sign of a bad contract. You cannot say it's going to carry-over anyway because another organization may be doing the economic development so how could it carry-over anyway. But, what we need to do is look at doing the economic development, if you want to vote for it, we go into workshops, we sit down with Mr. Gardner and that group and just like we said earlier. Thank you, that's all I wanted to say."

Chair Croley:

"Now, before we take the vote, just a point of order. The present contract with the Chamber, has it expired?"

Commissioner Taylor:

"Yes."

Chair Croley:

"O.K., now, I'm going to take the position that I can vote on this contract but after that I will have to abstain in the oversight of the contract. Now, I think that will be correct. O.K., now we've heard the motion, all in favor of approving the contract with the amendments so stated, the 25 new jobs and not allowing the carry-over to the next fiscal year, please signify by saying aye."

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON THE BOARD VOTED 3-2 BY VOICE VOTE TO APPROVE THIS MATTER. COMMISSIONERS HOLT AND MORGAN OPPOSED.

14. Approval of Architectural Consultant to Develop Bid Documents for Repair and Replacement of County Jail Locks

Mr. Presnell introduced Item 14 and stated it was approval of Architectural Consultant Services to develop the bid documents to move forward for the bid for replacement of the jail locks.

At this juncture, Commissioner Taylor stepped out of room.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE THIS MATTER.

15. Request Approval to Award Bid Number 12-13 for Greensboro Train Depot Restoration

Mr. Presnell introduced Item 15 as noted above and added that as pointed out earlier in the meeting, there was an increase in funding from DOT to fund this project and would like to award the bid to the lowest bidder, who was also a local contractor.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE THIS MATTER.

COUNTY ADMINISTRATOR

16. Small County Coalition Appointees

Mr. Presnell stated there were couple of items, one, the Board needed to make two appointments to the Small County Coalition Board of Directors and appoint a staff liaison.

Commissioner Taylor arrived back at this juncture of the meeting.

Chair Croley stated members currently were Commissioners Morgan, Taylor and Former Administrator Johnnie Williams, and he asked Mr. Presnell if he would be willing to serve in that capacity in place of the Former Administrator and then called for comments.

Commissioner Holt stated she would do it and then Commissioner Taylor nominated Commissioner Hinson.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THIS MATTER.

17. Update on Board Requests

Mr. Presnell stated there was a conflict with the first meeting in January and asked the Board for direction to cancel or either reschedule the meeting.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN THE BOARD VOTED 5-0 BY VOICE VOTE TO CANCEL THE FIRST MEETING IN JANUARY.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN THE BOARD VOTED 5-0 BY VOICE VOTE TO MOVE THE SECOND MEETING IN JANUARY TO 6:00 P.M.

Mr. Presnell stated he and Mr. Gardner had a meeting scheduled with GLF Construction and Workforce Plus regarding the by-pass job and asked for guidance concerning workshops regarding revenue, jail situation, comprehensive plan and economic development and how frequent to schedule them.

At this juncture of the meeting, Chair Taylor stepped out of the meeting.

Chair Croley then suggested to Mr. Presnell that the retreat be scheduled for the first of January, economic development in same month, then in February to focus on revenue and have grant people present for that meeting, then capital improvements and the comp plan should follow.

Commissioner Holt stated there could be two meetings done in January and they could be done the same day as a meeting.

Chair Croley asked Commissioner Hinson about the retreat he mentioned and added with the holidays approaching, he didn't see how a retreat could be done until after the first of the year.

Gadsden County Board of County Commissioners
November 20, 2012, Regular Meeting

Commissioner Morgan stated if they were looking at a retreat probably a Saturday morning would be the most effective and mentioned that on the workshops, they could meet at 6:00 p.m. but have it scheduled for a different day from the meetings.

At this juncture, Commissioner Taylor returned and Commissioner Morgan stepped out of the meeting.

COUNTY ATTORNEY

Mr. Weiss had nothing to report.

18. National Solar Update

19. Update on Various Legal Issues

DISCUSSION ITEMS BY COMMISSIONERS

20. Commissioner Hinson, District 1

Commissioner Hinson thanked everyone and stated he thought they were moving in the right direction.

Commissioner Croley, District 2 – Report and Discussion on Public Issues and Concerns Pertaining to Commission District Two and Gadsden County

Chair Croley thanked everyone for their support, thanked Commissioner Taylor for her services as Chair and Commissioner Morgan for his services as Vice-Chair.

Commissioner Holt, District 4 – County Concerns

Commissioner Holt commented that in looking at the numbers concerning the road paving, the amount mentioned was \$70,000, and it was approved in 2008 and the amounts were \$104,640 and \$57,342 and 2/3 of that total would be \$107,988.

Commissioner Morgan, District 3 – District 3 Concerns

Commissioner Taylor, District 5 – No Items

Had nothing to report.

December Meetings

-December 4, 2012, Regular Meeting, 6:00 p.m.

-December 18, 2012, Regular Meeting, 9:00 a.m.

Gadsden County Board of County Commissioners
November 20, 2012, Regular Meeting

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 8:08 P.M.

GADSDEN COUNTY, FLORIDA

DOUGLAS M. CROLEY, Chair
Board of County Commissioners

ATTEST:

Muriel Straughn, Deputy Clerk for
NICHOLAS THOMAS, CLERK

Board of County Commissioners Agenda Request

Date of Meeting: February 5, 2013

Date Submitted: January 16, 2013

To: Honorable Chairperson and Members of the Board

From: Morris Young, Sheriff
Maurice Peddie, E911 Coordinator

Subject: Approval of Contractual Agreement between CenturyLink and Gadsden County and Authorize the Chairperson to Sign.

Statement of Issue:

The agenda item seeks for the County Commission’s approval for the contractual agreement between CenturyLink and the Gadsden County Board of County Commissioners.

Background:

The existing backup Positron Viper 1.2 System requires an immediate upgrade. Gadsden County’s E911 system backup is over five years old and the manufacturer has notified the county that the Positron Viper Version 1.2 has reached its end of life and will no longer be supported after June 2011.

Analysis:

The project will upgrade the existing Positron Viper backup system to Version 4.1 with the objective of providing the latest technology to maintain continued E911 operations during failure of our primary Public Safety Answering Point (PSAP). Our goal is to maintain a functional E911 system in both of our PSAP’s that is cost efficient and familiar to the County’s Call Takers.

Fiscal Impact:

None. The County has received funding for this project from the State of Florida E911 State Grant Program.

Options:

1. Approve the contract agreement and authorize the Chairperson to sign.
2. Provide other direction.

County Administrator's Recommendation

1. Approve the contract agreement and authorize the Chairperson to sign.

Attachment:

Contract for PSAP back-up equipment upgrade. Three (3) originals.

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and E911 Florida Gadsden County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

- 1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference. This Agreement begins on the date all parties have signed below ("Effective Date").
- 2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- 4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: Vicki Dove
 Printed: Vicki Dove
 Title: Area Sales Director
 Date: 1/15/13

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

E911 Florida Gadsden County

By: _____
 Printed: _____
 Title: _____
 Date: _____

Customer Address: 339 EAST JEFFERSON STREET
 QUINCY, FL 32351

And if related to a dispute to:
 CenturyLink – Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

Address for Notices (if different from above):

Sales Rep: Todd Jones
 Sales Rep Phone: (850) 599-1450

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Products to Customer is listed in each Price Quote. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 12-035622

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-Recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%



CenturyLink

Customer Legal Name: E911 Florida Gadsden County
 Customer Billing Name: E911 Florida Gadsden County
 339 EAST JEFFERSON STREET
 QUINCY
 FL, 32351
 Quote Number: 12-035622

Valid Until February 28, 2013

Description of Work to be Performed:	Viper 4.1 Upgrade for the Gadsden County Backup site

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

Part Number	Description	Quantity	Unit Price	Extended Price
912801/U	Positron VIPER	-	-	-
912802/U	CAMA Interface Module	2	-	-
912803/U	VIPER Primary Application Server	1	-	-
912822/U	VIPER Primary VoIP Soft Switch	1	-	-
912823/U	VIPER Secondary Backroom Server	1	-	-
912811/U	VIPER Secondary VoIP Soft Switch	1	-	-
912812/U	Application Server Access License	3	-	-
912812/U	PBX Access License - Per Workstation	2	-	-
912800	VIPER Gateway Shelf	1	-	-
912814	Admin Interface Module (AIM)	2	-	-
912890/BB	Media Kit Prebuilt Building Block	1	-	-
912816	Cisco 2960-S 24 port switch	2	-	-
913850/S	VIPER Enabling Kit (Sonic)	2	-	-
Subtotal				\$ 33,186.68
913100/U	Power 911 Software - Upgrade	-	-	-
913202/U	Power 911 Client Access License	2	-	-
913152/U	Power 911 Server Access License	2	-	-
913152/U	Power 911 Add-on Recorder for Radio (ITRR)	2	-	-
Subtotal				\$ 12,614.46
919100/U	Power MAP Software - Upgrade	-	-	-
919100/CD	Power MAP Software	2	-	-
919100/CD	Power MAP Media & Documentation	1	-	-
Subtotal				\$ 4,308.36
920100/U	Power MIS Software - Upgrade	-	-	-
920101/U	Power MIS Server Software License	1	-	-
920102/U	Power MIS Concurrent Client Access License	1	-	-
920000/CD	Power MIS Data License	2	-	-
920000/CD	Power MIS Software & Documentation	1	-	-
Subtotal				\$ 1,615.12
917310/11/U	ePrinter Software - Upgrade	-	-	-
917311/11	ePrinter Software & Documentation	1	-	-
917311/11	ePrinter Self Tutorial CD	1	-	-
Subtotal				\$ 962.88
914102/BB	Power IWS Hardware	-	-	-
100P000208-001	IWS Workstation Prebuilt Product Bundle	2	-	-
914434	M series Dual Video Card	2	-	-
914434/R	Tape Backup System	1	-	-
914210/G6/R/BB	Tape Backup System Rackmount Kit	1	-	-
E10033	IWS Type A Rack Server (1U 1CPU) 160GB SATA HD	1	-	-
914210/G6/R/BB	500GB SATA Non Hot Plug Hard Disk for DL160 & ML110	2	-	-
E10033	IWS Type A Rack Server (1U 1CPU) 160GB SATA HD	1	-	-
914422	500GB SATA Non Hot Plug Hard Disk for DL160 & ML110	2	-	-
914102/EP	Additional Backup Exec SQL Agent	1	-	-
914102/EP	ePrinter Desktop	1	-	-
Subtotal				\$ 35,206.46
950850	Intrado Services	-	-	-
950104	IWS Staging - up to 8 positions	1	-	-
960575	Professional Services - Price Per Day	5	-	-
960580	Installation - Living Expense Per Day	7	-	-
960580	Installation - Travel Fee	1	-	-
950510	Project Management	1	-	-
Subtotal				\$ 23,627.17
EM887A8#ABA	Misc Material	-	-	-
MCC-1	LE1911 LCD DISPLAY TFT 19"	5	-	-
NQ576AT	Misc Material	1	-	-
	HP LCD SPEAKER BAR	2	-	-
Subtotal				\$ 4,981.53
Parts				\$ 116,102.66
Miscellaneous				\$ -
Shipping				\$ 1,825.20
Parts Subtotal				\$ 117,927.86
Labor				\$ 11,497.60
Vendor Support (See Vsupport Tab for Details)				\$ -
TOTAL PRICE				\$ 129,425.46

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.

7-5

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

7-6

**Board of County Commissioners
Agenda Request**

Date of Meeting: February 5, 2013
Date of Submitted: January 23, 2013
To: Honorable Chairman and Members of the Board
From: Major Shawn Wood, Emergency Management Director
Subject: Approval of "Piggy Back" Agreement with The Management Experts, LLC to provide Emergency Management Training

Statement of Issue:

Acceptance of an agreement between The Management Experts, LLC and the Gadsden County Board of Commissioners to provide emergency management training. This agreement will allow for implementation of emergency training for the Gadsden County emergency management system under the Federal Homeland Security Grant Program Contract Number: 12-DS-20-02-03-01-414. This grant targets issue # 7, Functional Exercise Program (\$15,000.00) and County Specific Training (\$5,000.00).

Background:

The Gadsden County Sheriff's Office Division of Emergency Management wishes to contract the services of The Management Experts, LLC to conduct training and exercise for all components of the emergency management organization. The Management Experts, LLC have been selected through a competitive bidding process by Jefferson County Sheriff's Office. The Gadsden County Sheriff's Office wishes to "piggy-back" off the Jefferson County competitive selection progress and likewise use the services of The Management Experts, LLC. Attached is the agreement for consideration by

the Board. The agreement has been reviewed by the Gadsden County Sheriff's Office and The Management Experts, LLC.

Analysis:

The training provided by The Management Experts LLC is needed to implement the Federal Department of Emergency Management SHSGP grant program. The Management Experts, LLC. was selected to provide these services for Jefferson County through a competitive bidding process. As such Gadsden County may "piggy-back" off the competitive award with Jefferson County and contract with the Management Experts, LLC. to provide the same services to Gadsden County.

Fiscal Impact:

N/A

Options:

1. Approve agreement and authorize chairperson to sign
2. Provide direction

County Administrator's Recommendation:

1. Approve agreement and authorize chairperson to sign

Attachment (s):

1. Proposed agreement with The Management Experts, LLC. and Gadsden County Division of Emergency Management.
2. Contract Task and Deliverables
3. Copy of agreement with Jefferson County and The Management Experts, LLC.

SERVICES CONTRACT
(Professional)

This Services Contract, dated _____, 2013, between the Gadsden County Board of County Commissioners (the COUNTY) and The Management Experts, LLC (hereinafter "Contractor").

This Agreement defines the terms under which Contractor shall provide professional services to the COUNTY.

WHEREAS Jefferson County engaged in the competitive selection process to obtain services to implement its grant under the Federal Department of Emergency Management SHSCP program; and

WHEREAS as a result of that competitive selection process, The Management Experts, LLC was selected as the most qualified responsible bidder; and

WHEREAS Gadsden County's Department of Emergency Management wishes to "piggyback" off Jefferson County's competitive selection process and contract with The Management Experts, LLC;

NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. SERVICES TO BE RENDERED AND RATES OF PAYMENT. Contractor shall render the services described in Exhibit A and the COUNTY shall compensate Contractor for said services as described in Exhibit A, provided that specific deliverables set out by the County are accomplished and a proper invoice therefore shall be rendered and said services shall be performed to the satisfaction of the COUNTY. The COUNTY shall resolve all claims and disputes under this Services Contract.

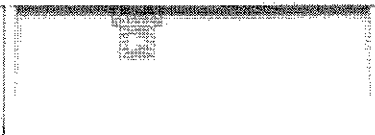
A. Contractor will provide the following services:

Training and exercise activities to Gadsden County Emergency Management as set out in Exhibit A.

B. All services will be performed by Contractor to the satisfaction of the Gadsden County Administrator or his assign, who will decide all questions, difficulties and disputes of any nature whatsoever, on behalf of the COUNTY that may arise under or by reason of the Agreement.

C. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

D. All plans, proposal developments, materials, computer files and/or reports prepared or obtained for the COUNTY under this Agreement will be considered works made for hire and will become the property of the COUNTY without restriction or limitation on their use and will be made available, upon request, to the COUNTY at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the COUNTY of said document(s), the COUNTY will become the custodian thereof. Contractor will not copyright any materials.



E. Written updates will be provided to County staff on a monthly basis and presentations will be made before the Gadsden County Board of Commissioners when requested by the County Administrator or his assign/designee. Payment shall be due and made in accordance with the Local Government Prompt Payment Act (§218.70, F.S., et. seq.,) and interest on unpaid balances shall accrue and be payable as provided in the Act.

2. **TERM.** This Services Contract shall commence on the date first set forth above and shall continue for a period of 12 months, terminating at the end thereof unless earlier terminated in accordance with the terms of this Services Contract.

3. **PRICE AND PAYMENT.** Pursuant to FDEM contract number 12DS20020301414 for the grant award services provided for the period is \$20,000.00. The compensation contract price indicated is inclusive of all expenses borne by the Contractor and therefore no expenses shall be reimbursed to the Contractor by The COUNTY for the duration of this agreement. This sum includes any and all reimbursement to Contractor for expenses related to service to THE COUNTY including, but not limited to, long distance telephone calls, faxes, document production, overnight delivery, in-town courier services, business meals, out-of-town travel, and in-town travel.

4. **BENEFITS.** The COUNTY shall not provide the Contractor with any fringe benefits in relation to the services performed under this agreement. This agreement does not create an employer/employee relationship between the Contractor, its agents, officers or employees and the County. The Contractors, its agents, officers and employees are independent contractors for all purposes including, but not limited to, the Federal Unemployment Tax Act, the Fair Labor Standards Act, the provisions of the Internal Revenue Code, the Florida Unemployment Insurance law and the Florida Worker's Compensation Act. The Contractor retains sole control over the methods and manner of carrying out the scope of work set out in this agreement. The Contractor is solely responsible for compliance with any and all laws relating to its employees and the County assumes no obligation or responsibility for Contractor's employees.

5. INDEMNITY AND PAYMENT FOR CLAIMS

A. **INDEMNITY:** The Contractor shall indemnify and hold harmless the COUNTY, its officers and employees, attorneys and agents from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by Contractor or his employees, officers or agents during the performance under this Services Contract, provided, however, that Contractor shall not be liable hereunder for the sole negligence of the COUNTY, its officers and employees, attorneys and agents.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Services Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Services Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

B. **PAYMENT FOR CLAIMS:** Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with this Contract. Final acceptance and payment does not release the Contractor from its obligations hereunder until all such claims are paid or released.



6. COMPLIANCE WITH LAWS. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

Throughout the duration of this agreement, the Contractor will serve as an independent contractor of the COUNTY. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

7. INSURANCE

A. GENERAL LIABILITY. The Contractor shall carry and keep in force during the period of this Services Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$ 300,000 each occurrence, and property damage insurance of at least \$ 100,000 each occurrence, for the services to be rendered in accordance with this Services Contract, as well as the indemnity provided hereinabove.

B. AUTOMOBILE LIABILITY. The Contractor shall also carry and keep in force during the period of this Services Contract automobile liability insurance policy or policies for all vehicles operated by the Contractor in the performance of services hereunder with a company or companies authorized to do business in Florida, affording liability insurance with combined bodily injury limits of at least \$100,000 per person and \$ 300,000 each occurrence, and property damage insurance of at least \$ 100,000 each occurrence, for the services to be rendered in accordance with this Services Contract, as well as the indemnity provided hereinabove.

C. COUNTY AS ADDITIONAL INSURED. THE COUNTY shall be named as an additional insured on the foregoing policy (ies). Each such policy shall provide for written notification of the COUNTY no less than 30 days prior to the expiration or cancellation of coverage.

E. WORKERS COMPENSATION. The Contractor shall maintain workers compensation insurance in force as required by Florida Law.

E. PROOF OF INSURANCE. The Contractor shall deliver proof of the foregoing insurance to the COUNTY prior to performing any work hereunder.

8. SUBJECT TO FUNDING. This Contract is entered into subject to the amounts budgeted by the Board of County Commissioners as available for expenditure during this fiscal year and the COUNTY shall not be liable hereunder for any amounts in excess thereof. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

9. SUBCONTRACTORS. The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its

services hereunder, without additional cost to the COUNTY, other than those costs negotiated within the limits and terms of this Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Contractor, however, will not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the Agreement without the written consent of the COUNTY.

The Contractor shall be held responsible for the negligence of its subcontractors. In the successful completion of this engagement, the Contractor may utilize subcontractors, but the Contractor shall remain completely responsible to the COUNTY for performance under this Agreement.

10. TERMINATION AND DEFAULT

- A. This Services Contract may be canceled by the COUNTY in whole or in part at any time the interest of the COUNTY requires such termination. The COUNTY also reserves the right to seek termination or cancellation of this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. The COUNTY further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.
- B. If the COUNTY determines that the performance of the Contractor is not satisfactory, the COUNTY shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, if the deficiency is not corrected the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the COUNTY.
- C. If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the Contractor, the COUNTY shall notify the Contractor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed. All work in progress will become the property of the COUNTY and will be turned over promptly by the Contractor.
- E. THE COUNTY may issue a verbal or written Stop Work order to Contractor at any time, and Contractor shall immediately cease all performance under this Service Contract until otherwise instructed. Contractor shall have no claim for delay or other damages associated with the Stop Work order and shall be compensated only for services performed to the satisfaction of the COUNTY.

11. CONFIDENTIAL INFORMATION. The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the COUNTY any trade secrets or confidential information as determined by the COUNTY in writing.

12. COVENANTS. The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity

which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the COUNTY.

13. **BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re-organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

14. **ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any work under this Services Contract without the prior written consent of the COUNTY.

15. **NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Contractor addressed to:

Contractor name: The Management Experts, LLC
Attention: Traci Buzbee
Address: 2514 Manassas Way
Address: Tallahassee, Florida 32312
850-528-0785 – Cell
850-727-8243 – Office

(b.) If to the COUNTY addressed to:

Shawn Wood
Director Emergency Management Services
Gadsden County Sheriff's Office
Quincy, FL 32353

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

16. **LAW.** This Agreement shall be governed and construed in accordance with Florida law.

17. **VENUE.** Venue in any legal action related to this Contract shall be in Gadsden County.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Services Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

19. **MISCELLANEOUS.** This Agreement:

(a) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.

- (b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.
- (c) It is understood and agreed by the parties hereto that if any part, term or provision of this Services Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Services Contract did not contain the particular part, term or provision held to be invalid.
- (d) Shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (f) May be amended, modified or supplemented only by a written instrument executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR NAME

Chairperson

Traci Buzbee
By: Traci Buzbee Title

DATE

1/18/13
DATE

ATTEST:

Clerk

County Attorney – Approved as to form

GADSDEN COUNTY SHERIFF'S OFFICE

EXHIBIT A

**CONTRACT NUMBER: 2012-GCSO-DEM-HS
FDEM CONTRACT #: 12DS20020301414**

TASK AND DELIVERABLES:

I. Training

A. Conduct an Active Shooter Training Workshop for the Law Enforcement prior to the Active Shooter Exercise

Payment Schedule

- TME will be compensated upon submittal upon completion of the training workshop

Total Training

\$5,000

II. Exercises

Design, develop, conduct and evaluate a comprehensive exercise program for Gadsden County.

- Meet with Gadsden County Emergency Management Officials to determine the type of event that the emergency response personnel need to be "tested" on
- Establish a planning team of select individuals within the County to assist with and provide the local prospective for the Master Scenario Events List (MSEL)
- Conduct three meetings with accordance with the Homeland Security Exercise Evaluation program (HSEEP) and provide planning team minutes for each meeting
- Conduct a functional exercise
- Produce an after action report and improvement plan

Payment Schedule

- ✓ \$4,000 paid upon completion of all said planning meetings
- ✓ \$10,000 paid upon execution of functional exercise
- ✓ \$1,000 paid upon completion of the after action report and improvement plan

Total Exercise

\$15,000

III. Management and Administration Costs

- Assist with the management of the FY 2012 SHSGP
- Assist with application requirements and the implementation of the FY 2012 SHSGP
- Assist with the compliancy with reporting and data collection as it may relate to the FY 2012 SHSGP
- Assist with the compliance reporting/data collection requirement

Total Contract

\$20,000

PIGGYBACK SUBCONTRACT AGREEMENT

THIS IS AN AGREEMENT, dated the 17 day of JANUARY 2012, by and between:

Jefferson County Sheriff's Office

and

The Management Experts, LLC, hereinafter referred to as "Contractor".

This agreement was entered into pursuant to an award to The Management Experts following a competitive solicitation of planning, training and exercise services for FY12 advertised in *The Monticello News* on December 21, 2011 & December 28, 2011.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Jefferson County Sheriff's Office and the Contractor agree as follows:

WHEREAS, as of said date above, The Management Experts, LLC will become a contractor to Jefferson County Sheriff's Office; and

WHEREAS, all parties agree upon the scope of services to be provided by The Management Experts, LLC;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. **RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SCOPE OF SERVICES

The Management Experts, LLC agrees to hold Jefferson County and the State Division of Emergency Management harmless against all claims of whatever nature arising out of the performance of the work under this agreement to the extent allowed and required by law.

The Management Experts, LLC is bound by all applicable state and federal laws and regulations and is bound by the terms of agreements between Jefferson County and the State Division of Emergency Management.

The Management Experts, LLC agrees that progress on all activities performed will be documented in the quarterly reports submitted by Jefferson County.

The Management Experts, LLC certifies that it is a Minority Business Owner as defined in Section 288.703, Florida Statutes.

- The Management Experts shall conduct planning, training and exercise initiatives
- The Management Experts shall provide on-site technical assistance
- The Management Experts shall conduct meetings on behalf of the county with State Officials
- The Management Experts shall seek additional funding and resources to benefit the county's Emergency Services programs
- The Management Experts shall serve as needed on behalf of the Director
- The Management Experts shall perform outreach initiatives
- The Management Experts shall obtain resources for recovery efforts after a disaster

ARTICLE 3
TERM OF THE AGREEMENT

- 3.1 This Agreement shall commence upon signatures by both parties.
- 3.2 This Agreement may be terminated by either Party with or without cause, upon thirty calendar days' written notice. Upon termination, all work shall cease and Jefferson County Sheriff's Office shall pay to The Management Experts, LLC any earned and unpaid portion of the compensation due to The Management Experts, LLC pursuant to Article 4.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

- 4.1. Jefferson County Sheriff's Office agrees to compensate The Management Experts, LLC through Task Authorizations generated by the Jefferson County Emergency Manager and payable through State Homeland Security Grant Funds, EMPG or EMPA.

ARTICLE 5
MISCELLANEOUS

- 5.1. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the Jefferson County Sheriff's Office employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with Jefferson County Sheriff's Office policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from Jefferson County Sheriff's Office, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Jefferson County Sheriff's Office, and Jefferson County Sheriff's Office will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
- 5.2. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and Jefferson County Sheriff's Office designate the following as the respective places for giving of notice:

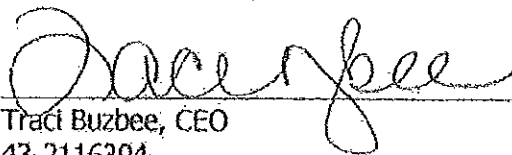
Contractor: Traci Buzbee
2514 Manassas Way
Tallahassee, Florida 32312
850-528-0785 -- cell

Jefferson County: Carol Ellerbe, Director
Jefferson County Emergency Management
169 Industrial Park Avenue
Monticello, Florida 32044
Phone: 850-342-0211

- 5.3. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 5.4. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.
- 5.5. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and Jefferson County Sheriff's Office and supersedes all prior negotiations, representations or agreements, either written or oral.

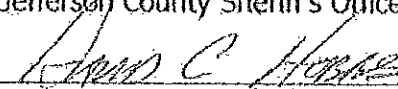
IN WITNESS OF THE FOREGOING, the Parties have set their hands the day and year first written above.

The Management Experts, LLC



Traci Buzbee, CEO
43-2116394

Jefferson County Sheriff's Office



David Hobbs, Sheriff

Date: 1 / 12 / 12

Board of County Commissioners Agenda Request

Date of Meeting: February 5, 2013

Date Submitted: January 17, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Charles Chapman, Public Works Director

Subject: Approval of Task Order NO.2013-130 Authorizing Preble Rish Engineering to Perform Engineering Services for the Woodward Road Resurfacing Grant Project.

Statement of Issue:

The Board of County Commissioners has already approved the grant contract for this project previously.

This item seeks Gadsden County Board of County Commissioners (BOCC) consent approval of Task Order NO. 2013-130 authorizing Preble Rish Engineering (PRI) as the County Engineer to perform engineering services for the re-surfacing project on Woodward Road. This project is funded in the 2013 Gadsden County Budget via Florida Department of Transportation (FDOT) grant funds and approved by the Board of County Commissioners to proceed.

Background:

In 2009, the BOCC approved staff to apply for FDOT grant funds for the Woodward Road project located in District 2.

October 16, 2012, the BOCC approved the required grant contractual agreement for the total award amount of \$1,233,797.00.

County staff has now received the Notice to Proceed from FDOT and would like to begin the design phase.

Analysis:

This task order is standard operating procedure for road surfacing projects with the Gadsden County Engineer. The scope of services to be provided include surveying, design, construction administration, and required permitting and recording of the final plans for the road way. The FDOT grant agreement for Woodward Road allows for 10% of the total grant award to be used for Administration of the project. PRI will be the administrator of the project.

Fiscal Impact:

No impact to Gadsden County. All expenses will be paid by the FDOT grant. The task order totals \$123,379.70 and is exactly 10% of the total grant award.

Options:

- Option 1: Approve Task Order NO.2013-130
- Option 2: Table for further study
- Option 3: Board Direction

County Administrator's Recommendation:

Option 1.

Attachments:

1. Task Order NO. 2013-130



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

January 22, 2013

VIA Email at cchapman@gadscdencountyfl.gov and US Mail

Mr. Charles Chapman
Public Works Director
Gadsden County
P.O. Box 1799
Quincy, FL 32353-1799

**RE: CR 270 (Woodward Rd) Widening & Resurfacing – Gadsden County, FL
Preble-Rish Project No. 228.130**

Dear Mr. Chapman:

It is our understanding that the County has received funding from the FDOT Small County Road Assistance Program (SCRAP) for the widening and resurfacing of CR 270 (Woodward Road) as shown in **Exhibit A**. Preble-Rish, Inc. (PRI) is pleased to provide this Task Order to provide the design, surveying and inspection services to complete the proposed project. **Exhibit B** contains a detailed Task Order with a description of the scope of services. The associated fees are consistent with the allowable percentages outlined by FDOT.

If you have any questions, please give me a call at 850.674.3300.

Sincerely,

PREBLE-RISH, INC.


Justin Ford, P.E.
Project Manager

JF/kew

cc: Mr. Ralph Rish, President, PRI (via email at rishr@preble-rish.com)
Mr. Travis Justice, P.E., Vice President, Sr. Project Manager (via email at justicet@preble-rish.com)
Mrs. Missy Ramsey, Controller, PRI (via email at ramseym@preble-rish.com)

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Port St. Joe

324 Marina Drive
Port St. Joe, FL 32456

P 850.227.7200
F 850.227.7215

Panama City

203 Aberdeen Parkway
Panama City, FL 32405

P 850.522.0644
F 850.522.1011

Santa Rosa Beach

877 CR 393 North
Santa Rosa Beach, FL 32459

P 850.267.0759
F 866.557.0076

Bristol

10400 NW Main Street
Bristol, FL 32321

P 850.643.2771
F 850.643.2910

Quincy

20 East Washington Street
Quincy, FL 32351

P 850.875.4751

Blountstown

20684 Central Avenue East
Blountstown, FL 32424

P 850.674.3300
F 850.674.3330

Crawfordville

36 Jasper Thomas Road
Crawfordville, FL 32327

P 850.274.9866

Monticello

Gadsden Square
187 East Walnut Street
Monticello, FL 32344

P 850.997.2175

EXHIBIT B
CR 270 (WOODWARD RD) – SCRAP
TASK ORDER 2013-130
PROFESSIONAL ENGINEERING SERVICES
For GADSDEN COUNTY
JANUARY 2013

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the CR 270 (Woodward Rd) resurfacing and widening project for Gadsden County (County) acting by and through its Commission.

DESCRIPTION OF ENGINEERING SERVICES
SCOPE OF SERVICES

A. SURVEYING

1. PRI shall locate the right-of-way, edge of pavement and horizontal and vertical curves within the area of the project and any drainage structures, guardrail, etc.
2. PRI shall cross-section the roadway every 100' in order to evaluate the existing roadway and shoulder cross-slopes.

SURVEYING: \$18,500.00

B. DESIGN

1. PRI shall obtain existing traffic and crash data as necessary to evaluate the existing horizontal and vertical alignment of the roadway to ensure compliance with FDOT standards. Recommendations for correcting any deficiencies will be provided as necessary (and allowable based on funding).
2. PRI shall calculate the existing roadway and shoulder cross-slopes and provide recommendations for correcting deficiencies as necessary.
3. PRI shall evaluate roadside obstructions to ensure widening meets all clear zone requirements.
4. PRI shall submit exemption notice to NWFWMDC.
5. PRI shall prepare construction plans and specifications necessary to bid the proposed project.

DESIGN: \$67,879.70

C. CONSTRUCTION ADMINISTRATION AND INSPECTION

1. PRI shall prepare all bid documents.
2. PRI shall review bids and make recommendation for bid award.
3. PRI shall provide resident inspection services during construction
4. PRI shall also review contractor pay requests and submittals.
5. PRI shall prepare contract close out documents.

CONSTRUCTION ADMINISTRATION AND INSPECTION: \$37,000.00

D. DELIVERABLES

1. PRI shall provide 3 sets of 90% plans, bid documents, and construction estimate.
2. PRI shall provide 3 sets of 100% plans and bid documents.

The following services will not be provided as a part of this contract and will be billed at our contracted hourly rates if deemed necessary:

1. Wetland Delineation or Wetlands Surveying
2. Title searches
3. Stormwater Permitting with FDEP or NWFWMDC

E. PROFESSIONAL SERVICE FEES

PRI proposes to provide these services for a lump sum fee of:

TOTAL \$123,379.70

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

20684 Central Ave. East, Suite 1

Blountstown, FL 32424

By: _____

Name and Title: Justin Ford, P.E., Project Manager

Witnessed: Kell Walden

Date: 1/22/13

GADSDEN COUNTY, FLORIDA

PO Box 1799

Quincy, FL 32353

By: _____

Name and Title: Charles Chapman, Public Works Dir.

Witnessed: _____

Date: _____

Board of County Commissioners Agenda Request

Date of Meeting: February 5, 2013

Date Submitted: January 17, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Charles Chapman, Public Works Director

Subject: Approval of Task Order NO. 2013-129 Authorizing Preble Rish Engineering to Perform Engineering Services for the Flat Creek Road Resurfacing Grant Project.

Statement of Issue:

The Board of County Commissioners has already approved the grant contract for this project previously.

This item seeks Gadsden County Board of County Commissioners (BOCC) consent approval of Task Order NO. 2013-129 authorizing Preble Rish Engineering (PRI) as the County Engineer to perform engineering services for the re-surfacing project on Flat Creek Road. This project is funded in the 2013 Gadsden County Budget via Florida Department of Transportation (FDOT) grant funds and approved by the Board of County Commissioners to proceed.

Background:

In 2009, the BOCC approved staff to apply for FDOT grant funds for the Flat Creek Road project which spans portions of Districts 3 and 4.

October 16, 2012, the BOCC approved the required grant contractual agreement for the total award amount of \$2,162,684.00.

County staff has now received the Notice to Proceed from FDOT and would like to begin the design phase.

Analysis:

This task order is standard operating procedure for road surfacing projects with the Gadsden County Engineer. The scope of services to be provided include surveying, design, construction administration, and required permitting and recording of the final plans for the road way. The FDOT grant agreement for Flat Creek Road allows for 10% of the total grant award to be used for Administration of the project. PRI will be the administrator of the project.

Fiscal Impact:

No impact to Gadsden County. All expenses will be paid by the FDOT grant. The task order totals \$216,268.40 and is exactly 10% of the total grant award.

Options:

- Option 1: Approve Task Order NO. 2013-129
- Option 2: Table for further study
- Option 3: Board Direction

County Administrator's Recommendation:

Option 1.

Attachments:

1. Task Order NO. 2013-129



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

January 22, 2013

VIA Email at cchapman@gadsdencountyfl.gov and US Mail

Mr. Charles Chapman
Public Works Director
Gadsden County
P.O. Box 1799
Quincy, FL 32353-1799

RE: CR 270A (Flat Creek Rd) Resurfacing – Gadsden County, FL
Preble-Rish Project No. 228.129

Dear Mr. Chapman:

It is our understanding that the County has received funding from the FDOT Small County Outreach Program (SCOP) for the resurfacing of CR 270A (Flat Creek Road) as shown in **Exhibit A**. Preble-Rish, Inc. (PRI) is pleased to provide this Task Order to provide the design, surveying and inspection services to complete the proposed project. **Exhibit B** contains a detailed Task Order with a description of the scope of services. The associated fees are consistent with the allowable percentages outlined by FDOT.

If you have any questions, please give me a call at 850.674.3300.

Sincerely,

PREBLE-RISH, INC.


Justin Ford, P.E.
Project Manager

JF/kew

cc: Mr. Ralph Rish, President, PRI (via email at rishr@preble-rish.com)
Mr. Travis Justice, P.E., Vice President, Sr. Project Manager (via email at justice1@preble-rish.com)
Mrs. Missy Ramsey, Controller, PRI (via email at ramseym@preble-rish.com)

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Port St. Joe

324 Marina Drive
Port St. Joe, FL 32456

P 850.227.7200
F 850.227.7215

Panama City

203 Aberdeen Parkway
Panama City, FL 32405

P 850.522.0644
F 850.522.1011

Santa Rosa Beach

877 CR 393 North
Santa Rosa Beach, FL 32459

P 850.267.0759
F 850.557.0076

Bristol

10490 NW Main Street
Bristol, FL 32321

P 850.643.2771
F 850.643.2910

Quincy

20 East Washington Street
Quincy, FL 32351

P 850.875.4751

Blountstown

20684 Central Avenue East
Blountstown, FL 32424

P 850.674.3300
F 850.674.3330

Crawfordville

36 Jasper Thomas Road
Crawfordville, FL 32327

P 850.274.9866

Monticello

Gadsden Square
187 East Walnut Street
Monticello, FL 32344

P 850.997.2175

EXHIBIT B
CR 270A (FLAT CREEK RD) – SCOP
TASK ORDER 2013-129
PROFESSIONAL ENGINEERING SERVICES
For GADSDEN COUNTY
JANUARY 2013

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the CR 270A (Flat Creek Rd) resurfacing project for Gadsden County (County) acting by and through its Commission.

DESCRIPTION OF ENGINEERING SERVICES

SCOPE OF SERVICES

A. SURVEYING

1. PRI shall locate the right-of-way, edge of pavement and horizontal and vertical curves within the area of the project and any drainage structures, guardrail, etc.
2. PRI shall cross-section the roadway every 100' in order to evaluate the existing roadway and shoulder cross-slopes.

SURVEYING: \$32,500.00

B. DESIGN

1. PRI shall obtain existing traffic and crash data as necessary to evaluate the existing horizontal and vertical alignment of the roadway to ensure compliance with FDOT standards. Recommendations for correcting any deficiencies will be provided as necessary.
2. PRI shall calculate the existing roadway and shoulder cross-slopes and provide recommendations for correcting deficiencies as necessary (as allowable based on funding).
3. PRI shall submit exemption notice to NFWFMD.
4. PRI shall prepare construction plans and specifications necessary to bid the proposed project.

DESIGN: \$118,768.40

C. CONSTRUCTION ADMINISTRATION AND INSPECTION

1. PRI shall prepare all bid documents.
2. PRI shall review bids and make recommendation for bid award.
3. PRI shall provide resident inspection services during construction.
4. PRI shall also review contractor pay requests and submittals.
5. PRI shall prepare contract close out documents.

CONSTRUCTION ADMINISTRATION AND INSPECTION: \$65,000.00

D. DELIVERABLES

1. PRI shall provide 3 sets of 90% plans, bid documents, and construction estimate.
2. PRI shall provide 3 sets of 100% plans and bid documents.

The following services will not be provided as a part of this contract and will be billed at our contracted hourly rates if deemed necessary:

1. Wetland Delineation or Wetlands Surveying
2. Title searches
3. Stormwater Permitting with FDEP or NFWFMD

E. PROFESSIONAL SERVICE FEES

PRI proposes to provide these services for a lump sum fee of:

TOTAL \$216,268.40

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

GADSDEN COUNTY, FLORIDA

20684 Central Ave. East, Suite 1

PO Box 1799

Blountstown, FL 32424

Quincy, FL 32353

By: 

By: _____

Name and Title: Justin Ford, P.E., Project Manager

Name and Title: Charles Chapman, Public Works Dir.

Witnessed: Kelli Walden

Witnessed: _____

Date: 1/22/13

Date: _____

**Board of County Commissioners
Agenda Request**

Date of Meeting: February 5, 2013

Date Submitted: January 23, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Jim Gollahon, Gollahon Financial Services, Inc.

Subject: PUBLIC HEARING - Board approval of BB&T Bank's loan proposal and ordinance to refinance the County's \$10,000,000 Sales Tax Revenue Refunding Bonds, Series 2010 (Gadsden Memorial Hospital Project)

Statement of Issue:

The BOCC approved moving forward with the refinancing of the County's \$10,000,000 Sales Tax Revenue Bonds, Series 2010 (Gadsden Memorial Hospital Project), at their December 19, 2012 meeting in order to achieve debt service savings.

Background:

A financial advisor and bond counsel were hired to work with staff to seek and secure the best refinancing loan from a commercial bank. Estimated total savings, at that time, were \$1.83 million, which equals approximately \$107,000 per year. Net present value savings were estimated to be \$1.44 million or 15.9% of the remaining balance of the refunded debt.

Analysis:

The County's finance team has secured a very favorable proposal from BB&T Bank to provide a new loan to refund the Sales Tax Revenue Refunding Bonds, Series 2010, which is currently held by BB&T Bank. BB&T has offered to lend Gadsden County the requested funds at a fixed interest rate of 2.95% plus a one-time legal and credit review fee of \$4,000 (see attachment). The bank has also agreed to waive the 1% prepayment fee required by the 2010 note with BB&T Bank. The attached updated refinancing analysis reflects total savings of \$1,913,254, which equates to nearly \$112,000 of annual savings. The net present value of these savings is \$1,500,825, which equates to 16.46% of the remaining balance of the 2010 loan. A refinancing is considered attractive when net present value savings are in the 3% to 5% range.

It is recommended to accept BB&T's loan proposal and approve the ordinance and necessary documents in order to close the new loan on February 13, 2013.

Fiscal Impact:

The fiscal impact would be a \$1,913,254 decrease in total debt service, which on an annual basis equals \$111,995.

Options:

1. Accept BB&T's loan proposal and approve the ordinance in order to close the loan on February 13, 2013.
2. Board Direction

County Administrator's Recommendation

Option #1.

Attachments:

1. BB&T Bank's loan proposal.
2. Financial Advisor's refinancing analysis.

ORDINANCE NO. 2013-001

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF SALES TAX REVENUE REFUNDING BOND, SERIES 2013 (HOSPITAL PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,138,713.90, TO FINANCE THE COST OF REFUNDING ITS REFUNDED BONDS (AS DEFINED HEREIN); PROVIDING THAT THE SERIES 2013 BOND SHALL BE A LIMITED OBLIGATION OF THE ISSUER PAYABLE FROM PLEDGED REVENUES, AS DEFINED IN THE ORDINANCE; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2013 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE NEGOTIATED AND PRIVATE SALE OF THE SERIES 2013 BOND; FINDING THE NECESSITY OF A NEGOTIATED SALE; APPROVING THE SALE OF THE SERIES 2013 BOND TO BRANCH BANKING AND TRUST COMPANY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, as follows:

Section 1: *Authority for this Ordinance.* This Ordinance is enacted pursuant to the provisions of the Constitution of Florida, Chapter 125, Florida Statutes, Section 212.055(7), Florida Statutes, and other applicable provisions of law (collectively, the "Act").

Section 2: *Definitions.* The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Authorized Denominations" means the stated amount of the Series 2013 Bond.

"Board" means the Board of County Commissioners, as the governing body of Gadsden County, Florida.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Owner is closed.

"Chairman" means the Chairman of the Board or in his absence or inability to act, the Vice Chairman of the Board or such other person as may be duly authorized by the Board to act on her behalf.

"Clerk" means the Clerk of the Circuit Court of Gadsden County, Florida and Clerk to the Board of County Commissioners or any Deputy Clerk.

"Issuer" means the Board of County Commissioners of Gadsden County, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30.

"Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Issuer, but shall not include any ad valorem taxes.

"Ordinance" means this Ordinance, pursuant to which the Series 2013 Bond is authorized to be issued.

"Owner" or "Owners" means the Person or Persons in whose name or names the Series 2013 Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Ordinance.

"Paying Agent" shall mean the Clerk of the Issuer.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies and other legal entities.

"Pledged Revenues" means the Surtax Revenues.

"Principal Office" means the principal office so designated in writing to the Issuer by the Owner.

"Refunded Bonds" means the Issuer's remaining outstanding \$10,000,000 Sales Tax Revenue Refunding Bond, Series 2010 (Gadsden Memorial Hospital Project) dated March 18, 2010.

"Series 2013 Bond" means the Gadsden County, Florida Sales Tax Revenue Refunding Bond, Series 2013 (Hospital Project), authorized pursuant to this Ordinance.

"State" means the State of Florida.

"Surtax Revenues" means the Voter Approved Indigent Care Surtax authorized pursuant to Section 212.055(7), Florida Statutes and levied pursuant to Ordinance No. 08-025 enacted by the Issuer on June 17, 2008.

Section 3: Findings.

(A) For the benefit of the inhabitants of the Issuer, the Board finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to refund the Refunded Bonds, the proceeds of which were used to finance and refinance the construction, renovation and equipping of the hospital now known as "Capital Regional Medical Center - Gadsden Memorial Campus" (the "Hospital"). Issuance of the Series 2013 Bond to finance the cost of refunding the Refunded Bonds satisfies a public purpose.

(B) The Surtax Revenues were approved by the electors of Gadsden County, Florida in a referendum election held on August 26, 2008. The Issuer hereby determines that the debt evidenced by the Series 2013 Bond is a continuation of the debt evidenced by the Refunded Bond.

(C) The Surtax Revenues became effective January 1, 2009 and expire December 31, 2038.

(D) The Series 2013 Bond will be payable from the Pledged Revenues. The Pledged Revenues will be sufficient to pay the Series 2013 Bond, as same becomes due.

(E) Neither the Issuer nor the State of Florida or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay the Series 2013 Bond and the Series 2013 Bond shall not constitute a lien upon the Hospital, or upon any properties owned by or situated within the Issuer, except as provided herein with respect to the Pledged Revenues, in the manner and to the extent provided herein. The Issuer requested bids to purchase the Series 2013 Bond (the "Bid Request") and has determined that the response received from Branch Banking and Trust Company ("Original Purchaser"), a copy of which is attached hereto as Exhibit D, best suits the present borrowing needs of the Issuer (the "Commitment").

(F) Because of the characteristics of the Series 2013 Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2013 Bond, it is in the best interest of the Issuer to accept the Commitment of the Original Purchaser to purchase the Series 2013 Bond at a private negotiated sale. Prior to the issuance of the Series 2013 Bond, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 4: Authorization. The issuance of an obligation of the Issuer to be known as the "Gadsden County, Florida Sales Tax Revenue Refunding Bond, Series 2013 (Hospital Project)" is hereby approved and authorized, in the principal amount of not to exceed \$9,138,713.90 for the purpose of providing funds to refund the Refunded Bonds and to pay the costs of issuing the Series 2013 Bond. Further, the refunding of the Refunded Bonds is hereby approved. The Original Purchaser, as the holder of the Refunded Bonds, has waived the requirements that the Refunded Bonds be prepaid on a scheduled payment date, the prepayment price include a 1% prepayment premium and written notice of prepayment be sent at least 10 days prior to the prepayment date, provided the Original Purchaser is the purchaser of the Series 2013 Bond. Subject only to the issuance of the Series 2013 Bond in an amount sufficient to accomplish the refunding of the Refunded Bonds and the purchase of the Series 2013 Bond by the Original Purchaser, the Refunded Bonds are hereby called for prepayment on February 13, 2013, or such other date selected by the Clerk and acceptable by the Original Purchaser.

Section 5: Description of Series 2013 Bond. The Series 2013 Bond shall be issued as a single Series 2013 Bond and shall be dated the date of its execution and delivery and principal and interest shall be payable and shall have such other terms and provisions, including, maturity date and prepayment provisions as stated in Section 6 herein and/or in the form of the Series 2013 Bond attached hereto as Exhibit A. The Series 2013 Bond is to be in substantially the form set forth on Exhibit A attached hereto, together with such changes as shall be approved by the Chairman, such approval to be conclusively evidenced by the execution thereof by the Chairman. The Series 2013 Bond shall be executed with the manual or facsimile signature of the Chairman and the Series 2013 Bond shall be attested with the manual or facsimile signature of

the Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2013 Bond or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2013 Bond so signed and sealed have been actually sold and delivered, such Series 2013 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2013 Bond had not ceased to hold such office. The Series 2013 Bond may be signed and sealed by such person who at the actual time of the execution of the Series 2013 Bond shall hold the proper office of the Issuer, although, at the date of the Series 2013 Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the enactment of this Ordinance, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2013 Bond shall be actually sold and delivered.

Section 6: Terms of Series 2013 Bond. The Series 2013 Bond is to be issued in an aggregate principal amount of \$9,138,713.90), shall be dated its date of delivery and shall mature on March 18, 2030. The Series 2013 Bond shall bear an interest rate of 2.95% per annum, subject to adjustments as set forth in the Series 2013 Bond, payable on the 18th day of each month, commencing March 18, 2013 and thereafter until the principal amount of the Series 2013 Bond has been paid. Interest shall be calculated on the basis of twelve 30-day months and 360-day year. Principal shall be payable on the 18th day of each month, commencing on March 18, 2013 and thereafter in the amounts specified in the Series 2013 Bond. The form of the Series 2013 Bond shall be as set forth in Exhibit A attached hereto. The Series 2013 Bond shall be subject to prepayment in whole, but not in part, on any scheduled payment date with a prepayment premium of 1% of the principal amount being repaid, upon 10 days prior written notice.

There shall be no reserve fund required for the Series 2013 Bond.

Section 7: Registration and Exchange of Series 2013 Bond; Persons Treated as Owners. The Series 2013 Bond will initially be registered to the Original Purchaser. So long as the Series 2013 Bond shall remain unpaid, the Clerk, as registrar, will keep books for the registration and transfer of the Series 2013 Bond. The Series 2013 Bond shall be transferable only upon such registration books and in Authorized Denominations.

The Person in whose name the Series 2013 Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Series 2013 Bond shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2013 Bond to the extent of the sum or sums so paid.

Section 8: Series 2013 Bond Mutilated, Destroyed, Stolen or Lost. In case the Series 2013 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2013 Bond of like tenor as the Series 2013 Bond so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Series 2013 Bond, or in lieu of and in

substitution for the Series 2013 Bond destroyed, stolen or lost and upon the Owner furnishing the Issuer reasonable proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2013 Bond so surrendered shall be canceled.

Section 9: Payment of Series 2013 Bond; Limited Obligation. The Issuer promises that it will promptly pay the Series 2013 Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2013 Bond shall not be or constitute general obligations or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from the Pledged Revenues, in the manner and to the extent provided herein. No holder of any Series 2013 Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2013 Bond, or be entitled to payment of such Series 2013 Bond from any funds of the Issuer except from the Pledged Revenues, in the manner and to the extent provided herein. Nothing in this section shall be construed as to limit the Issuer's ability to use any Pledged Revenues to make any payments coming due.

Section 10: Security for the Series 2013 Bond. The payment of the principal of and interest on the Series 2013 Bond shall be secured forthwith by a pledge of and lien on the Pledged Revenues. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of and the interest on the Series 2013 Bond. To the extent that any deficiency exists in the Surtax Revenues, the Issuer covenants and agrees to appropriate in its annual budget for each Fiscal Year in which the Series 2013 Bond remains outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Series 2013 Bond in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be for the term of the Series 2013 Bond and be cumulative and shall continue until all payments of principal of and interest on the Series 2013 Bond shall have been budgeted, appropriated and actually paid. The Issuer agrees that this covenant and agreement to budget and appropriate Non-Ad Valorem Revenue shall be deemed to be entered into for the benefit of the holders of the Series 2013 Bond and that this obligation may be enforced in a court of competent jurisdiction. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage upon any assets owned by the Issuer and no Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder. The Series 2013 Bond shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of the State of Florida. The obligation of the Issuer to appropriate Non-Ad Valorem Revenues shall be subject in all respects to the obligation of the Issuer to provide for essential governmental services and further shall be subject to the provisions of Section 129.07, Florida Statutes. Notwithstanding any provisions of this Ordinance to the contrary, the Issuer shall not be obligated to exercise ad valorem taxing power to maintain or continue any of the

activities of the Issuer which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues.

The Pledged Revenues shall be subject to this pledge immediately upon the issuance and delivery of the Series 2013 Bond, without any physical delivery by the Issuer of the Pledged Revenues or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Issuer, in tort, contract or otherwise.

Section 11: *Application of Proceeds of Series 2013 Bond.* At the time of delivery of the Series 2013 Bond, proceeds from the sale of the Series 2013 Bond shall be used to refund the Refunded Bonds and to pay the costs of issuance (including but not limited to legal fees and expenses).

Section 12: *Application of Revenues.* For so long as any of the principal of and interest on the Series 2013 Bond shall be outstanding and unpaid or until the Issuer has made provision for payment of principal of and interest, with respect to the Series 2013 Bond, the Issuer covenants as follows:

A. Funds and Accounts. The Issuer covenants and agrees to establish separate funds to be known as the "Revenue Fund," the "Debt Service Fund" with an "Interest Account" and "Principal Account" therein and the "Rebate Fund." Moneys in the aforementioned funds, other than the Rebate Fund, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Owner and for the further security of the Owner.

The Issuer may, but shall not be required to, at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than five million dollars (\$5,000,000).

All deposits into the funds and accounts created by this Ordinance shall be deemed to be held in trust by the Issuer for the benefit of the Owner for the purposes herein provided and used and applied only for the purposes and in the manner herein provided.

B. Flow of Funds.

(1) The Issuer shall deposit all the Surtax Revenues into the Revenue Fund, and to the

extent such Surtax Revenues are not sufficient, the Issuer shall deposit into the Revenue Fund the Non-Ad Valorem Revenues covenanted and agreed to be budgeted and appropriated pursuant to Section 10 hereof in the amount necessary to pay the interest accrued and due and principal due on the Series 2013 Bond. The moneys in the Revenue Fund shall be deposited or credited on or before the fifth day prior to each payment date of each month, commencing with the month in which delivery of the Series 2013 Bond shall be made to the purchaser or purchasers thereof, or such later date as hereinafter provided, in the following manner and in the following order of priority:

(a) Debt Service Fund. (i) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal the interest on the Series 2013 Bond accrued and unpaid and payable on the next interest payment date. Moneys in the Interest Account shall be applied by the Issuer to pay interest on the Series 2013 Bond as and when the same shall become due, whether by redemption or otherwise, and for no other purpose.

(ii) Principal Account. Next, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal the principal amount of Series 2013 Bond due and unpaid on the next principal payment date. Moneys in the Principal Account shall be applied by the Issuer to pay the principal of the Series 2013 Bond as and when the same shall become due, whether at maturity or otherwise, and for no other purpose.

(b) Balance. The balance of any moneys after the deposits required by Section 12(B)(1)(a) hereof may be transferred to any appropriate fund or account of the Issuer or may be used for any lawful purpose.

(2) The Issuer, in its discretion, may use moneys in the Debt Service Fund to prepay the principal or interest coming due in future years.

(3) On the date established for payment of any principal of or redemption price, if applicable, or interest on the Series 2013 Bond, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or redemption price, if applicable, or interest and deposit such moneys with the Paying Agent.

C. Rebate Fund. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Fund) and the Owner shall have no right to have the same applied for debt service on the Series 2013 Bond. The Issuer agrees to undertake all actions required of it in its arbitrage certificate, dated the date of issuance of the Series 2013 Bond, relating to such Series 2013 Bond, including, but not limited to:

(1) making a determination in accordance with the Code of the amount, if any, required

to be deposited in the Rebate Fund;

(2) depositing the amount determined in clause (1) above into the Rebate Fund;

(3) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(4) keeping such records of the determinations made pursuant to this Section as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Series 2013 Bond.

The provisions of the above-described arbitrage certificate may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

Section 13: *Bank Qualified.* The Issuer previously designated the Refunded Bonds in the original principal amount of \$10,000,000, of which \$9,116,032.13 is currently outstanding (which together with any previous tax-exempt debt of the Issuer issued in calendar year 2010 totaled less than \$30,000,000) as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Based upon representations from the Issuer, neither the Issuer nor any related person, both joint and severally, was the beneficiary of more than \$30,000,000 of "tax-exempt" obligations issued on either entity's behalf during calendar year 2010. The weighted average maturity of the Series 2013 Bond does not exceed the remaining weighted average maturity of the Refunded Bonds (within the meaning of Section 147(b) of the Code). However, the principal amount of the Series 2013 Bond exceeds the outstanding principal amount of the Refunded Bonds as a consequence of the Issuer's request to finance the costs associated with the Refunded Bonds with a portion of the proceeds of the Series 2013 Bond.

As a result of the foregoing, the amount of Series 2013 Bond equal to the amount of Refunded Bonds currently outstanding will be deemed designated as a "qualified tax-exempt obligation" as provided in Section 265(b)(3)(D)(ii) of the Code (the "Deemed Designated Series 2013 Bond"). The Deemed Designated Series 2013 Bond is hereby "deemed designated" as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3)(b)(i) of the Code and no new allocation of bank qualification for calendar year 2013 is hereby needed, awarded or designated in connection with the issuance and sale of the Deemed Designated Series 2013 Bond.

The Issuer hereby designates the amount of Series 2013 Bond in excess of the amount of Refunded Bonds currently outstanding (the "New Bank Qualified Series 2013 Bond") as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(b)(i) of the Code. Based upon reasonable investigation, the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2013 to issue more

than \$10,000,000 of "tax-exempt" obligations, including the New Bank Qualified Series 2013 Bond, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 14: Covenants of the Issuer.

A. The Issuer covenants to provide its Certified Audited Financial Report, budgets and other reasonable financial information, if requested by the Owner and not readily publicly available.

B. The Owner will have the right to inspect the Issuer's books and records during normal business hours.

C. The Issuer will not incur any indebtedness payable from Non-Ad Valorem Revenues, unless such Non-Ad Valorem Revenues will be greater than 2.00 times the maximum annual debt service on all outstanding debt payable from such Non-Ad Valorem Revenues.

D. The Issuer covenants that it will at all times cause to be maintained, to the extent reasonably available, multi-peril insurance on the Hospital including but not limited to fire, extended coverage, vandalism and malicious mischief, and comprehensive general liability on the Hospital. The Issuer shall name the Owner as a loss payee on the policy.

E. For so long as any of the principal of and interest on the Series 2013 Bond shall be outstanding and unpaid, the Issuer covenants that the Surtax Revenues will remain in effect, regardless of the status of the Hospital's license.

F. The Board will not take any action to repeal or prevent the collection of the Surtax Revenues.

G. If the Hospital is sold or otherwise disposed of as a whole or substantially as a whole, the net proceeds together with other moneys available for such purpose, shall be used to fully retire the outstanding Series 2013 Bond issued pursuant to this Ordinance and all interest thereon to its respective date of maturity or earlier redemption date. Any excess of the net proceeds may be used for any lawful purpose.

Section 15: Sale of Series 2013 Bond. The offer of Branch Banking and Trust Company to purchase the Series 2013 Bond is hereby accepted, and the sale of the Series 2013 Bond is hereby awarded to the Original Purchaser. Sale of the Series 2013 Bond is subject to satisfaction of the conditions precedent of the Original Purchaser, the satisfaction of which shall be evidenced by acceptance of the Series 2013 Bond and payment therefore by the Original Purchaser.

Section 16: *Tax-Exemption.* The Issuer covenants with the Owner of the Series 2013 Bond that it shall not use the proceeds of such Series 2013 Bond in any manner which would cause the interest on such Series 2013 Bond to be or become includable in the gross income of the Owner for federal income tax purposes and the Issuer further covenants with the Owner of the Series 2013 Bond that it will comply with all provisions of the Internal Revenue Code (the "Code") necessary to maintain the exclusion of interest on the Series 2013 Bond from the gross income of the Owner for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

If the Owner receives a final, non-appealable notice, in any form, from the Internal Revenue Service that Owner may not exclude any interest paid under the Series 2013 Bond from its federal gross income (an "Event of Taxability"), the Issuer shall pay to Owner upon demand (x) an amount which, with respect to payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest due through the date of such event), will restore to Owner its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Series 2013 Bond through the date of such event and (y) as additional payments to Owner on each succeeding date of payment such amount as will maintain such after-tax yield to Owner.

Section 17: *Events of Default; Remedies of Bondholder.* The following shall constitute Events of Default: (i) if the Issuer fails to pay any payment of principal of or interest on the Series 2013 Bond within 10 days after the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Ordinance (other than set forth in (i) above) and fails to cure the same within thirty (30) days following written notice; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; (iv) an Event of Taxability, which cannot reasonably be cured within 30 days; or (v) if the Board repeals or causes the repeal of the Surtax Revenues.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Series 2013 Bond may, in addition to any remedy authorized in the Series 2013 Bond, either at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Ordinance, and may enforce and compel the performance of all duties required by this Ordinance, or by any applicable statutes to be performed by the Issuer or by any officer thereof. In any such default, the Issuer shall also be obligated to pay as part of the indebtedness evidenced by the Series 2013 Bond, all costs of collection and enforcement hereof, including such reasonable attorneys' fees as may be

incurred, including on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist.

Section 18: *Amendment.* This Ordinance shall not be modified or amended in any respect subsequent to the issuance of the Series 2013 Bond except with the written consent of the Owner of the majority of the principal amount of the Series 2013 Bond.

Section 19: *Impairment of Contract.* The Issuer covenants with the Owner of the Series 2013 Bond that it will not, without the written consent of the Owner of the Series 2013 Bond, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Series 2013 Bond hereunder.

The pledging of the Pledge Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board.

The Issuer covenants that it will not impair or adversely affect the power and right of the Issuer to receive the Pledged Revenues. The Issuer will proceed diligently to perform legally and effectively all steps required on its part in the levy and collection of the Pledged Revenues and shall exercise all legally available remedies to enforce such collections now or hereafter available under State law.

Section 20: *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Series 2013 Bond is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Ordinance or any covenants, conditions and provisions herein contained; this Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 21: *Severability.* If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall be stricken solely to the extent of the invalidity and shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 22: *Business Days.* In any case where the due date of interest on or principal of the Series 2013 Bond or any other action date is not a Business Day, then payment of such principal or interest need not be made or action need not be taken on such date but may be made or taken on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 23: Applicable Provisions of Law. This Ordinance shall be governed by and construed in accordance with the laws of the State.

Section 24: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

Section 25: Captions. The captions and headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

Section 26: Members of the Board Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Ordinance or the Series 2013 Bond or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Board (the "Members"), as such, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Members, as such, under or by reason of the obligations, covenants or agreements contained in this Ordinance or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Member, as such, are waived and released as a condition of, and as a consideration for, the execution of this Ordinance, on the part of the Issuer.

Section 27: Authorizations. The Chairman, the County Manager, the Clerk, the Issuer's Attorney and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2013 Bond and are authorized and empowered, collectively or individually, to take all action and steps, to make such representations and certificates, and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2013 Bond, and which are specifically authorized or are not inconsistent with the terms and provisions of this Ordinance.

Section 28: Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 29: No Third Party Beneficiaries. Except such other persons as may be expressly described in this Ordinance or in the Series 2013 Bond, nothing in this Ordinance or in the Series 2013 Bond, expressed or implied, is intended or shall be construed to confer upon any Person, other than the holders, any right, remedy or claim, legal or equitable, under and by reason of this Ordinance, or any provision thereof, or of the Series 2013 Bond, all provisions thereof being

intended to be and being for the sole and exclusive benefit of the persons who shall from time to time be the holders.

Section 30: *Effective Date.* This Ordinance shall become effective upon the filing of a certified copy of this Ordinance with the Florida Department of State.

DULY ENACTED in regular session this ____ day of February, 2013.

GADSDEN COUNTY, FLORIDA

By: _____
Douglas M. Croley, Chairman
Board of County Commissioners

ATTEST:

By: _____
Nicholas Thomas
Clerk of the Court
Gadsden County, Florida

NOTICE OF INTENT (REVISED)

NOTICE IS HEREBY GIVEN to all concerned that the Board of County Commissioners of Gadsden County, Florida, intends, at the continuation of its regularly scheduled meeting, with the continuation commencing at 6:00 p.m., at the Gadsden County Governmental Complex, 9 East Jefferson Street, Quincy, Florida, on the 5th day of February, 2013 to consider enactment of the following:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF SALES TAX REVENUE REFUNDING BOND, SERIES 2013 (HOSPITAL PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,138,713.90, TO FINANCE THE COST OF REFUNDING ITS REFUNDED BONDS (AS DEFINED HEREIN); PROVIDING THAT THE SERIES 2013 BOND SHALL BE A LIMITED OBLIGATION OF THE ISSUER PAYABLE FROM PLEDGED REVENUES, AS DEFINED IN THE ORDINANCE; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2013 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE NEGOTIATED AND PRIVATE SALE OF THE SERIES 2013 BOND; FINDING THE NECESSITY OF A NEGOTIATED SALE; APPROVING THE SALE OF THE SERIES 2013 BOND TO BRANCH BANKING AND TRUST COMPANY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO THIS MATTER HE WILL NEED A RECORD OF PROCEEDINGS, AND FOR SUCH PURPOSE, HE MAY NEED TO ASSURE THAT A VERBATIM RECORDING OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the *Americans with Disabilities Act*, persons needing assistance in obtaining any information from the County or attending the public hearing should contact the County by communicating with the County Administrator's Office, at (850) 875-8650 at least 48 hours prior to the hearing.

The proposed ordinance is available for public inspect at the Office of the Clerk, Gadsden County Courthouse, 10 E. Jefferson Street, Quincy, Florida.

This Notice has been revised to reflect a change in the title of the Ordinance, all other information remains the same.

BOARD OF COUNTY COMMISSIONERS
OF GADSDEN COUNTY, FLORIDA

By: _____
Nicholas Thomas, Clerk

PUBLICATION: JANUARY 26, 2013

EXHIBIT A

FORM OF SERIES 2013 BOND

ANY OWNER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

UNITED STATES OF AMERICA
STATE OF FLORIDA
GADSDEN COUNTY
SALES TAX REVENUE REFUNDING BOND, SERIES 2013
(HOSPITAL PROJECT)

MATURITY DATE
March 18, 2030

INTEREST RATE
2.95%

DATED DATE
February __, 2013

REGISTERED OWNER: BRANCH BANKING AND TRUST COMPANY

PRINCIPAL AMOUNT: NINE MILLION ONE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND NINETY CENTS

KNOW ALL MEN BY THESE PRESENTS, that Gadsden County, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, or registered assigns as herein provided, upon presentation and surrender hereof at the office of the Registrar, initially the Clerk of the Court of Gadsden County, Florida, from the revenues hereinafter mentioned, the Principal Amount identified above in monthly installments in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by check mailed to the Registered Owner at its address as it appears on the registration books of the Issuer, interest on said principal sum at the Interest Rate per annum set forth, subject to adjustment as hereinafter set forth, commencing from the date of registration and authentication of this Bond.

Notwithstanding the foregoing, for so long as this Bond is owned by Branch Banking and Trust Company and its successors and assigns (the "Bank"), the principal of and interest on this Bond shall be payable to the Bank at such address as is provided by the Bank in writing to the Issuer without presentation of this Bond (except with respect to the final payment of principal hereunder).

Interest (calculated on the basis of twelve 30-day months and 360-day year) shall be payable monthly on the outstanding principal amount on the 18th of each month commencing March 18, 2013 and principal shall be payable monthly on the 18th of each month commencing

March 18, 2013. The monthly principal and interest payment shall be in the amount set forth in the payment schedule attached hereto, with all remaining amounts due and payable in full on the Maturity Date identified above.

If for any reason the interest on this Bond becomes includable in the gross income of the Registered Owner for federal income tax purposes (an "Event of Taxability"), the Issuer shall pay the Registered Owner upon demand (a) an amount which, with respect to payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest due through the date of such event), will restore to the Registered Owner its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Bond through the date of such event and (b) as additional payments to the Registered Owner on each succeeding date of payment such amount as will maintain such after-tax yield to the Registered Owner:

This Bond shall be subject to prepayment in whole, but not in part, on any scheduled payment date with a prepayment premium of 1% of the principal amount being repaid, upon 10 days prior written notice.

This Bond in the aggregate principal amount of \$9,138,713.90 is issued primarily to refund the Issuer's outstanding Sales Tax Revenue Refunding Bond, Series 2010 (Hospital Project), in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 125, Florida Statutes, Section 212.055(7) Florida Statutes and an ordinance duly enacted by the Issuer on February 5, 2013 (the "Ordinance"), and is subject to all the terms and conditions of such Ordinance. All capitalized undefined terms used herein shall have the meaning set forth in the Ordinance.

This Bond is payable from and secured by the Surtax Revenues (the "Pledged Revenues") as described in the Ordinance. To the extent that any deficiency exists in the Pledged Revenues, the Issuer covenants and agrees to appropriate in its annual budget for each Fiscal Year in which this Bond remains outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on this Bond in each such Fiscal Year, as described in the Ordinance.

If the date for payment of the principal of or interest on this Bond is a Saturday, Sunday or legal holiday in the State of Florida, then the date for such payment will be the next day which is not a Saturday, Sunday or legal holiday, and payment on such date will have the same force and effect as if made on the nominal date of payment. Any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on this Bond plus 2% per annum from and after ten (10) days after the date due. Upon the occurrence of an Event of Default, the principal of and interest on this Bond shall be immediately due and payable.

This Bond does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or

personal property therein for the payment of the principal of and interest on this Bond or the making of any other payments provided for in the Ordinance. The Issuer shall not be obligated to pay this Bond from any revenues, except the Pledged Revenues and Non-Ad Valorem Revenues budgeted and appropriated for payment of this Bond, and neither the faith and credit nor the taxing power of the Issuer or the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, or the interest on, this Bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond does not violate any constitutional, statutory, or charter limitation or provision.

This Bond is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Bond is registerable by the Registered Owner hereof in person or by its attorney or legal representative at the principal office of the Registrar but only in the manner and subject to the conditions provided in the Ordinance and upon surrender and cancellation of this Bond.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Ordinance until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Gadsden County, Florida has issued this Bond and has caused the same to be signed by the Chairman of the Board of County Commissioners and attested to by the Clerk of the Board of County Commissioners for Gadsden County, Florida, and its seal or facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date.

GADSDEN COUNTY, FLORIDA

By: _____
Chairman
Board of County Commissioners

ATTEST:

By: _____
Clerk
Board of County Commissioners

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds issued under the provisions of the within mentioned Ordinance.

Clerk of Board of County Commissioners
Gadsden County, Florida
Registrar, as Authenticating Agent

Date of Authentication:

_____, 2013

By: _____

Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____ (Please insert Social Security or other identifying number of transferee) _____ the attached Bond of Gadsden County, Florida, and does hereby constitute and appoint _____, attorney, to transfer the said Bond on the books kept for registration thereof, with full power of substitution and in the premises.

Date: _____

Signature Guaranteed by:

[member firm of the New York Stock Exchange or a commercial bank or trust company.]

By: _____

Title: _____

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever, and the Social Security or Federal Employer Identification Number of the Transferee is supplied

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Branch Banking and Trust Company (the "Purchaser") has not required the Board of County Commissioners of Gadsden County, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$9,138,713.90 Sales Tax Revenue Refunding Bond, Series 2013 (Hospital Project), (the "Series 2013 Bond"), and no inference should be drawn that the Purchaser, in the acceptance of the Series 2013 Bond, is relying on Bryant Miller Olive P.A. ("Bond Counsel") or the County Attorney ("Issuer's Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel and Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in an Ordinance No. 2013-001 enacted by the Issuer on February 5, 2013, relating to the Series 2013 Bond (the "Ordinance").

We acknowledge and understand that the Ordinance is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2013 Bond as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Series 2013 Bond may not be transferred in a denomination less than \$100,000 under any circumstance.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2013 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this ____ day of February, 2013.

BRANCH BANKING AND TRUST
COMPANY

By: _____

Name:

Title:

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser (the "Purchaser"), has negotiated with the Board of County Commissioners of Gadsden County, Florida (the "Issuer") for the private purchase of its Sales Tax Revenue Refunding Bond, Series 2013 (Hospital Project) (the "Series 2013 Bond"), in the principal amount of \$9,138,713.90. Prior to the award of the Series 2013 Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Purchaser in connection with the issuance of the Series 2013 Bond (such fees and expenses to be paid by the Issuer):

Purchaser's fees and counsel fees
\$4,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Series 2013 Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2013 Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$-0-.

4. The management fee to be charged by the Purchaser is \$-0-.

5. Truth-in-Bonding Statement:

The Series 2013 Bond is being issued primarily to finance the cost of refunding the Refunded Bonds, as defined in Ordinance No. 2013-001 enacted by the Issuer on February __, 2013, as it relates to the Series 2013 Bond. Unless earlier redeemed, the Series 2013 Bond is expected to be repaid at the end of approximately seventeen (17) years. At a fixed interest rate of 2.95% total interest paid over the life of the Series 2013 Bond is approximately \$_____ and issuance of the Series 2013 Bond will result in maximum of approximately \$_____ of annual revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2013 Bond.

6. The name and address of the Purchaser is as follows:

Branch Banking and Trust Company
5130 Parkway Plaza Boulevard
Building No. 9
Charlotte, NC 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this ____ day of February, 2013.

BRANCH BANKING AND TRUST COMPANY

By: _____

Name:

Title:

EXHIBIT D

COMMITMENT LETTER FROM BRANCH BANKING AND TRUST COMPANY

200 West Forsyth Street
 Jacksonville, FL 32202
 (904) 361-5253
 Fax (904) 361-5276

January 11, 2013

Jim Gollahon
 Gollahon Financial Services, Inc.
 4125 Bayshore Blvd.
 St. Petersburg, FL 33703

Dear Mr. Gollahon,

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by Gadsden County ("County"):

- (1) **Project:** Indigent Care Surtax Revenue Refunding Bonds, Series 2013
- (2) **Amount To Be Financed:** \$9,200,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Final Maturity</u>	<u>BQ Rate</u>
March 18, 2030	2.95%

Principal and interest payments will be due monthly with principal and interest payments beginning a month after closing. Interest will accrue on the principal balance of the loan on a 30/360 day count basis. Upon being awarded this transaction, an amortization schedule must be mutually agreed upon between the County and BB&T.

The interest rate stated above is valid for a closing date not later than 45 days after today. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

BB&T's legal and credit review fee for this transaction shall be \$4,000. All applicable costs of counsel for the County and any other costs shall be the County's responsibility and separately payable by the County.

The financing documents shall allow for the prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment penalty. In the event that the County chooses BB&T as the loan provider, BB&T would waive its 1% prepayment penalty on the outstanding loan.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable in accordance with Florida State Statutes or the Internal Revenue Service code.

The stated interest rate assumes that the County expects to borrow less than \$10,000,000 in the calendar year 2013 and that the financing shall comply with the IRS Code Sections 141, 148, 149(e) and 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

It shall be the responsibility of the County to retain and compensate counsel to appropriately structure the financing documents according to the Florida State statutes. BB&T shall also require the County to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

(5) Security:

The Bond will be secured by the County's Voter Approved Indigent Care Surtax and a back up covenant of the County to budget and appropriate in its annual budget an amount from legally available non-ad valorem revenues sufficient to pay principal and interest on the Bond.

* * * * *

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the County of its election to do so (whether or not this offer has previously been accepted by the County) if at any time prior to the closing there is a material adverse change in the County's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the County or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (904) 361-5253 with your questions and comments. My full contact information is below:

200 W. Forsyth Street
Suite 200
Jacksonville, FL 32202
Phone: 904.361.5253
Fax: 904.361.5276
Email: david.pierce@bbandt.com

We look forward to hearing from you.

Sincerely,



BRANCH BANKING AND TRUST COMPANY

David Pierce
Banking Officer

**Gadsden County, Florida
Sources & Uses Report**

Refunding of Sales Tax Revenue Refunding Bond, Series 2010 with a 2013 Bank Loan

Sources of Funds:

Principal Amount of Current Interest Bonds (CIBs)	9,138,713.90
Contribution from 2010 Sinking Fund (February 18, 2013 payment)	66,161.42
Total SOURCES of Funds	\$9,204,875.32

Uses of Funds:

Prepayment of Series 2010 Bond	9,147,875.32
Issuance Expenses: (\$57,000.00)	
Bond Counsel	30,000.00
Financial Advisor	23,000.00
Bank Fees and Counsel	4,000.00
Rounding Amount	
Total USES of Funds	\$9,204,875.32

Miscellaneous Bond Issuance Information:

Delivery Date:	02/13/2013
Principal Amount of Bonds Being Refunded	9,116,032.51
Principal Amount of the Refunding Bonds	9,138,713.90
Proceeds of "The (new) Bonds"	9,138,713.90
Rate/Yield on the Refunded Bonds	5.08296877%
"All Costs Included" TIC on the New Issue is	3.04833668%
Federal Arbitrage Yield on the New Issue is	2.96818225%
Yield on Escrow	-
Total Debt Service Savings	1,913,254.05
Present Value Savings @ 2.96818225%	1,500,825.19
Total Debt Service Savings as a Percent of	
Total Debt Service of Refunded Bonds	14.03785171%
Present Value Savings as a Percent of	
Principal Amount of Bonds Being Refunded	16.46357849%

**Gadsden County, Florida
Refunding Effects**

Refunding of Sales Tax Revenue Refunding Bond, Series 2010 with a 2013 Bank Loan

Year Ending 03/17	Less: Debt Service on Refunded Bonds(1)		Plus: Series 2013 Refunding Loan		Post Rfndg Debt Service	Post Rfndg Savings (2)
	Current Total Debt Service	Bonds(1)	Principal	Interest		
2013	66,161	66,161	414,124	267,818	681,942	111,995
2014	793,937	793,937	430,354	251,588	681,942	111,995
2015	793,937	793,937	443,222	238,719	681,942	111,995
2016	793,937	793,937	456,476	225,466	681,942	111,995
2017	793,937	793,937	470,125	211,816	681,942	111,995
2018	793,937	793,937	484,183	197,758	681,942	111,995
2019	793,937	793,937	498,661	183,280	681,942	111,995
2020	793,937	793,937	513,572	168,369	681,942	111,995
2021	793,937	793,937	528,929	153,012	681,942	111,995
2022	793,937	793,937	544,745	137,196	681,942	111,995
2023	793,937	793,937	561,034	120,907	681,942	111,995
2024	793,937	793,937	577,811	104,131	681,942	111,995
2025	793,937	793,937	595,088	86,853	681,942	111,995
2026	793,937	793,937	612,883	69,059	681,942	111,995
2027	793,937	793,937	631,209	50,732	681,942	111,995
2028	793,937	793,937	650,084	31,858	681,942	111,995
2029	793,937	793,937	669,523	12,419	681,942	111,995
2030	793,937	793,937	66,161	139	56,828	9,333
2031	66,161	66,161				
Totals	\$13,629,251	\$13,629,251	\$9,138,712	\$2,511,120	\$11,649,842	\$1,913,254

(1) - This column only reflects debt payments scheduled after the closing date of 02/13/2013.
 (2) - Savings are reduced by fund transfers at closing totaling \$66,161.42 (see Sources of funds report).

11-31

Gadsden County, Florida

Refunding of Sales Tax Revenue Refunding Bond, Series 2010 with a 2013 Bank Loan
 Dated Date = 02/13/2013 Series 2013 Refunding Loan Delivery Date = 02/13/2013

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
03/18/2013	-	30,618.13	30,618.13	2.950	2.950000	100.000000	26,210.34	56,828.47	-
04/18/2013	-	34,437.73	34,437.73	2.950	2.950000	100.000000	22,390.74	56,828.47	-
05/18/2013	-	34,522.39	34,522.39	2.950	2.950000	100.000000	22,306.08	56,828.47	-
06/18/2013	-	34,607.25	34,607.25	2.950	2.950000	100.000000	22,221.21	56,828.46	-
07/18/2013	-	34,692.33	34,692.33	2.950	2.950000	100.000000	22,136.13	56,828.46	-
08/18/2013	-	34,777.61	34,777.61	2.950	2.950000	100.000000	22,050.85	56,828.46	-
09/18/2013	-	34,863.11	34,863.11	2.950	2.950000	100.000000	21,965.35	56,828.46	-
10/18/2013	-	34,948.81	34,948.81	2.950	2.950000	100.000000	21,879.65	56,828.46	-
11/18/2013	-	35,034.73	35,034.73	2.950	2.950000	100.000000	21,793.73	56,828.46	-
12/18/2013	-	35,120.86	35,120.86	2.950	2.950000	100.000000	21,707.60	56,828.46	-
01/18/2014	-	35,207.20	35,207.20	2.950	2.950000	100.000000	21,621.27	56,828.47	-
02/18/2014	-	35,293.75	35,293.75	2.950	2.950000	100.000000	21,534.71	56,828.46	681,941.56
03/18/2014	-	35,380.51	35,380.51	2.950	2.950000	100.000000	21,447.95	56,828.46	-
04/18/2014	-	35,467.49	35,467.49	2.950	2.950000	100.000000	21,360.97	56,828.46	-
05/18/2014	-	35,554.68	35,554.68	2.950	2.950000	100.000000	21,273.78	56,828.46	-
06/18/2014	-	35,642.09	35,642.09	2.950	2.950000	100.000000	21,186.38	56,828.47	-
07/18/2014	-	35,729.71	35,729.71	2.950	2.950000	100.000000	21,098.76	56,828.47	-
08/18/2014	-	35,817.54	35,817.54	2.950	2.950000	100.000000	21,010.92	56,828.46	-
09/18/2014	-	35,905.60	35,905.60	2.950	2.950000	100.000000	20,922.87	56,828.47	-
10/18/2014	-	35,993.86	35,993.86	2.950	2.950000	100.000000	20,834.60	56,828.46	-
11/18/2014	-	36,082.35	36,082.35	2.950	2.950000	100.000000	20,746.12	56,828.47	-
12/18/2014	-	36,171.05	36,171.05	2.950	2.950000	100.000000	20,657.41	56,828.46	-
01/18/2015	-	36,259.97	36,259.97	2.950	2.950000	100.000000	20,568.49	56,828.46	-
02/18/2015	-	36,349.11	36,349.11	2.950	2.950000	100.000000	20,479.36	56,828.47	681,941.57
03/18/2015	-	36,438.47	36,438.47	2.950	2.950000	100.000000	20,390.00	56,828.47	-
04/18/2015	-	36,528.05	36,528.05	2.950	2.950000	100.000000	20,300.42	56,828.47	-
05/18/2015	-	36,617.85	36,617.85	2.950	2.950000	100.000000	20,210.62	56,828.47	-
06/18/2015	-	36,707.86	36,707.86	2.950	2.950000	100.000000	20,120.60	56,828.46	-
07/18/2015	-	36,798.10	36,798.10	2.950	2.950000	100.000000	20,030.36	56,828.46	-
08/18/2015	-	36,888.57	36,888.57	2.950	2.950000	100.000000	19,939.90	56,828.47	-
09/18/2015	-	36,979.25	36,979.25	2.950	2.950000	100.000000	19,849.22	56,828.47	-
10/18/2015	-	37,070.16	37,070.16	2.950	2.950000	100.000000	19,758.31	56,828.47	-
11/18/2015	-	37,161.29	37,161.29	2.950	2.950000	100.000000	19,667.18	56,828.47	-
12/18/2015	-	37,252.64	37,252.64	2.950	2.950000	100.000000	19,575.82	56,828.46	-
01/18/2016	-	37,344.22	37,344.22	2.950	2.950000	100.000000	19,484.24	56,828.46	-
02/18/2016	-	37,436.03	37,436.03	2.950	2.950000	100.000000	19,392.44	56,828.47	681,941.60
03/18/2016	-	37,528.06	37,528.06	2.950	2.950000	100.000000	19,300.41	56,828.47	-
04/18/2016	-	37,620.31	37,620.31	2.950	2.950000	100.000000	19,208.15	56,828.46	-
05/18/2016	-	37,712.80	37,712.80	2.950	2.950000	100.000000	19,115.67	56,828.47	-
06/18/2016	-	37,805.51	37,805.51	2.950	2.950000	100.000000	19,022.96	56,828.47	-
07/18/2016	-	37,898.45	37,898.45	2.950	2.950000	100.000000	18,930.02	56,828.47	-
08/18/2016	-	37,991.61	37,991.61	2.950	2.950000	100.000000	18,836.85	56,828.46	-
09/18/2016	-	38,085.01	38,085.01	2.950	2.950000	100.000000	18,743.46	56,828.47	-
10/18/2016	-	38,178.64	38,178.64	2.950	2.950000	100.000000	18,649.83	56,828.47	-
11/18/2016	-	38,272.49	38,272.49	2.950	2.950000	100.000000	18,555.97	56,828.46	-
12/18/2016	-	38,366.58	38,366.58	2.950	2.950000	100.000000	18,461.89	56,828.47	-
01/18/2017	-	38,460.90	38,460.90	2.950	2.950000	100.000000	18,367.57	56,828.47	-

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
02/18/2017	-	38,555.45	38,555.45	2.950	2.950000	100.000000	18,273.02	56,828.47	681,941.61
03/18/2017	-	38,650.23	38,650.23	2.950	2.950000	100.000000	18,178.24	56,828.47	-
04/18/2017	-	38,745.24	38,745.24	2.950	2.950000	100.000000	18,083.22	56,828.46	-
05/18/2017	-	38,840.49	38,840.49	2.950	2.950000	100.000000	17,987.97	56,828.46	-
06/18/2017	-	38,935.97	38,935.97	2.950	2.950000	100.000000	17,892.49	56,828.46	-
07/18/2017	-	39,031.69	39,031.69	2.950	2.950000	100.000000	17,796.77	56,828.46	-
08/18/2017	-	39,127.64	39,127.64	2.950	2.950000	100.000000	17,700.82	56,828.46	-
09/18/2017	-	39,223.83	39,223.83	2.950	2.950000	100.000000	17,604.63	56,828.46	-
10/18/2017	-	39,320.26	39,320.26	2.950	2.950000	100.000000	17,508.21	56,828.47	-
11/18/2017	-	39,416.92	39,416.92	2.950	2.950000	100.000000	17,411.55	56,828.47	-
12/18/2017	-	39,513.82	39,513.82	2.950	2.950000	100.000000	17,314.65	56,828.47	-
01/18/2018	-	39,610.96	39,610.96	2.950	2.950000	100.000000	17,217.51	56,828.47	-
02/18/2018	-	39,708.34	39,708.34	2.950	2.950000	100.000000	17,120.13	56,828.47	681,941.58
03/18/2018	-	39,805.95	39,805.95	2.950	2.950000	100.000000	17,022.51	56,828.46	-
04/18/2018	-	39,903.81	39,903.81	2.950	2.950000	100.000000	16,924.66	56,828.47	-
05/18/2018	-	40,001.91	40,001.91	2.950	2.950000	100.000000	16,826.56	56,828.47	-
06/18/2018	-	40,100.24	40,100.24	2.950	2.950000	100.000000	16,728.22	56,828.46	-
07/18/2018	-	40,198.82	40,198.82	2.950	2.950000	100.000000	16,629.64	56,828.46	-
08/18/2018	-	40,297.65	40,297.65	2.950	2.950000	100.000000	16,530.82	56,828.47	-
09/18/2018	-	40,396.71	40,396.71	2.950	2.950000	100.000000	16,431.76	56,828.47	-
10/18/2018	-	40,496.02	40,496.02	2.950	2.950000	100.000000	16,332.45	56,828.47	-
11/18/2018	-	40,595.57	40,595.57	2.950	2.950000	100.000000	16,232.89	56,828.46	-
12/18/2018	-	40,695.37	40,695.37	2.950	2.950000	100.000000	16,133.10	56,828.47	-
01/18/2019	-	40,795.41	40,795.41	2.950	2.950000	100.000000	16,033.05	56,828.46	-
02/18/2019	-	40,895.70	40,895.70	2.950	2.950000	100.000000	15,932.77	56,828.47	681,941.59
03/18/2019	-	40,996.24	40,996.24	2.950	2.950000	100.000000	15,832.23	56,828.47	-
04/18/2019	-	41,097.02	41,097.02	2.950	2.950000	100.000000	15,731.45	56,828.47	-
05/18/2019	-	41,198.05	41,198.05	2.950	2.950000	100.000000	15,630.42	56,828.47	-
06/18/2019	-	41,299.33	41,299.33	2.950	2.950000	100.000000	15,529.14	56,828.47	-
07/18/2019	-	41,400.85	41,400.85	2.950	2.950000	100.000000	15,427.61	56,828.46	-
08/18/2019	-	41,502.63	41,502.63	2.950	2.950000	100.000000	15,325.83	56,828.46	-
09/18/2019	-	41,604.66	41,604.66	2.950	2.950000	100.000000	15,223.81	56,828.47	-
10/18/2019	-	41,706.94	41,706.94	2.950	2.950000	100.000000	15,121.53	56,828.47	-
11/18/2019	-	41,809.47	41,809.47	2.950	2.950000	100.000000	15,019.00	56,828.47	-
12/18/2019	-	41,912.25	41,912.25	2.950	2.950000	100.000000	14,916.22	56,828.47	-
01/18/2020	-	42,015.28	42,015.28	2.950	2.950000	100.000000	14,813.18	56,828.46	-
02/18/2020	-	42,118.57	42,118.57	2.950	2.950000	100.000000	14,709.90	56,828.47	681,941.61
03/18/2020	-	42,222.11	42,222.11	2.950	2.950000	100.000000	14,606.35	56,828.46	-
04/18/2020	-	42,325.91	42,325.91	2.950	2.950000	100.000000	14,502.56	56,828.47	-
05/18/2020	-	42,429.96	42,429.96	2.950	2.950000	100.000000	14,398.51	56,828.47	-
06/18/2020	-	42,534.27	42,534.27	2.950	2.950000	100.000000	14,294.20	56,828.47	-
07/18/2020	-	42,638.83	42,638.83	2.950	2.950000	100.000000	14,189.64	56,828.47	-
08/18/2020	-	42,743.65	42,743.65	2.950	2.950000	100.000000	14,084.82	56,828.47	-
09/18/2020	-	42,848.73	42,848.73	2.950	2.950000	100.000000	13,979.74	56,828.47	-
10/18/2020	-	42,954.06	42,954.06	2.950	2.950000	100.000000	13,874.40	56,828.46	-
11/18/2020	-	43,059.66	43,059.66	2.950	2.950000	100.000000	13,768.81	56,828.47	-
12/18/2020	-	43,165.51	43,165.51	2.950	2.950000	100.000000	13,662.95	56,828.46	-
01/18/2021	-	43,271.63	43,271.63	2.950	2.950000	100.000000	13,556.94	56,828.47	-
02/18/2021	-	43,378.01	43,378.01	2.950	2.950000	100.000000	13,450.46	56,828.47	681,941.61
03/18/2021	-	43,484.64	43,484.64	2.950	2.950000	100.000000	13,343.82	56,828.46	-
04/18/2021	-	43,591.54	43,591.54	2.950	2.950000	100.000000	13,236.92	56,828.46	-

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
05/18/2021	-	43,698.71	43,698.71	2.950	2.950000	100.000000	13,129.76	56,828.47	-
06/18/2021	-	43,806.13	43,806.13	2.950	2.950000	100.000000	13,022.63	56,828.46	-
07/18/2021	-	43,913.82	43,913.82	2.950	2.950000	100.000000	12,914.64	56,828.46	-
08/18/2021	-	44,021.78	44,021.78	2.950	2.950000	100.000000	12,806.69	56,828.47	-
09/18/2021	-	44,130.00	44,130.00	2.950	2.950000	100.000000	12,698.47	56,828.47	-
10/18/2021	-	44,238.48	44,238.48	2.950	2.950000	100.000000	12,589.98	56,828.46	-
11/18/2021	-	44,347.24	44,347.24	2.950	2.950000	100.000000	12,481.23	56,828.47	-
12/18/2021	-	44,456.26	44,456.26	2.950	2.950000	100.000000	12,372.21	56,828.46	-
01/18/2022	-	44,565.54	44,565.54	2.950	2.950000	100.000000	12,262.92	56,828.46	-
02/18/2022	-	44,675.10	44,675.10	2.950	2.950000	100.000000	12,153.36	56,828.46	681,941.57
03/18/2022	-	44,784.93	44,784.93	2.950	2.950000	100.000000	12,043.54	56,828.47	-
04/18/2022	-	44,895.02	44,895.02	2.950	2.950000	100.000000	11,933.44	56,828.46	-
05/18/2022	-	45,005.39	45,005.39	2.950	2.950000	100.000000	11,823.07	56,828.46	-
06/18/2022	-	45,116.03	45,116.03	2.950	2.950000	100.000000	11,712.44	56,828.47	-
07/18/2022	-	45,226.94	45,226.94	2.950	2.950000	100.000000	11,601.53	56,828.47	-
08/18/2022	-	45,338.12	45,338.12	2.950	2.950000	100.000000	11,490.34	56,828.46	-
09/18/2022	-	45,449.58	45,449.58	2.950	2.950000	100.000000	11,378.89	56,828.47	-
10/18/2022	-	45,561.31	45,561.31	2.950	2.950000	100.000000	11,267.16	56,828.47	-
11/18/2022	-	45,673.31	45,673.31	2.950	2.950000	100.000000	11,155.15	56,828.46	-
12/18/2022	-	45,785.59	45,785.59	2.950	2.950000	100.000000	11,042.87	56,828.46	-
01/18/2023	-	45,898.15	45,898.15	2.950	2.950000	100.000000	10,930.32	56,828.47	-
02/18/2023	-	46,010.98	46,010.98	2.950	2.950000	100.000000	10,817.48	56,828.46	681,941.58
03/18/2023	-	46,124.09	46,124.09	2.950	2.950000	100.000000	10,704.37	56,828.46	-
04/18/2023	-	46,237.48	46,237.48	2.950	2.950000	100.000000	10,590.98	56,828.46	-
05/18/2023	-	46,351.15	46,351.15	2.950	2.950000	100.000000	10,477.32	56,828.47	-
06/18/2023	-	46,465.10	46,465.10	2.950	2.950000	100.000000	10,363.37	56,828.47	-
07/18/2023	-	46,579.32	46,579.32	2.950	2.950000	100.000000	10,249.14	56,828.46	-
08/18/2023	-	46,693.83	46,693.83	2.950	2.950000	100.000000	10,134.64	56,828.47	-
09/18/2023	-	46,808.62	46,808.62	2.950	2.950000	100.000000	10,019.85	56,828.47	-
10/18/2023	-	46,923.69	46,923.69	2.950	2.950000	100.000000	9,904.78	56,828.47	-
11/18/2023	-	47,039.04	47,039.04	2.950	2.950000	100.000000	9,789.42	56,828.46	-
12/18/2023	-	47,154.68	47,154.68	2.950	2.950000	100.000000	9,673.78	56,828.46	-
01/18/2024	-	47,270.60	47,270.60	2.950	2.950000	100.000000	9,557.86	56,828.46	-
02/18/2024	-	47,386.81	47,386.81	2.950	2.950000	100.000000	9,441.66	56,828.47	681,941.58
03/18/2024	-	47,503.30	47,503.30	2.950	2.950000	100.000000	9,325.16	56,828.46	-
04/18/2024	-	47,620.08	47,620.08	2.950	2.950000	100.000000	9,208.38	56,828.46	-
05/18/2024	-	47,737.15	47,737.15	2.950	2.950000	100.000000	9,091.32	56,828.47	-
06/18/2024	-	47,854.50	47,854.50	2.950	2.950000	100.000000	8,973.96	56,828.46	-
07/18/2024	-	47,972.14	47,972.14	2.950	2.950000	100.000000	8,856.32	56,828.46	-
08/18/2024	-	48,090.08	48,090.08	2.950	2.950000	100.000000	8,738.39	56,828.47	-
09/18/2024	-	48,208.30	48,208.30	2.950	2.950000	100.000000	8,620.17	56,828.47	-
10/18/2024	-	48,326.81	48,326.81	2.950	2.950000	100.000000	8,501.66	56,828.47	-
11/18/2024	-	48,445.61	48,445.61	2.950	2.950000	100.000000	8,382.85	56,828.46	-
12/18/2024	-	48,564.71	48,564.71	2.950	2.950000	100.000000	8,263.76	56,828.47	-
01/18/2025	-	48,684.10	48,684.10	2.950	2.950000	100.000000	8,144.37	56,828.47	-
02/18/2025	-	48,803.78	48,803.78	2.950	2.950000	100.000000	8,024.69	56,828.47	681,941.59
03/18/2025	-	48,923.75	48,923.75	2.950	2.950000	100.000000	7,904.71	56,828.46	-
04/18/2025	-	49,044.03	49,044.03	2.950	2.950000	100.000000	7,784.44	56,828.47	-
05/18/2025	-	49,164.59	49,164.59	2.950	2.950000	100.000000	7,663.87	56,828.46	-
06/18/2025	-	49,285.45	49,285.45	2.950	2.950000	100.000000	7,543.01	56,828.46	-
07/18/2025	-	49,406.61	49,406.61	2.950	2.950000	100.000000	7,421.85	56,828.46	-

11-34

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
08/18/2025	-	49,528.07	49,528.07	2.950	2.950000	100.000000	7,300.39	56,828.46	-
09/18/2025	-	49,649.83	49,649.83	2.950	2.950000	100.000000	7,178.64	56,828.47	-
10/18/2025	-	49,771.89	49,771.89	2.950	2.950000	100.000000	7,056.58	56,828.47	-
11/18/2025	-	49,894.24	49,894.24	2.950	2.950000	100.000000	6,934.23	56,828.47	-
12/18/2025	-	50,016.90	50,016.90	2.950	2.950000	100.000000	6,811.57	56,828.47	-
01/18/2026	-	50,139.86	50,139.86	2.950	2.950000	100.000000	6,688.61	56,828.47	-
02/18/2026	-	50,263.12	50,263.12	2.950	2.950000	100.000000	6,565.35	56,828.47	681,941.59
03/18/2026	-	50,386.68	50,386.68	2.950	2.950000	100.000000	6,441.79	56,828.47	-
04/18/2026	-	50,510.55	50,510.55	2.950	2.950000	100.000000	6,317.92	56,828.47	-
05/18/2026	-	50,634.72	50,634.72	2.950	2.950000	100.000000	6,193.75	56,828.47	-
06/18/2026	-	50,759.20	50,759.20	2.950	2.950000	100.000000	6,069.27	56,828.47	-
07/18/2026	-	50,883.98	50,883.98	2.950	2.950000	100.000000	5,944.49	56,828.47	-
08/18/2026	-	51,009.07	51,009.07	2.950	2.950000	100.000000	5,819.40	56,828.47	-
09/18/2026	-	51,134.47	51,134.47	2.950	2.950000	100.000000	5,694.00	56,828.47	-
10/18/2026	-	51,260.17	51,260.17	2.950	2.950000	100.000000	5,568.29	56,828.46	-
11/18/2026	-	51,386.19	51,386.19	2.950	2.950000	100.000000	5,442.28	56,828.47	-
12/18/2026	-	51,512.51	51,512.51	2.950	2.950000	100.000000	5,315.96	56,828.47	-
01/18/2027	-	51,639.15	51,639.15	2.950	2.950000	100.000000	5,189.32	56,828.47	-
02/18/2027	-	51,766.09	51,766.09	2.950	2.950000	100.000000	5,062.37	56,828.46	681,941.62
03/18/2027	-	51,893.35	51,893.35	2.950	2.950000	100.000000	4,935.12	56,828.47	-
04/18/2027	-	52,020.92	52,020.92	2.950	2.950000	100.000000	4,807.55	56,828.47	-
05/18/2027	-	52,148.81	52,148.81	2.950	2.950000	100.000000	4,679.66	56,828.47	-
06/18/2027	-	52,277.01	52,277.01	2.950	2.950000	100.000000	4,551.46	56,828.47	-
07/18/2027	-	52,405.52	52,405.52	2.950	2.950000	100.000000	4,422.95	56,828.47	-
08/18/2027	-	52,534.35	52,534.35	2.950	2.950000	100.000000	4,294.12	56,828.47	-
09/18/2027	-	52,663.50	52,663.50	2.950	2.950000	100.000000	4,164.97	56,828.47	-
10/18/2027	-	52,792.96	52,792.96	2.950	2.950000	100.000000	4,035.51	56,828.47	-
11/18/2027	-	52,922.74	52,922.74	2.950	2.950000	100.000000	3,905.72	56,828.46	-
12/18/2027	-	53,052.85	53,052.85	2.950	2.950000	100.000000	3,775.62	56,828.47	-
01/18/2028	-	53,183.27	53,183.27	2.950	2.950000	100.000000	3,645.20	56,828.47	-
02/18/2028	-	53,314.01	53,314.01	2.950	2.950000	100.000000	3,514.46	56,828.47	681,941.63
03/18/2028	-	53,445.07	53,445.07	2.950	2.950000	100.000000	3,383.39	56,828.46	-
04/18/2028	-	53,576.46	53,576.46	2.950	2.950000	100.000000	3,252.01	56,828.47	-
05/18/2028	-	53,708.17	53,708.17	2.950	2.950000	100.000000	3,120.30	56,828.47	-
06/18/2028	-	53,840.20	53,840.20	2.950	2.950000	100.000000	2,988.27	56,828.47	-
07/18/2028	-	53,972.56	53,972.56	2.950	2.950000	100.000000	2,855.91	56,828.47	-
08/18/2028	-	54,105.24	54,105.24	2.950	2.950000	100.000000	2,723.23	56,828.47	-
09/18/2028	-	54,238.25	54,238.25	2.950	2.950000	100.000000	2,590.22	56,828.47	-
10/18/2028	-	54,371.58	54,371.58	2.950	2.950000	100.000000	2,456.88	56,828.46	-
11/18/2028	-	54,505.25	54,505.25	2.950	2.950000	100.000000	2,323.22	56,828.47	-
12/18/2028	-	54,639.24	54,639.24	2.950	2.950000	100.000000	2,189.23	56,828.47	-
01/18/2029	-	54,773.56	54,773.56	2.950	2.950000	100.000000	2,054.91	56,828.47	-
02/18/2029	-	54,908.21	54,908.21	2.950	2.950000	100.000000	1,920.25	56,828.46	681,941.61
03/18/2029	-	55,043.20	55,043.20	2.950	2.950000	100.000000	1,785.27	56,828.47	-
04/18/2029	-	55,178.51	55,178.51	2.950	2.950000	100.000000	1,649.96	56,828.47	-
05/18/2029	-	55,314.16	55,314.16	2.950	2.950000	100.000000	1,514.31	56,828.47	-
06/18/2029	-	55,450.14	55,450.14	2.950	2.950000	100.000000	1,378.33	56,828.47	-
07/18/2029	-	55,586.45	55,586.45	2.950	2.950000	100.000000	1,242.01	56,828.46	-
08/18/2029	-	55,723.10	55,723.10	2.950	2.950000	100.000000	1,105.36	56,828.46	-
09/18/2029	-	55,860.09	55,860.09	2.950	2.950000	100.000000	968.38	56,828.47	-
10/18/2029	-	55,997.41	55,997.41	2.950	2.950000	100.000000	831.05	56,828.46	-

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
11/18/2029	-	56,135.07	56,135.07	2.950	2.950000	100.000000	693.39	56,828.46	-
12/18/2029	-	56,273.07	56,273.07	2.950	2.950000	100.000000	555.40	56,828.47	-
01/18/2030	-	56,411.41	56,411.41	2.950	2.950000	100.000000	417.06	56,828.47	-
02/18/2030	-	56,550.09	56,550.09	2.950	2.950000	100.000000	278.38	56,828.47	681,941.60
03/18/2030	-	56,689.11	56,689.11	2.950	2.950000	100.000000	139.36	56,828.47	56,828.47
Total	-	9,138,713.90	9,138,713.90	-	-	-	2,511,121.67	11,649,835.57	11,649,835.57
Acc Int	-	-	-	-	-	-	-	-	-
Grand Ttl	-	9,138,713.90	9,138,713.90	-	-	-	2,511,121.67	11,649,835.57	11,649,835.57
TIC (Incl. all expenses)		3,048,836,688%	Average Coupon	2.95000004%	IRS Form 8038-G NIC = 2.950000% (with Adjstmt of \$0.00).				
TIC (Arbitrage TIC)		2,968,182,25%	Average Life (Yrs) ...	9.31	NIC = 2.950000% (with Adjstmt of \$0.00).				
Bond Years		85,122.77	WAM (Yrs)	9.314524					

GADSDENCOUNTY: NEW/2013 Prepared by: Gollahon Financial Services, Inc., St Petersburg, FL 727-525-5383 01/13/2013 @ 22:32 v9.58

Gadsden County, Florida

Refunding of Sales Tax Revenue Refunding Bond, Series 2010 with a 2013 Bank Loan
 Dated Date = 01/18/2013 Series 2010 Loan - Balance Remaining Delivery Date = 01/18/2013

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Debt Service Total	Fiscal Year Debt Service	Debt Service to Call
02/13/2013	-	27,950.05 *	27,950.05	5.030	5.030000	100.000000	38,211.37	66,161.42	66,161.42	9,147,875.32
03/18/2013	-	28,067.20 *	28,067.20	5.030	5.030000	100.000000	38,094.21	66,161.41	-	-
04/18/2013	-	28,184.85 *	28,184.85	5.030	5.030000	100.000000	37,976.56	66,161.41	-	-
05/18/2013	-	28,302.99 *	28,302.99	5.030	5.030000	100.000000	37,858.42	66,161.41	-	-
06/18/2013	-	28,421.63 *	28,421.63	5.030	5.030000	100.000000	37,739.79	66,161.42	-	-
07/18/2013	-	28,540.76 *	28,540.76	5.030	5.030000	100.000000	37,620.65	66,161.41	-	-
08/18/2013	-	28,660.39 *	28,660.39	5.030	5.030000	100.000000	37,501.02	66,161.41	-	-
09/18/2013	-	28,780.53 *	28,780.53	5.030	5.030000	100.000000	37,380.88	66,161.41	-	-
10/18/2013	-	28,901.17 *	28,901.17	5.030	5.030000	100.000000	37,260.25	66,161.42	-	-
11/18/2013	-	29,022.31 *	29,022.31	5.030	5.030000	100.000000	37,139.10	66,161.41	-	-
12/18/2013	-	29,143.96 *	29,143.96	5.030	5.030000	100.000000	37,017.45	66,161.41	-	-
01/18/2014	-	29,266.13 *	29,266.13	5.030	5.030000	100.000000	36,895.29	66,161.42	-	-
02/18/2014	-	29,388.80 *	29,388.80	5.030	5.030000	100.000000	36,772.61	66,161.41	793,936.95	-
03/18/2014	-	29,511.99 *	29,511.99	5.030	5.030000	100.000000	36,649.43	66,161.42	-	-
04/18/2014	-	29,635.69 *	29,635.69	5.030	5.030000	100.000000	36,525.72	66,161.41	-	-
05/18/2014	-	29,759.91 *	29,759.91	5.030	5.030000	100.000000	36,401.50	66,161.41	-	-
06/18/2014	-	29,884.66 *	29,884.66	5.030	5.030000	100.000000	36,276.75	66,161.41	-	-
07/18/2014	-	30,009.92 *	30,009.92	5.030	5.030000	100.000000	36,151.49	66,161.41	-	-
08/18/2014	-	30,135.72 *	30,135.72	5.030	5.030000	100.000000	36,025.70	66,161.42	-	-
09/18/2014	-	30,262.04 *	30,262.04	5.030	5.030000	100.000000	35,899.38	66,161.42	-	-
10/18/2014	-	30,388.88 *	30,388.88	5.030	5.030000	100.000000	35,772.53	66,161.41	-	-
11/18/2014	-	30,516.26 *	30,516.26	5.030	5.030000	100.000000	35,645.15	66,161.41	-	-
12/18/2014	-	30,644.18 *	30,644.18	5.030	5.030000	100.000000	35,517.24	66,161.42	-	-
01/18/2015	-	30,772.63 *	30,772.63	5.030	5.030000	100.000000	35,388.79	66,161.42	-	-
02/18/2015	-	30,901.62 *	30,901.62	5.030	5.030000	100.000000	35,259.80	66,161.42	793,936.98	-
03/18/2015	-	31,031.15 *	31,031.15	5.030	5.030000	100.000000	35,130.27	66,161.42	-	-
04/18/2015	-	31,161.22 *	31,161.22	5.030	5.030000	100.000000	35,000.19	66,161.41	-	-
05/18/2015	-	31,291.84 *	31,291.84	5.030	5.030000	100.000000	34,869.58	66,161.42	-	-
06/18/2015	-	31,423.00 *	31,423.00	5.030	5.030000	100.000000	34,738.41	66,161.41	-	-
07/18/2015	-	31,554.72 *	31,554.72	5.030	5.030000	100.000000	34,606.70	66,161.42	-	-
08/18/2015	-	31,686.98 *	31,686.98	5.030	5.030000	100.000000	34,474.43	66,161.41	-	-
09/18/2015	-	31,819.80 *	31,819.80	5.030	5.030000	100.000000	34,341.61	66,161.41	-	-
10/18/2015	-	31,953.18 *	31,953.18	5.030	5.030000	100.000000	34,208.23	66,161.41	-	-
11/18/2015	-	32,087.12 *	32,087.12	5.030	5.030000	100.000000	34,074.29	66,161.41	-	-
12/18/2015	-	32,221.62 *	32,221.62	5.030	5.030000	100.000000	33,939.80	66,161.42	-	-
01/18/2016	-	32,356.68 *	32,356.68	5.030	5.030000	100.000000	33,804.73	66,161.41	-	-
02/18/2016	-	32,492.31 *	32,492.31	5.030	5.030000	100.000000	33,669.11	66,161.42	793,936.97	-
03/18/2016	-	32,628.50 *	32,628.50	5.030	5.030000	100.000000	33,532.91	66,161.41	-	-
04/18/2016	-	32,765.27 *	32,765.27	5.030	5.030000	100.000000	33,396.14	66,161.41	-	-
05/18/2016	-	32,902.61 *	32,902.61	5.030	5.030000	100.000000	33,258.80	66,161.41	-	-
06/18/2016	-	33,040.53 *	33,040.53	5.030	5.030000	100.000000	33,120.88	66,161.41	-	-
07/18/2016	-	33,179.03 *	33,179.03	5.030	5.030000	100.000000	32,982.39	66,161.42	-	-
08/18/2016	-	33,318.10 *	33,318.10	5.030	5.030000	100.000000	32,843.31	66,161.41	-	-
09/18/2016	-	33,457.76 *	33,457.76	5.030	5.030000	100.000000	32,703.65	66,161.41	-	-
10/18/2016	-	33,598.00 *	33,598.00	5.030	5.030000	100.000000	32,563.41	66,161.41	-	-
11/18/2016	-	33,738.83 *	33,738.83	5.030	5.030000	100.000000	32,422.58	66,161.41	-	-

11-37

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service	Debt Service to Call
12/18/2016	-	33,880.26 *	33,880.26	5.030	5.030000	100.000000	32,281.16	66,161.42	-	-
01/18/2017	-	34,022.27 *	34,022.27	5.030	5.030000	100.000000	32,139.14	66,161.41	-	-
02/18/2017	-	34,164.88 *	34,164.88	5.030	5.030000	100.000000	31,996.53	66,161.41	793,936.94	-
03/18/2017	-	34,308.09 *	34,308.09	5.030	5.030000	100.000000	31,853.32	66,161.41	-	-
04/18/2017	-	34,451.90 *	34,451.90	5.030	5.030000	100.000000	31,709.52	66,161.42	-	-
05/18/2017	-	34,596.31 *	34,596.31	5.030	5.030000	100.000000	31,565.11	66,161.42	-	-
06/18/2017	-	34,741.32 *	34,741.32	5.030	5.030000	100.000000	31,420.09	66,161.41	-	-
07/18/2017	-	34,886.95 *	34,886.95	5.030	5.030000	100.000000	31,274.46	66,161.41	-	-
08/18/2017	-	35,033.18 *	35,033.18	5.030	5.030000	100.000000	31,128.23	66,161.41	-	-
09/18/2017	-	35,180.03 *	35,180.03	5.030	5.030000	100.000000	30,981.38	66,161.41	-	-
10/18/2017	-	35,327.49 *	35,327.49	5.030	5.030000	100.000000	30,833.92	66,161.41	-	-
11/18/2017	-	35,475.57 *	35,475.57	5.030	5.030000	100.000000	30,685.84	66,161.41	-	-
12/18/2017	-	35,624.28 *	35,624.28	5.030	5.030000	100.000000	30,537.14	66,161.42	-	-
01/18/2018	-	35,773.60 *	35,773.60	5.030	5.030000	100.000000	30,387.81	66,161.41	-	-
02/18/2018	-	35,923.55 *	35,923.55	5.030	5.030000	100.000000	30,237.86	66,161.41	793,936.95	-
03/18/2018	-	36,074.13 *	36,074.13	5.030	5.030000	100.000000	30,087.28	66,161.41	-	-
04/18/2018	-	36,225.34 *	36,225.34	5.030	5.030000	100.000000	29,936.07	66,161.41	-	-
05/18/2018	-	36,377.19 *	36,377.19	5.030	5.030000	100.000000	29,784.23	66,161.42	-	-
06/18/2018	-	36,529.67 *	36,529.67	5.030	5.030000	100.000000	29,631.75	66,161.42	-	-
07/18/2018	-	36,682.79 *	36,682.79	5.030	5.030000	100.000000	29,478.63	66,161.42	-	-
08/18/2018	-	36,836.55 *	36,836.55	5.030	5.030000	100.000000	29,324.86	66,161.41	-	-
09/18/2018	-	36,990.96 *	36,990.96	5.030	5.030000	100.000000	29,170.46	66,161.42	-	-
10/18/2018	-	37,146.01 *	37,146.01	5.030	5.030000	100.000000	29,015.40	66,161.41	-	-
11/18/2018	-	37,301.71 *	37,301.71	5.030	5.030000	100.000000	28,859.70	66,161.41	-	-
12/18/2018	-	37,458.07 *	37,458.07	5.030	5.030000	100.000000	28,703.34	66,161.41	-	-
01/18/2019	-	37,615.08 *	37,615.08	5.030	5.030000	100.000000	28,546.33	66,161.41	-	-
02/18/2019	-	37,772.75 *	37,772.75	5.030	5.030000	100.000000	28,388.66	66,161.41	793,936.96	-
03/18/2019	-	37,931.08 *	37,931.08	5.030	5.030000	100.000000	28,230.33	66,161.41	-	-
04/18/2019	-	38,090.08 *	38,090.08	5.030	5.030000	100.000000	28,071.34	66,161.42	-	-
05/18/2019	-	38,249.74 *	38,249.74	5.030	5.030000	100.000000	27,911.67	66,161.41	-	-
06/18/2019	-	38,410.07 *	38,410.07	5.030	5.030000	100.000000	27,751.34	66,161.41	-	-
07/18/2019	-	38,571.07 *	38,571.07	5.030	5.030000	100.000000	27,590.34	66,161.41	-	-
08/18/2019	-	38,732.75 *	38,732.75	5.030	5.030000	100.000000	27,428.67	66,161.42	-	-
09/18/2019	-	38,895.10 *	38,895.10	5.030	5.030000	100.000000	27,266.31	66,161.41	-	-
10/18/2019	-	39,058.14 *	39,058.14	5.030	5.030000	100.000000	27,103.28	66,161.42	-	-
11/18/2019	-	39,221.86 *	39,221.86	5.030	5.030000	100.000000	26,939.56	66,161.42	-	-
12/18/2019	-	39,386.26 *	39,386.26	5.030	5.030000	100.000000	26,775.15	66,161.41	-	-
01/18/2020	-	39,551.36 *	39,551.36	5.030	5.030000	100.000000	26,610.06	66,161.42	-	-
02/18/2020	-	39,717.14 *	39,717.14	5.030	5.030000	100.000000	26,444.27	66,161.41	793,936.97	-
03/18/2020	-	39,883.62 *	39,883.62	5.030	5.030000	100.000000	26,277.79	66,161.41	-	-
04/18/2020	-	40,050.80 *	40,050.80	5.030	5.030000	100.000000	26,110.61	66,161.41	-	-
05/18/2020	-	40,218.68 *	40,218.68	5.030	5.030000	100.000000	25,942.73	66,161.41	-	-
06/18/2020	-	40,387.26 *	40,387.26	5.030	5.030000	100.000000	25,774.15	66,161.41	-	-
07/18/2020	-	40,556.55 *	40,556.55	5.030	5.030000	100.000000	25,604.86	66,161.41	-	-
08/18/2020	-	40,726.55 *	40,726.55	5.030	5.030000	100.000000	25,434.86	66,161.41	-	-
09/18/2020	-	40,897.27 *	40,897.27	5.030	5.030000	100.000000	25,264.15	66,161.42	-	-
10/18/2020	-	41,068.69 *	41,068.69	5.030	5.030000	100.000000	25,092.72	66,161.41	-	-
11/18/2020	-	41,240.84 *	41,240.84	5.030	5.030000	100.000000	24,920.57	66,161.41	-	-
12/18/2020	-	41,413.71 *	41,413.71	5.030	5.030000	100.000000	24,747.71	66,161.42	-	-
01/18/2021	-	41,587.30 *	41,587.30	5.030	5.030000	100.000000	24,574.11	66,161.41	-	-
02/18/2021	-	41,761.62 *	41,761.62	5.030	5.030000	100.000000	24,399.79	66,161.41	793,936.94	-

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service	Debt Service to Call
03/18/2021	-	41,936.67 *	41,936.67	5.030	5.030000	100.000000	24,224.74	66,161.41	-	-
04/18/2021	-	42,112.46 *	42,112.46	5.030	5.030000	100.000000	24,048.96	66,161.42	-	-
05/18/2021	-	42,288.98 *	42,288.98	5.030	5.030000	100.000000	23,872.44	66,161.42	-	-
06/18/2021	-	42,466.24 *	42,466.24	5.030	5.030000	100.000000	23,695.17	66,161.41	-	-
07/18/2021	-	42,644.24 *	42,644.24	5.030	5.030000	100.000000	23,517.17	66,161.41	-	-
08/18/2021	-	42,822.99 *	42,822.99	5.030	5.030000	100.000000	23,338.42	66,161.41	-	-
09/18/2021	-	43,002.49 *	43,002.49	5.030	5.030000	100.000000	23,158.92	66,161.41	-	-
10/18/2021	-	43,182.74 *	43,182.74	5.030	5.030000	100.000000	22,978.67	66,161.41	-	-
11/18/2021	-	43,363.75 *	43,363.75	5.030	5.030000	100.000000	22,797.66	66,161.41	-	-
12/18/2021	-	43,545.52 *	43,545.52	5.030	5.030000	100.000000	22,615.89	66,161.41	-	-
01/18/2022	-	43,728.05 *	43,728.05	5.030	5.030000	100.000000	22,433.37	66,161.42	-	-
02/18/2022	-	43,911.34 *	43,911.34	5.030	5.030000	100.000000	22,250.07	66,161.41	793,936.95	-
03/18/2022	-	44,095.40 *	44,095.40	5.030	5.030000	100.000000	22,066.01	66,161.41	-	-
04/18/2022	-	44,280.24 *	44,280.24	5.030	5.030000	100.000000	21,881.18	66,161.42	-	-
05/18/2022	-	44,465.84 *	44,465.84	5.030	5.030000	100.000000	21,695.57	66,161.41	-	-
06/18/2022	-	44,652.23 *	44,652.23	5.030	5.030000	100.000000	21,509.18	66,161.41	-	-
07/18/2022	-	44,839.40 *	44,839.40	5.030	5.030000	100.000000	21,322.02	66,161.42	-	-
08/18/2022	-	45,027.35 *	45,027.35	5.030	5.030000	100.000000	21,134.06	66,161.41	-	-
09/18/2022	-	45,216.09 *	45,216.09	5.030	5.030000	100.000000	20,945.32	66,161.41	-	-
10/18/2022	-	45,405.62 *	45,405.62	5.030	5.030000	100.000000	20,755.79	66,161.41	-	-
11/18/2022	-	45,595.94 *	45,595.94	5.030	5.030000	100.000000	20,565.47	66,161.41	-	-
12/18/2022	-	45,787.07 *	45,787.07	5.030	5.030000	100.000000	20,374.35	66,161.42	-	-
01/18/2023	-	45,978.99 *	45,978.99	5.030	5.030000	100.000000	20,182.42	66,161.41	-	-
02/18/2023	-	46,171.72 *	46,171.72	5.030	5.030000	100.000000	19,989.69	66,161.41	793,936.95	-
03/18/2023	-	46,365.26 *	46,365.26	5.030	5.030000	100.000000	19,796.16	66,161.42	-	-
04/18/2023	-	46,559.60 *	46,559.60	5.030	5.030000	100.000000	19,601.81	66,161.41	-	-
05/18/2023	-	46,754.77 *	46,754.77	5.030	5.030000	100.000000	19,406.65	66,161.42	-	-
06/18/2023	-	46,950.75 *	46,950.75	5.030	5.030000	100.000000	19,210.67	66,161.42	-	-
07/18/2023	-	47,147.55 *	47,147.55	5.030	5.030000	100.000000	19,013.86	66,161.41	-	-
08/18/2023	-	47,345.18 *	47,345.18	5.030	5.030000	100.000000	18,816.24	66,161.42	-	-
09/18/2023	-	47,543.63 *	47,543.63	5.030	5.030000	100.000000	18,617.78	66,161.41	-	-
10/18/2023	-	47,742.92 *	47,742.92	5.030	5.030000	100.000000	18,418.50	66,161.42	-	-
11/18/2023	-	47,943.04 *	47,943.04	5.030	5.030000	100.000000	18,218.37	66,161.41	-	-
12/18/2023	-	48,144.00 *	48,144.00	5.030	5.030000	100.000000	18,017.41	66,161.41	-	-
01/18/2024	-	48,345.80 *	48,345.80	5.030	5.030000	100.000000	17,815.61	66,161.41	-	-
02/18/2024	-	48,548.45 *	48,548.45	5.030	5.030000	100.000000	17,612.96	66,161.41	793,936.97	-
03/18/2024	-	48,751.95 *	48,751.95	5.030	5.030000	100.000000	17,409.46	66,161.41	-	-
04/18/2024	-	48,956.31 *	48,956.31	5.030	5.030000	100.000000	17,205.11	66,161.42	-	-
05/18/2024	-	49,161.51 *	49,161.51	5.030	5.030000	100.000000	16,999.90	66,161.41	-	-
06/18/2024	-	49,367.58 *	49,367.58	5.030	5.030000	100.000000	16,793.83	66,161.41	-	-
07/18/2024	-	49,574.51 *	49,574.51	5.030	5.030000	100.000000	16,586.90	66,161.41	-	-
08/18/2024	-	49,782.31 *	49,782.31	5.030	5.030000	100.000000	16,379.10	66,161.41	-	-
09/18/2024	-	49,990.99 *	49,990.99	5.030	5.030000	100.000000	16,170.43	66,161.42	-	-
10/18/2024	-	50,200.53 *	50,200.53	5.030	5.030000	100.000000	15,960.88	66,161.41	-	-
11/18/2024	-	50,410.96 *	50,410.96	5.030	5.030000	100.000000	15,750.46	66,161.42	-	-
12/18/2024	-	50,622.26 *	50,622.26	5.030	5.030000	100.000000	15,539.15	66,161.41	-	-
01/18/2025	-	50,834.45 *	50,834.45	5.030	5.030000	100.000000	15,326.96	66,161.41	-	-
02/18/2025	-	51,047.53 *	51,047.53	5.030	5.030000	100.000000	15,113.88	66,161.41	793,936.95	-
03/18/2025	-	51,261.51 *	51,261.51	5.030	5.030000	100.000000	14,899.91	66,161.42	-	-
04/18/2025	-	51,476.38 *	51,476.38	5.030	5.030000	100.000000	14,685.03	66,161.41	-	-
05/18/2025	-	51,692.15 *	51,692.15	5.030	5.030000	100.000000	14,469.26	66,161.41	-	-

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service	Debt Service to Call
06/18/2025	-	51,908.83 *	51,908.83	5.030	5.030000	100.000000	14,252.59	66,161.42	-	-
07/18/2025	-	52,126.41 *	52,126.41	5.030	5.030000	100.000000	14,035.00	66,161.41	-	-
08/18/2025	-	52,344.91 *	52,344.91	5.030	5.030000	100.000000	13,816.50	66,161.41	-	-
09/18/2025	-	52,564.32 *	52,564.32	5.030	5.030000	100.000000	13,597.09	66,161.41	-	-
10/18/2025	-	52,784.65 *	52,784.65	5.030	5.030000	100.000000	13,376.76	66,161.41	-	-
11/18/2025	-	53,005.91 *	53,005.91	5.030	5.030000	100.000000	13,155.50	66,161.41	-	-
12/18/2025	-	53,228.09 *	53,228.09	5.030	5.030000	100.000000	12,933.32	66,161.41	-	-
01/18/2026	-	53,451.21 *	53,451.21	5.030	5.030000	100.000000	12,710.21	66,161.42	-	-
02/18/2026	-	53,675.26 *	53,675.26	5.030	5.030000	100.000000	12,486.16	66,161.42	793,936.96	-
03/18/2026	-	53,900.24 *	53,900.24	5.030	5.030000	100.000000	12,261.17	66,161.41	-	-
04/18/2026	-	54,126.18 *	54,126.18	5.030	5.030000	100.000000	12,035.24	66,161.42	-	-
05/18/2026	-	54,353.06 *	54,353.06	5.030	5.030000	100.000000	11,808.36	66,161.42	-	-
06/18/2026	-	54,580.89 *	54,580.89	5.030	5.030000	100.000000	11,580.53	66,161.42	-	-
07/18/2026	-	54,809.67 *	54,809.67	5.030	5.030000	100.000000	11,351.74	66,161.41	-	-
08/18/2026	-	55,039.41 *	55,039.41	5.030	5.030000	100.000000	11,122.00	66,161.41	-	-
09/18/2026	-	55,270.12 *	55,270.12	5.030	5.030000	100.000000	10,891.29	66,161.41	-	-
10/18/2026	-	55,501.79 *	55,501.79	5.030	5.030000	100.000000	10,659.62	66,161.41	-	-
11/18/2026	-	55,734.44 *	55,734.44	5.030	5.030000	100.000000	10,426.97	66,161.41	-	-
12/18/2026	-	55,968.06 *	55,968.06	5.030	5.030000	100.000000	10,193.35	66,161.41	-	-
01/18/2027	-	56,202.66 *	56,202.66	5.030	5.030000	100.000000	9,958.75	66,161.41	793,936.95	-
02/18/2027	-	56,438.24 *	56,438.24	5.030	5.030000	100.000000	9,723.17	66,161.41	-	-
03/18/2027	-	56,674.81 *	56,674.81	5.030	5.030000	100.000000	9,486.60	66,161.41	-	-
04/18/2027	-	56,912.37 *	56,912.37	5.030	5.030000	100.000000	9,249.04	66,161.41	-	-
05/18/2027	-	57,150.93 *	57,150.93	5.030	5.030000	100.000000	9,010.48	66,161.41	-	-
06/18/2027	-	57,390.49 *	57,390.49	5.030	5.030000	100.000000	8,770.92	66,161.41	-	-
07/18/2027	-	57,631.05 *	57,631.05	5.030	5.030000	100.000000	8,530.36	66,161.41	-	-
08/18/2027	-	57,872.62 *	57,872.62	5.030	5.030000	100.000000	8,288.79	66,161.41	-	-
09/18/2027	-	58,115.20 *	58,115.20	5.030	5.030000	100.000000	8,046.21	66,161.41	-	-
10/18/2027	-	58,358.80 *	58,358.80	5.030	5.030000	100.000000	7,802.61	66,161.41	-	-
11/18/2027	-	58,603.42 *	58,603.42	5.030	5.030000	100.000000	7,557.99	66,161.41	-	-
12/18/2027	-	58,849.07 *	58,849.07	5.030	5.030000	100.000000	7,312.34	66,161.41	-	-
01/18/2028	-	59,095.75 *	59,095.75	5.030	5.030000	100.000000	7,065.67	66,161.42	-	-
02/18/2028	-	59,343.46 *	59,343.46	5.030	5.030000	100.000000	6,817.96	66,161.42	793,936.94	-
03/18/2028	-	59,592.20 *	59,592.20	5.030	5.030000	100.000000	6,569.21	66,161.41	-	-
04/18/2028	-	59,841.99 *	59,841.99	5.030	5.030000	100.000000	6,319.42	66,161.41	-	-
05/18/2028	-	60,092.83 *	60,092.83	5.030	5.030000	100.000000	6,068.58	66,161.41	-	-
06/18/2028	-	60,344.72 *	60,344.72	5.030	5.030000	100.000000	5,816.69	66,161.41	-	-
07/18/2028	-	60,597.67 *	60,597.67	5.030	5.030000	100.000000	5,563.75	66,161.42	-	-
08/18/2028	-	60,851.67 *	60,851.67	5.030	5.030000	100.000000	5,309.74	66,161.41	-	-
09/18/2028	-	61,106.74 *	61,106.74	5.030	5.030000	100.000000	5,054.67	66,161.41	-	-
10/18/2028	-	61,362.88 *	61,362.88	5.030	5.030000	100.000000	4,798.53	66,161.41	-	-
11/18/2028	-	61,620.09 *	61,620.09	5.030	5.030000	100.000000	4,541.32	66,161.41	-	-
12/18/2028	-	61,878.38 *	61,878.38	5.030	5.030000	100.000000	4,283.03	66,161.41	-	-
01/18/2029	-	62,137.76 *	62,137.76	5.030	5.030000	100.000000	4,023.66	66,161.42	-	-
02/18/2029	-	62,398.22 *	62,398.22	5.030	5.030000	100.000000	3,763.19	66,161.41	793,936.94	-
03/18/2029	-	62,659.77 *	62,659.77	5.030	5.030000	100.000000	3,501.64	66,161.41	-	-
04/18/2029	-	62,922.42 *	62,922.42	5.030	5.030000	100.000000	3,238.99	66,161.41	-	-
05/18/2029	-	63,186.17 *	63,186.17	5.030	5.030000	100.000000	2,975.24	66,161.41	-	-
06/18/2029	-	63,451.02 *	63,451.02	5.030	5.030000	100.000000	2,710.39	66,161.41	-	-
07/18/2029	-	63,716.99 *	63,716.99	5.030	5.030000	100.000000	2,444.42	66,161.41	-	-
08/18/2029	-	63,984.07 *	63,984.07	5.030	5.030000	100.000000	2,177.34	66,161.41	-	-

11-40

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service	Debt Service to Call
09/18/2029	-	64,252.27 *	64,252.27	5.030	5.030000	100.000000	1,909.14	66,161.41	-	-
10/18/2029	-	64,521.59 *	64,521.59	5.030	5.030000	100.000000	1,639.82	66,161.41	-	-
11/18/2029	-	64,792.05 *	64,792.05	5.030	5.030000	100.000000	1,369.37	66,161.42	-	-
12/18/2029	-	65,063.63 *	65,063.63	5.030	5.030000	100.000000	1,097.78	66,161.41	-	-
01/18/2030	-	65,336.36 *	65,336.36	5.030	5.030000	100.000000	825.05	66,161.41	-	-
02/18/2030	-	65,610.23 *	65,610.23	5.030	5.030000	100.000000	551.19	66,161.42	793,936.94	-
03/18/2030	-	65,885.24 *	65,885.24	5.030	5.030000	100.000000	276.17	66,161.41	66,161.41	-
Total	-	9,116,032.51	9,116,032.51				4,513,218.53	13,629,251.04	13,629,251.04	9,147,875.32
Acc Int	-	-	-				-	-	-	-
Grand Tls	-	9,116,032.51	9,116,032.51				4,513,218.53	13,629,251.04	13,629,251.04	9,147,875.32

* - Bonds callable ... 02/13/2013@100.000

TIC (Incl. all expenses) ... 5.08300574% Average Coupon 5.0300000000%
 TIC (Arbitrage TIC) 5.08300574% Average Life (Yrs) ... 9.84
 Bond Years 89,726.01 WAM (Yrs) 9.842861

IRS Form 8038-G NIC = 5.030000% (with Adjstmnt of \$0.00).
 NIC = 5.030000% (with Adjstmnt of \$0.00).

Gadsden County Board of County Commission Agenda Report

Date of Meeting: February 5, 2013

Date Submitted: January 23, 2013

To: Honorable Chair and Members of the Board of County Commission

From: Robert Presnell, County Administrator
Anthony Matheny, Planning & Community Development Director

Subject: Public Hearing- Conceptual/Preliminary Site Plan with Special Exception for the Lynn's Liquor Store (SE-2012-01) (Tax Parcel Identification #3-13-2N-2W-0000-00322-0400)

Statement of Issue:

William Smith, property owner and Mohammed Askar, as agent, are requesting a 'Special Exception Use with Conceptual Site Plan' to allow an existing 2,550+/- square foot commercial structure on 0.71 acres within the Commercial Land Use District (COMM) to be used as a convenience and liquor store with gas pumps. The site is located at 1437 FLA-GA Highway, Havana, Florida (Attachment #1). Presently, the Lynn's Country Store occupies the 2,550 commercial space at the current address (Attachment #2), and the applicant and owner already have a beer and wine license for the site. However, the applicant proposes to divide the space with a partition wall and have separate entrances for Lynn's Convenience Store and Lynn's Liquor Store in order to serve beer and wine, as well as, liquor.

Analysis:

The proposed action is a Class II Commercial use in the COMM District permitted as a Special Exception Use with Site Plan (Subsection 4202.D) for approval. Review and approval by the Board of County Commission (BOCC) of this application is considered a quasi-judicial action in conjunction with an advertised public hearing per Subsection 7202 of the Gadsden County Land Development Code (LDC). The staff agenda report provides guidance to the BOCC in making a recommendation on the request per Subsections 7202.A.10. Per Subsection 7501, a public hearing notice has been mailed to all property owners within 1,000 feet of the property (Attachment #3).

Land Use:

The site is designated Commercial (COMM) on the Future Land Use Map (Attachment #4). The adjacent parcels north (*Tallassee Estates Trailer Park*), south (*Snyder's Refrigeration*), and

west (a FEMA designated floodplain area) of the subject property are designated COMM. The parcel east (Revels Meat Market) of the subject property across FLA-GA Highway is also designated COMM (**Attachment #5**).

Land Development Code (LDC):

The Land Development Code (LDC) allows a Commercial Use, Class II Special Exception per Subsection 4202.D and 5207 (**Attachment #6**). Uses such as taverns, bars, lounges, and night clubs require review by the Planning Commission and Board of County Commission approval. Also, minimum location criteria and development standards must be met as adopted in the County Land Development Code (LDC).

Gadsden County Code of Ordinances:

Section 6.1(b) of the Gadsden County Code of Ordinances requires that no vendor licensed by the Florida Division of Beverage to sell, serve or dispense alcoholic beverages shall conduct his place of business within:

1. One thousand feet of an established church;
2. One thousand feet of a school, or
3. One thousand feet of a publicly owned and operated playground.

This site meets these requirements.

Buffer Areas (Subsection 5302):

Because the site is abutted by commercial uses on all four sides and there are no adjacent residential uses, a buffer is not required.

Parking and Vehicular Use Area (Subsection 5606):

One space per 200 square feet of gross floor area and one handicap space are required. Thus, the the applicant is required to have 13 parking spaces plus one handicapped space. There are presently 9 striped spaces including one striped handicapped space. Five additional spaces must be striped. There appears to be adequate space on site for the additional spaces.

Class II Parking Standards:

Whenever a proposed use is considered Class II (see Subsection 4202), parking standards shall be determined by a parking study which shall be provided to the DRC by the applicant. The DRC has the authority to either accept or reject said study. If the DRC rejects the parking the DRC shall set the required parking ratio for the Class II use. (Ord. #1996-005, 7-2-96)

Because the existing structure will be used and the square footage of the building is not proposed to expand, the parking study has been waived.

Drainage Basin/Watersheds/Flood Zone (Subsection 5401):

The county's geographic information system (GIS) shows there are no flood zones on the subject property in accordance with 2009 FEMA Flood Insurance Rate Maps (Attachment #7). Storm water detention is provided within existing swales along FLA-GA highway. There are also wetlands used as drainage fields to the rear of the building.

Affects to Natural Features Resources (Section 5400):

The site has previously been developed. No additional trees are proposed to be removed.

Concurrency Issues:

The existing 2,550 square foot store produces approximately 192 vehicular trips per day (vpd). The existing Level of Service (LOS) on FLA-GA Highway is level C. Therefore, the addition of a liquor store, occupying an existing space, will not reduce level of service of the roadway.

Citizens' Bill of Rights Meeting:

The applicant held a citizens participation meeting on Thursday, November 8, 2012 at 11:00 am on site (Attachment #7). Twenty two residents attended. Many issues were raised such as the location is too close to a school bus stop. Members of the Riverside Baptist Church (*i.e., whose church is 3 miles away*) say that the site is too close to residential areas. Additional discussion centered around the designation of potential tax dollars generated by the store and possible benefit to the immediate neighborhood. (Attachment #8)

Planning Commission and Department of Planning & Community Development Findings:

The Gadsden County Planning Commission reviewed the request December 13, 2012. A motion was made by Regina Davis and seconded by Dave Tranchand to approve the item with staff recommendations. The item was approved with seven (7) votes in favor and one (1) vote opposed with the following proposed findings and recommended conditions. Commissioner Larry Ganus voted to oppose the item.

1. With conditions, Lynn's Liquor Store with Conceptual Site Plan complies with and is consistent with the Gadsden County Land Development Code and Gadsden County Code of Ordinances with approval of the proposed site plan except as noted in conditions listed below. This determination is supported by and as indicated in the 'Planning and Community Development Department Analysis and Findings' outlined in this staff report as well as the applicants submittal and testimony provided at the public hearing. Public Notice requirements have been met.
2. The approval with conditions is for an existing 2,550 square foot store only with convenience store, liquor store, and gas pumps. The convenience store and liquor store will be separated by a partition wall and have separate entrances.

3. With the following conditions the proposed Lynn Liquor Store Special Exception with Conceptual Site Plan will be consistent with the Comprehensive Plan and Land Development Code:
 - a. Enclose existing dumpster with an opaque fence.
 - b. Amend site plan to reflect 12 striped parking spaces plus 1 handicap parking space.
 - c. Add a note to the site plan that, "On site and/or outdoor consumption of alcoholic beverages is not permitted." *(If proposed such uses will be required to be reviewed and approved by the Board of County Commissioners and applicable state agencies.)*
4. With conditions, the proposed conceptual site plan will promote the public health, safety, welfare, economic order and development, aesthetics and quality of life in the community and region by providing uses permitted in Commercial Future Land Use category as adopted within the Comprehensive Plan. With the proposed conditions the applicant has met the burden of proof required by Subsection 7504 of the LDC.

BOCC Requested Action:

Options:

1. Approve the Special Exception with Conceptual Site Plan for "Lynn's Liquor Store (SE-2012-01) to establish a liquor store in the existing commercial structure in addition to the existing convenience store and 4 gas pumps located on 0.71 acres of land (Tax ID # 3-13-2N-2W-0000-00322-0400) (attachment #9) based on the findings referenced in the staff report and listed conditions.
2. Deny the request for approval of the Special Exception with Conceptual Site Plan for the Lynn's Liquor Store (SE-2012-01) (Tax ID #3-13-2N-2W-0000-00322-0400) and make findings or state the reasons for denial.
3. Discretion of the Board

Recommendation:

Option #3

Attachments:

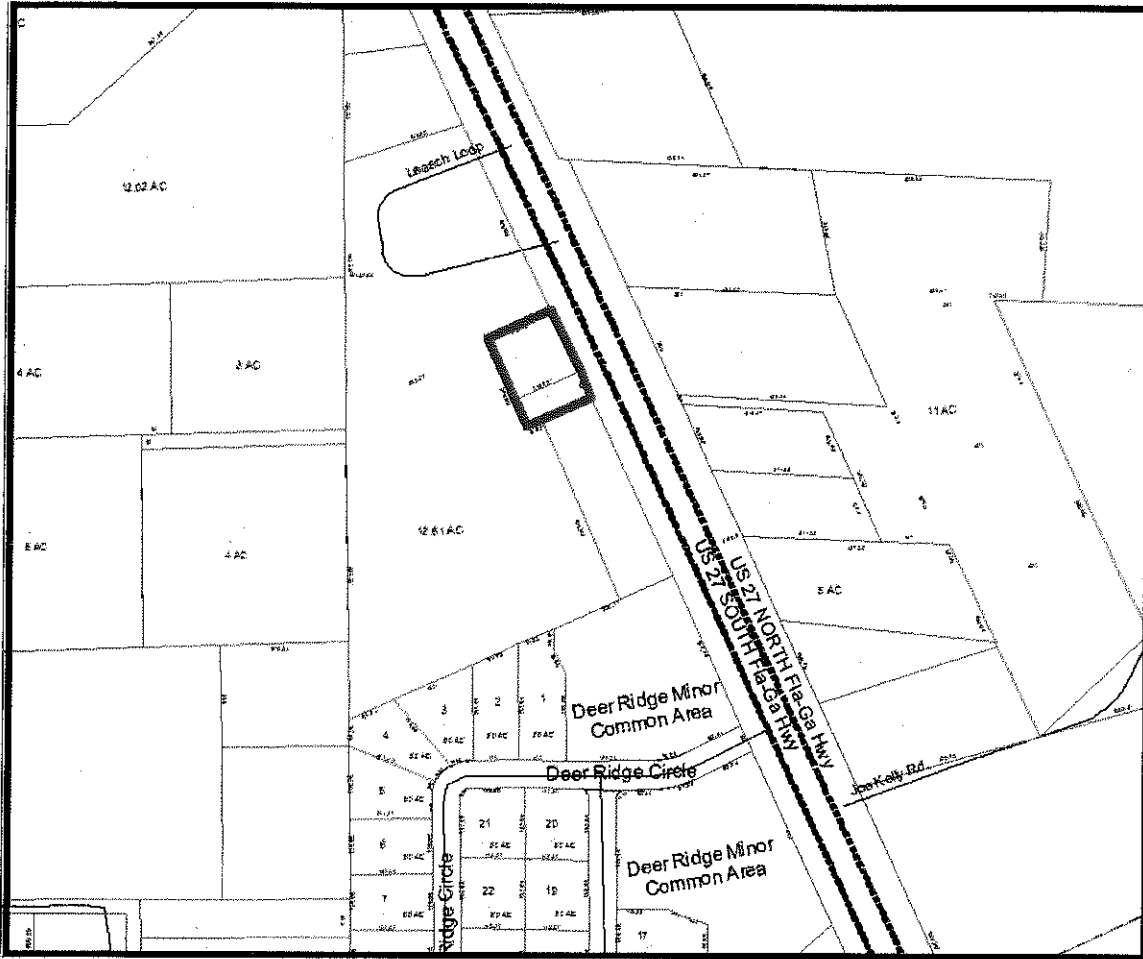
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|----|---------------------------------|-----|-------------------------------|
| #1 | Location Map | #7 | Flood map |
| #2 | Picture of Lynn's Country Store | #8 | Bill of Rights Meeting Notice |
| #3 | Public Hearing Notice | #9 | Petition Opposing Store |
| #4 | Future Land Use Map | #10 | Applicant's Site Plan |
| #5 | Aerial View of Site | | |
| #6 | LDC 4202D & 5207 | | |

LOCATION MAP

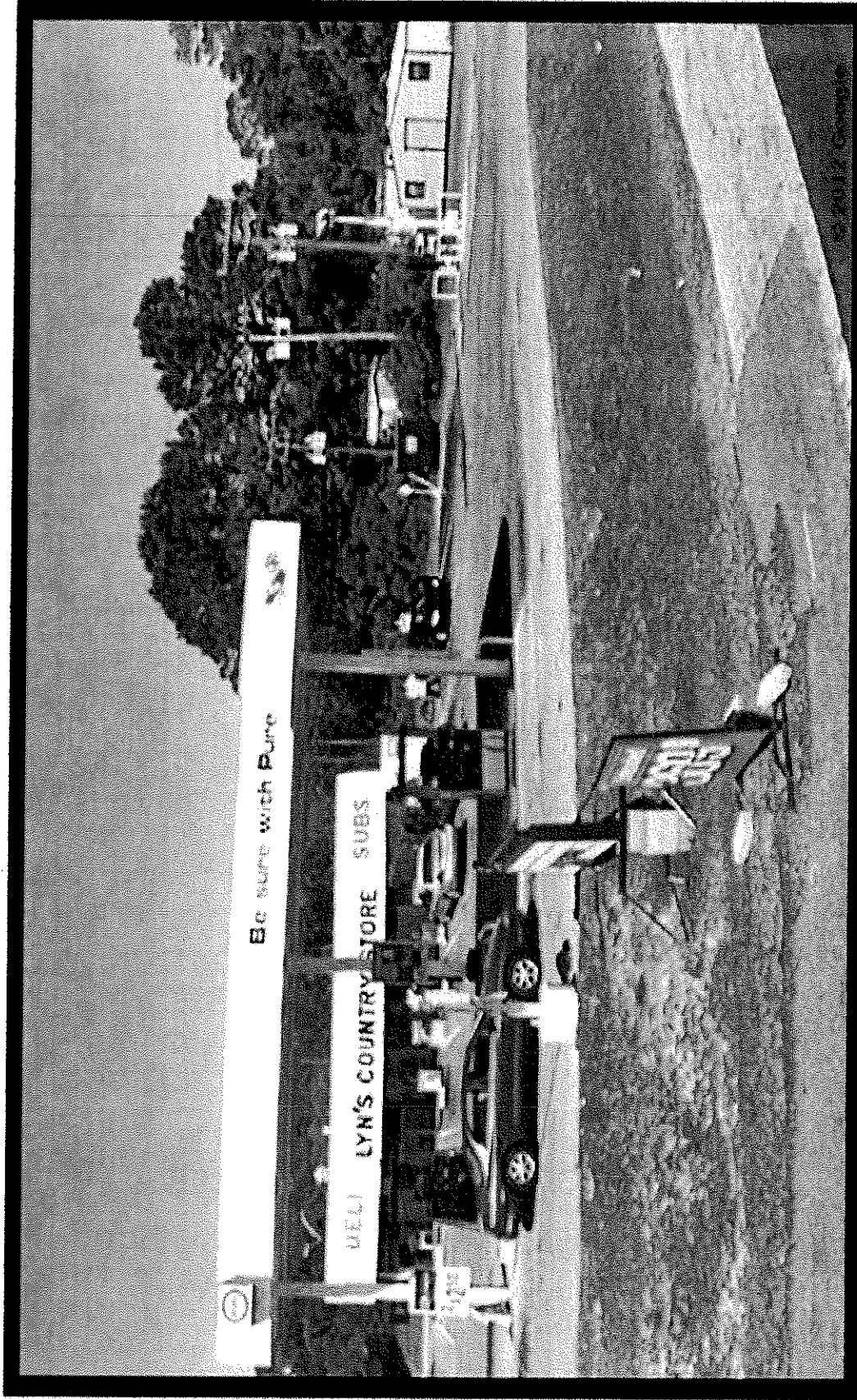
ATTACHMENT # 1

**Lynn's Liquor Store
Special Exception & Site Plan**

**Tax Parcel Id. #3-13-2N-2W-0000-00322-0400
1437 FLA-GA Highway**



LYNN'S LIQUOR STORE



1437 FLA-GA Highway



COMMISSIONERS:
EUGENE LAMB, JR.
District 1
DOUGLAS M. CROLEY
District 2
GENE MORGAN
District 3
BRENDA A. HOLT
District 4
SHERRIE TAYLOR
District 5

GADSDEN COUNTY
BOARD OF COUNTY COMMISSIONERS
EDWARD J. BUTLER
GADSDEN COUNTY GOVERNMENTAL COMPLEX
PLANNING & COMMUNITY DEVELOPMENT
2006 USDA Rural Development Community of the Year

Arthur Lawson, Sr.
Interim County
Administrator
Deborah S. Minnis
County Attorney
Anthony Matheny
Director

PUBLIC HEARING NOTICE

Project Name: Lynn's Liquor Store
Project Number: (SE-2012-01)
Tax Parcel ID #s: 3-13-2N-2W-0000-00322-0400

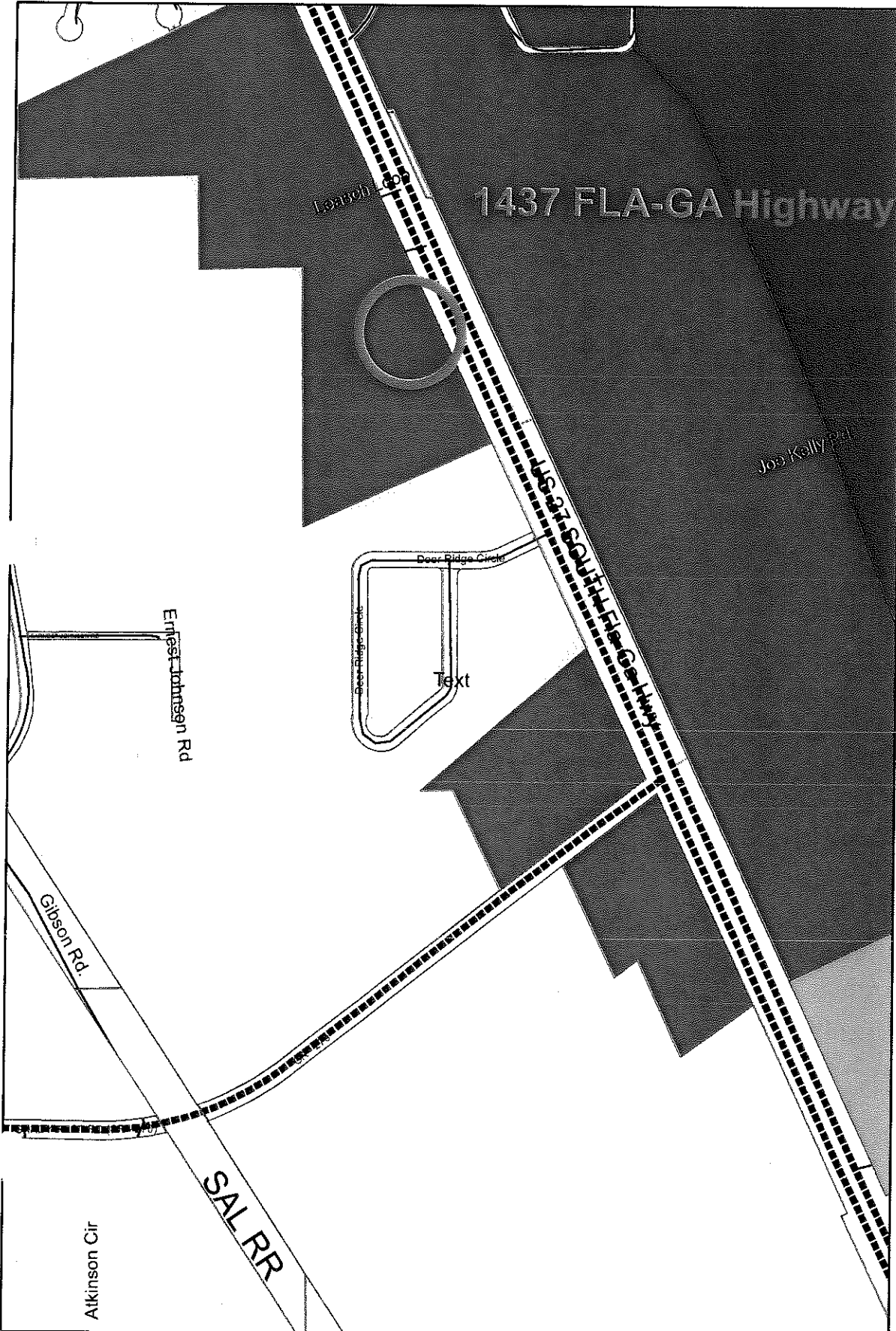
NOTICE IS HEREBY GIVEN that a public hearing is scheduled to consider a Special Exception Use with Conceptual Site Plan to allow a liquor store at 1437 FLA-GA Highway, Havana, in an existing +/-2,550 square foot structure as a Commercial Use. The liquor store would be located in the same building as Lynn's Country Store, but would be separated by a partition wall, and each store would have its own entrance.

The Gadsden County Planning Commission will hold a public hearing to discuss the proposed amendment on **Thursday, December 13, 2012**. The Board of County Commissioners will hold a public hearing to consider this Special Exception & Site Plan on **Tuesday, February 5, 2013**. The meetings will be held at 6:00 p.m. in the Board of County Commissioners Chambers at 7 East Jefferson Street, Quincy, Florida. This notice is being provided to all property owners within 1,000 feet of the subject amendment as required by subsection 7500, Gadsden County Land Development Code.

Copies of the application and file will be available at the Planning & Community Development Department, 1B East Jefferson Street, Quincy and on the County's website gadsdencountyfl.gov one week prior to the meetings. Persons wishing to comment may do so in person at the public hearing or in writing to the Gadsden County Board of County Commissioners, 7 East Jefferson Street, Quincy, FL 32351. If a person decides to appeal a decision by the Board of County Commissioners with respect to any matter considered at such public hearing, he/she will need a record of the proceedings and for such purpose he/she may need to insure that a verbatim record of the proceedings is made, which record includes testimony and evidence to which the appeal is to be heard.

SE-2012-01

ATTACHMENT #4



Legend	
FLU_20120601	
FUTURE LAND USE	
	AGRICULTURAL 1
	AGRICULTURAL 2
	AGRICULTURAL 3
	COMMERCIAL
	CONSERVATION
	HEAVY INDUSTRIAL
	LIGHT INDUSTRIAL
	RURAL RESIDENTIAL
	SILVICULTURE
	URBAN SERVICE AREA
	HISTORICAL
	LAKE TALQUIN
	MINING
	MUNICIPAL
	PUBLIC
	RECREATIONAL
	Parcels_10_18_2012
	Major_Roads_New
	Local_Roads_New

LYNN'S LIQUOR STORE AERIAL VIEW



Revel's Meat Market

FEMA Designated Flood

1437 FLA-GA Highway

**SECTION 4200. LAND USES.
SUBSECTION 4202**

D. Commercial Uses.

Class I Commercial Uses

Class I Commercial land use activities include a wide variety of general commercial, recreational, entertainment and related activities. Examples include the professional and office uses listed in Subsection 4202.E., as well as the following types of commercial uses. The below listed land use activities are not an exhaustive list of commercial activities, although are representative of the Class I General Commercial uses allowed by this Code. Class I, General Commercial uses are considered uses by right, with proper planning controls in all areas designated as Commercial or Light Industrial on the Future Land Use Map. The Planning Commission and Board of County Commissioners will receive status reports of all Class I General Commercial applications in the monthly planning report.

(Ord. # 2003-006, 8-19-03)

1. Grocery stores, super markets and specialty food stores and bakeries, (< 20,000SF)
2. Medical Walk-In clinics.
3. Hotels and motels, (<24 units)
4. Small Shopping centers, (<50,000 sf, no major magnet stores)
5. Service businesses such as blueprinting, printing, catering, tailoring, travel agencies, upholstery shops and laundries/dry cleaners.
6. Miniature golf and golf driving ranges.
7. Retail plant nurseries.
8. Veterinary offices and animal hospitals, without outside kennels.
9. Restaurants, including take-out and sit down restaurants and restaurants with out-door seating.
10. Funeral homes with or without crematories.
11. Farm and garden supplies.
12. Financial institutions with or without drive-up facilities.
13. Motor vehicle sales, utility trailer sales, rental, service and repair, including truck stops, body shops, road services and car wash facilities.
14. Gasoline sales and service and the combination of gasoline sales and food marts and similar functions.
15. Roadside fruit, produce sales and fireworks stands. All fireworks stands must be inspected by the authority having jurisdiction for inspections.
16. Other commercial land use activities as determined to be Class I by the Planning Director, has minimal offsite impacts and would not be considered to be a nuisance to adjacent properties.

(Ord. # 2003-006, 8-19-03) (Ord. # 2006-020, 8-29-06)

Class II Commercial uses.

ATTACHMENT #6

Class II, General Commercial land use activities include those activities which require outdoor storage, have higher trip generation rates and/or the potential for greater nuisance to adjacent properties than Class I, General Commercial land use activities. Class II General Commercial land use activities are considered Special Exception uses and require review by the Planning Commission and approval by the Board of County Commissioners. (Ord. # 2003-006, 8-19-03)

1. Recreational vehicle parks and travel trailer parks (see Subsection 5900), mobile home parks. This does not include mobile home sales.
2. Truck Stops and fuel facilities with more than 6 fueling stations.
3. Taverns, bars, lounges, night clubs, restaurants with alcoholic beverage sales, and dance halls.
4. Outdoor flea markets, and other similar markets.
5. Veterinary offices and animal hospitals, with outside kennels.
6. Civic and Fraternal organizations.
7. Light industrial uses with no off-site impacts that are primarily oriented towards enclosed manufacturing, redistribution, assembly and warehousing. This includes self storage facilities over 10,000sf GFA.
8. Theaters and auditoriums.
9. Circuses, fairs and carnivals.
10. Other land use activities as determined to be Class II.
11. Childcare / Daycare facilities
12. Adult Daycare and Adult Congregate Living Facilities (ACLFs) with more than six clients. See Subsection 5105.B. and Subsection 2102, Special Residential Uses. (ORD.#2006-020, 8-29-06)

(Ord. # 2003-006, 8-19-03) (Ord. # 2006-020, 8-29-06)

Subsection 5207. Conceptual Site Plans.

For all Class I and II land uses, three levels of site plan review are necessary. The review phases include a Conceptual, Preliminary and Final review. The Conceptual and Preliminary site plan may be combined. This may be addressed during the Level I review. If reviews are to be combined, then a Level II review process will be required. The following shall be included on a Conceptual Site Plan. See Chapter 7 for a more detailed description of the application and review procedures.

(Ord. # 2003-006, 8-19-03)

Seven (7) conceptual site plans and all necessary supporting documentation shall be submitted to the Department of Planning for distribution to the DRC. All site plans must be a scaled drawing. Conceptual site plans will include at a minimum the following information.

1. Proposed building footprint(s);
2. Property owner's name, address and telephone number; and the designated project applicant or representative and authorization for such representation if other than the property owner;
3. Number of units proposed, if any and resulting density;
4. Interior traffic circulation patterns;
5. Conceptual drainage and utility plan;
6. Proposed retention area(s);
7. Proposed method of water supply and wastewater disposal;
8. Land use district assigned to the property which is the subject of the site plan and to the properties contiguous thereto;
9. General location map;
10. North Arrow.

(Ord. # 2003-006, 8-19-03)

A. Level of Service Determination. If the proposed project impacts any public facilities (water, sewer, solid waste, roads, recreation and open space) or if a well or septic tank is required, the County Concurrency Impact Questionnaire shall be completed and a capacity determination shall be required prior to further Level I consideration of the application.

(Ord. # 1996-005, 7-2-96)

B. Staff response to Level I Reviews. Level I pre-application procedures are concluded with the initial review of the project by the DRC for all projects. Submittal per Subsection 7102(B) and (C) shall consist of a conceptual site plan and the results of the capacity to serve determination as outlined in Subsection 8000 of this Code. Prior to making a recommendation on the application, the DRC will circulate the submittal to all County Departments for reviews and comments. Applications shall be submitted to various local governments and state agencies for projects which affect certain jurisdictions, if determined necessary.

(Ord. # 1996-005, 7-2-96)

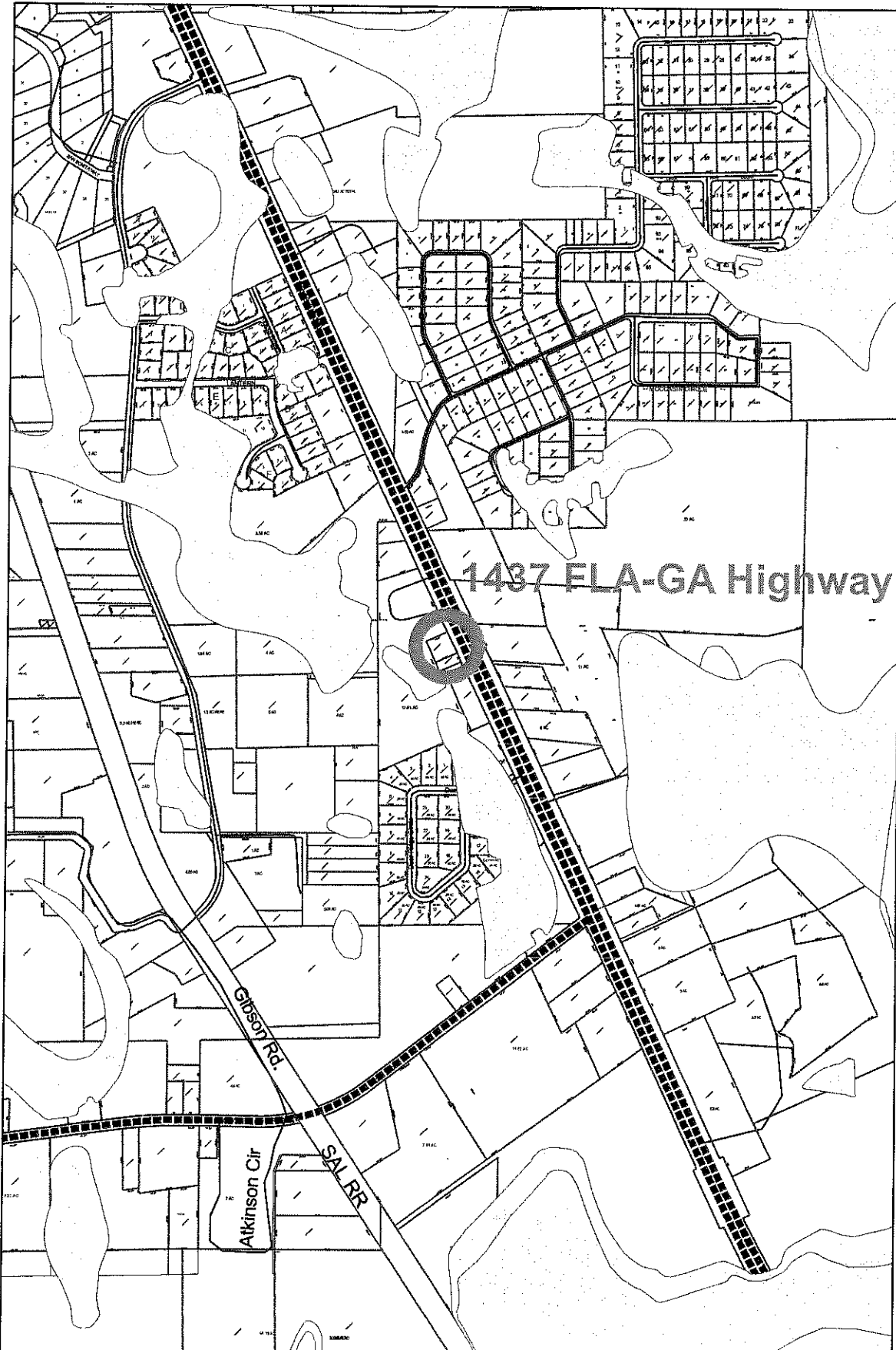
SE-2012-01

ATTACHMENT #7



Legend

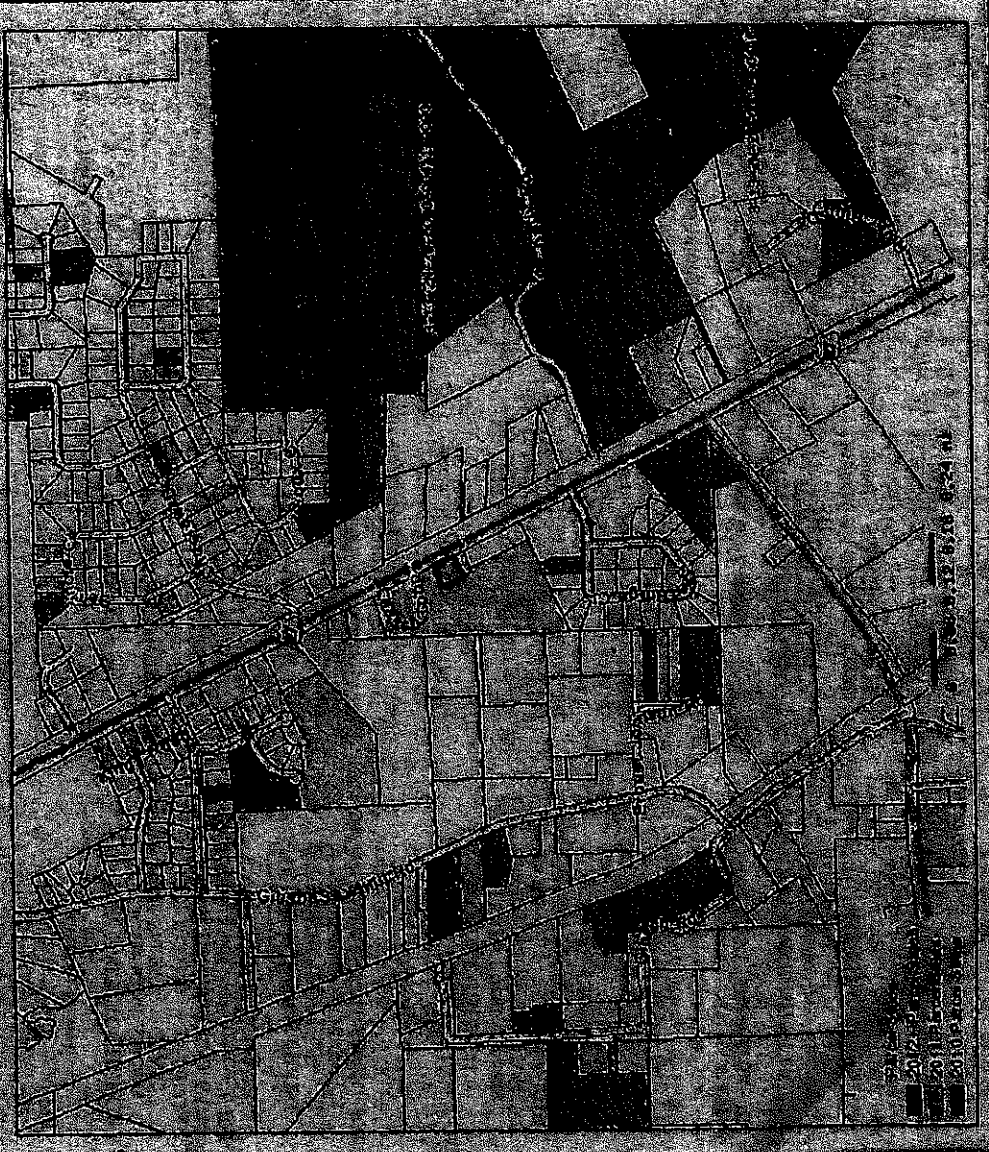
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- Creeks
- Parcels_10_18_2012
- Major Roads
- Local Roads

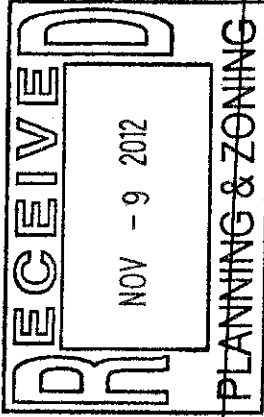


8

RENOTICE OF PUBLIC MEETING

YOU ARE INVITED to attend a Public Meeting at 7:00 a.m. on Thursday, November 8th, 2012 at Lynn's Country Store, 1437 Florida Georgia Highway, Havana, Florida 32333 to discuss an application for a Special Exemption use filed by Han-Ahmed Al-Kar to allow the property located at 1537 Florida Georgia Highway, Havana, Florida 32333 to be used as a liquor store as required by the Galdeir County Growth Management and Planning Bill of Rights. The map below indicates the location of the subject property.





Petition 10/22/2012

Lyn's Country Store, located at 1437 Florida/Georgia Highway, Havana, Florida, is requesting a public meeting on Wednesday, October 24th 2012. This meeting is in reference to an application filed by Mr. Mohammad Askar which would allow the property at 1437 Florida/Georgia Highway, Havana, Florida to be used as a liquor store.

We the undersigned are concerned businesses who urge our leaders to act now to prevent this from happening.

Date	Name of Business	Printed Name of Owner	Address	Signature of Owner
10/22/12	Alpha Advertising	Anne Radke	Suite A, B, C 1412 FL Georgia Highway	Anne Radke
10/22/12	Bonquist Timber Saw	ALLEN BONQUIST	1466 Fifer Highway	[Signature]
10/23/12	C&J	Chil	1596 FL & GA HWY	[Signature]
10/23/12	MHL Custom Cabinets	MARK TRASK	1322 FL Georgia Hwy	[Signature]
10/24/12	WINTER ANIMAL HUSBANDRY	GARRE WINTER	1140 PL LA HWY	[Signature]

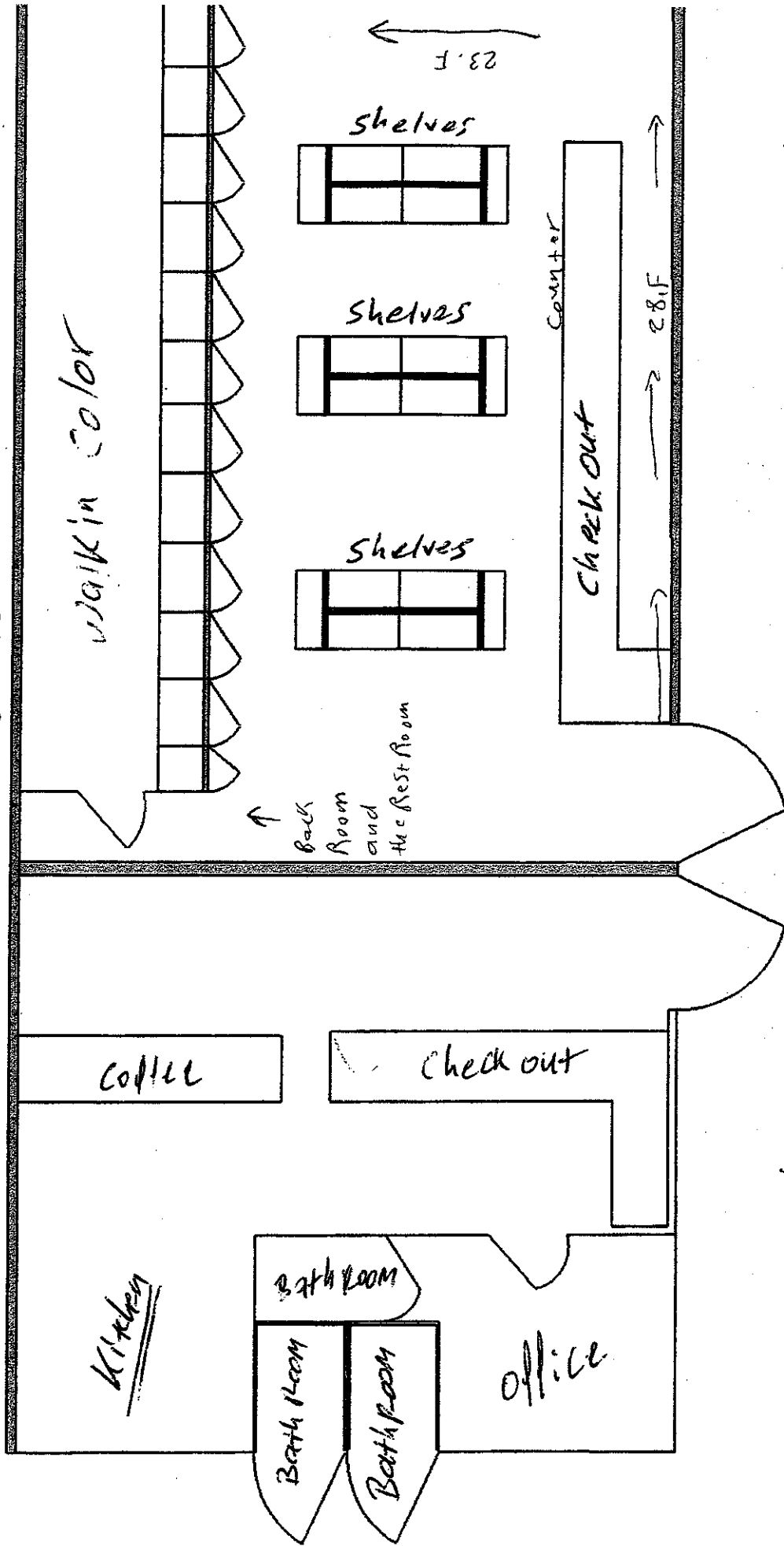
ATTACHMENT #

Meeting Postponed until Nov. 8th @ 11:00
This is to be placed in FILE

ATTACHMENT # 2000 SQ FT

L.I.S. Country Store
1437 Fl 6th Hwy
Havana Fl 32333
880 5145175

500
SQ Ft



Parking

Parking

Parking

Parking

Parking

Parking

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Parking

Parking

Parking

Gadsden County Board of County Commission Agenda Request

Date of Meeting: February 5, 2013

Date Submitted: January 23, 2013

To: Honorable Chairman and Members of the Board of County Commission

From: Robert Presnell, County Administrator
Anthony Matheny, Planning & Community Development Director

Subject: First Public Hearing – Ordinance to Revise Subsections 5003.B(5) and 5003.B(6) Non-Conforming Uses of the Land Development Code

Statement of Issue:

In 2009, Comprehensive Plan Policy 1.5.1 was amended to remove language that stated, “Non-conforming non-residential uses shall not be grandfathered beyond the term of the existing ownership.” The Planning and Community Development Department is requesting to amend Subsection 5003.B(5) Non-Conforming Uses of the Land Development Code (LDC) to remove the afore-referenced language from the LDC. Also a proposed amendment to Subsection 5003.B(6) would allow an extension from one (1) year to two (2) years before a non-conforming, non-residential use is determined to be discontinued.

Background:

Prior to 2009, the Board of County Commissioners had received a number of complaints from owners wanting to be able to sell their legally non-conforming businesses to a new owner or from a new owner (or lessee) wanting to re-open a non-conforming commercial use. An example was the ‘Country’s Boys’ restaurant (a.k.a. Goobers) which is located in the Lake Talquin area in the Rural Residential (RR) Future Land Use District. The restaurant was closed and the property sold. The ‘new’ owners wanted to re-open the restaurant with a new tenant. While there were a number of permitting and LDC issues, the primary barrier to allowing the commercial use to re-open was Comprehensive Plan Policy 1.5.1. In 2009, Policy 1.5.1 was amended. However, the Land Development Code section containing the same language was not.

Analysis:

Prior to the approval of the Comprehensive Plan amendment, Policy 1.5.1 stated that “non-conforming non-residential uses shall not be grandfathered beyond the term of the existing ownership.” Pursuant to Policy 1.5.1 a non-conforming use was required to

cease operation if it was sold. In 2009, Policy 1.5.1 was amended to remove the language that stated: “Non-conforming non-residential uses shall not be grandfathered beyond the term of the existing ownership.” This amendment allows legally non-conforming uses to be sold and remain in operation. In order for the Comprehensive Plan and the LDC to be consistent, it is proposed that this same restriction be removed from Subsection 5003.B(5) of the Land Development Code (LDC) (Attachment #2 &4).

In addition it is important to note that pursuant to Subsection 5003.B(6) Non-conforming Uses and Structures: “If a non-residential non-conforming use of a structure or use of land ceases, or if that use has been discontinued for a period of one (1) year as determined by evidence gathered by the Growth Management Department, use of the structure, or structure and use of land, shall thereafter conform to the standards of this Code.” Due to the economic climate and the extended time it may take to lease and/or make improvements, the County may wish to extend the period of time to greater than one (1) year and/or allow for an extension to be granted. Therefore, the ‘draft’ ordinance contains an amendment allowing a two (2) year period, from the time a non-residential non-conforming use ceases or is discontinued, for it to be brought into conformity (Attachment #2).

Summary:

Comprehensive Plan, Future Land Use Element Policy 1.5.1 was amended in 2009 to remove the subject language. The proposed amendment removes the exact same language from Subsection 5003.B(5) of the LDC and extends the time period from one (1) to two (2) years for a discontinued use to be brought into conformity.

Land Development Code (LDC) required standards:

Pursuant to Subsection 7407.B after confirming, amending, or reversing the recommendations of the Planning Commission, the County Commission may then enact or defeat an ordinance on all or part of the proposed legislative action under consideration.

Planning Commission:

The Gadsden County Planning Commission reviewed the request December 13, 2012. A motion was made by Commissioner Dave Tranchand, and seconded by Commissioner Regina Davis to approve allowing an extension from one year to two years before a non-conforming, non-residential use is discontinued. The item was approved with five votes in favor and two votes opposed. Commissioners Larry Ganus and Ed Allen voted to oppose the item.

BOCC Requested Action:

Options:

1. Recommend approval by Ordinance of a text amendment to Subsection 5003.B(5) of the Land Development Code consistent with Policy 1.5.1 of the Future Land Use Element of the Gadsden County Comprehensive Plan removing the

following sentence “Non-conforming non-residential uses shall not be grandfathered beyond the term of the existing ownership.” And, approve a text amendment to Subsection 5003.B(6) extending the time before a non-residential use is determined discontinued to two (2) years or a period of time determined suitable by the Planning Commission.

2. Recommend denial of adoption of an Ordinance for a text amendment to Subsection 5003.B(5) and 5003.B(6) of the Land Development Code consistent with Policy 1.5.1 of the Future Land Use Element of the Gadsden County Comprehensive Plan and identify reasons/findings why the amendment should not be approved and is inconsistent with the Comprehensive Plan.
3. Discretion of the Planning Commission.

Recommendation:

Option #1

Attachments:

1. Public Hearing Notices
2. ‘Draft’ Ordinance 2013-XX , Subsection 5003, with Strike-thru
3. Policy 1.5.1, Future Land Use Element, Gadsden County Comprehensive Plan
4. Subsection 5003.B(5) and 5003.B(6) w/ Strike-thru & Underline

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN to all concerned that the **Gadsden County Board of County Commissioners** at their regularly scheduled meeting on Tuesday, February 5, 2013 at 6:00 p.m. intends to hear at first reading:

Public Hearing – A **first reading** for an Ordinance to amend Chapter 5, Subsection 5003.B of the Gadsden County Land Development Codes to allow the continuance of non-residential, non-conforming uses beyond the terms of existing ownership as indicated in the Ordinance title:

AN ORDINANCE AMENDING CHAPTER 5, DEVELOPMENT STANDARDS, SECTION 5000, GENERAL STANDARDS, SUBSECTION 5003.B, NON-CONFORMING USE AND STRUCTURES OF THE LAND DEVELOPMENT CODE OF GADSDEN COUNTY, SUBSECTION (5), TO ALLOW THE CONTINUANCE OF NON-RESIDENTIAL NON-CONFORMING USES BEYOND THE TERMS OF EXISTING OWNERSHIP CONSISTENT WITH POLICY 1.5.1 OF THE GADSDEN COUNTY COMPREHENSIVE PLAN AS AMENDED BY ORDINANCE NUMBER 2009-028; AND SUBSECTION (6) AMENDING THE PERIOD OF TIME TO TWO YEARS AFER WHICH A USE MAY CEASE OR BE DISCONTINUED PRIOR TO BEING BROUGHT INTO CONFORMANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The public hearing will be held in the County Commission chambers located at 7 E. Jefferson Street, Quincy, FL. Persons wishing to review the agenda packet for the above project may review it on the County website at gadsdengov.net or come to the Planning & Community Development Department at 1B E. Jefferson St., Quincy, FL.

A public hearing for a **second reading and final adoption** will be held February 19, 2013.

In accordance with the Americans with Disabilities Acts, persons needing assistance in obtaining any information from the County or attending the public hearing should contact the County by communicating with the Planning and Community Development Department at (850) 875-8663 at least 48 hours prior to the hearing.

If any person wishes to appeal any decision made with respect to this matter at the public hearing, they will need to ensure that a verbatim record of the proceedings is made recording the testimony and evidence presented.

ORDINANCE 2013-_____

AN ORDINANCE AMENDING CHAPTER 5, DEVELOPMENT STANDARDS, SECTION 5000, GENERAL STANDARDS, SUBSECTION 5003.B, NON-CONFORMING USE AND STRUCTURES OF THE LAND DEVELOPMENT CODE OF GADSDEN COUNTY, SUBSECTION (5), TO ALLOW THE CONTINUANCE OF NON-RESIDENTIAL NON-CONFORMING USES BEYOND THE TERMS OF EXISTING OWNERSHIP CONSISTENT WITH POLICY 1.5.1 OF THE GADSDEN COUNTY COMPREHENSIVE PLAN AS AMENDED BY ORDINANCE NUMBER 2009-028; AND SUBSECTION (6) AMENDING THE PERIOD OF TIME TO TWO YEARS AFER WHICH A USE MAY CEASE OR BE DISCONTINUED PRIOR TO BEING BROUGHT INTO CONFORMANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Whereas, Gadsden County has developed over time some uses and/or structures that were made non-conforming with adoption of the Gadsden County Comprehensive Plan and Land Development Code; and

Whereas, the County has received complaints of economic hardship from property-owners and citizens who wish to sell a non-residential use in an existing non-residential structure on parcels within the County; and

Whereas, the County Commission did not intend for the non-conforming provisions of the code to expire when a property is sold; and

Whereas, the County wishes to retain the non-conforming provisions as they pertain to non-residential structures and uses; and

Whereas, the proposed ordinance will facilitate the continued use and sale of non-conforming non-residential uses without creating additional conflicts or impacts on adjacent property owners and to extend the amount of time before a nonconforming non-residential use is discontinued; and

Whereas, the Gadsden County Comprehensive Plan, Policy 1.5.1 was amended in the year 2009 to remove the following language: “Non-conforming non-residential uses shall not be grandfathered beyond the term of the existing ownership.”; and

Whereas, Subsection 5302.B(5) of the Land Development Code will be revised to be consistent with Comprehensive Plan Policy 1.5.2 by removing said language; and

Whereas, the provisions of this ordinance are in no way are intended to allow for the establishment of non-conforming uses, structures or densities but only allow for the sale and continuance of non-residential, non-conforming uses and structures in existence prior to enactment of the Gadsden County Comprehensive Plan.

Section 1: ADOPTION OF ORDINANCE.

Subsection 5003.B Non-Conforming Uses, Subsection (5) of the Land Development Code of Gadsden County, Florida, is hereby amended to read as follows:

5. Redevelopment on non-conforming lots shall be required to incorporate buffers or other measures to mitigate the impacts of the non-conforming use.

Subsection 5003.B Non-Conforming Uses, Subsection (6) of the Land Development Code of Gadsden County, Florida, is hereby amended to read as follows:

6. If a non-residential non-conforming use of a structure or use of land ceases, or if that use has been discontinued for a period of two (2) years as determined by evidence gathered by the Planning and Community Development Department, use of the structure, or structure and use of land, shall thereafter conform to the standards of this Code.

Section 2: SEVERABILITY

The sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable so that if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other section, subsection, paragraph, sentence, clause and phrase of this Ordinance, for the board of county commissioners declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

Section 3: EFFECTIVE DATE; FILING WITH DEPARTMENT OF STATE

This Ordinance shall take effect upon filing with the Department of State.

DULY PASSED AND ADOPTED BY a vote of ___ to ___ by the Board of County Commissioners of Gadsden County, Florida, this the ___ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF GADSDEN COUNTY, FLORIDA

By: _____
Douglas Croley, Chairman

Nicholas Thomas
Clerk of the Circuit Court

GADSDEN COUNTY COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Policy 1.5.1: The County's development review procedures shall include definitions for nonconforming lots, uses of land, structures, characteristics of uses of structures and premises. Redevelopment on non-conforming lots shall be required to incorporate buffers or other measures to mitigate the impacts of the non-conforming use. (*Ordinance #2009-028, 7-16-09*)

Attachment #4

GADSDEN COUNTY LAND DEVELOPMENT CODE
CHAPTER 5

DEVELOPMENT STANDARDS

Subsection 5003. Non-conforming Uses and Structures.

A. Intent. It is the intent of this subsection to promote the conversion of non-conforming uses and structures to conformance with the provisions of the Gadsden County Comprehensive Plan, 2001 and this Code. The regulations of this subsection allow non-conforming uses to continue until they are removed voluntarily, by economic forces, acts of God, by legal or other means, with the exception of non-conforming residential structures and uses. Non-conforming residential structures, including single family homes, mobile (manufactured) homes, and multiple-family residential structures and uses, shall be permitted to retain and re-establish such unit(s) if voluntarily or non-voluntarily removed from a non-conforming lot or parcel in accordance with Subsection 5003.B.7. The intent is also not to permit the re-establishment or replacement of any Recreational vehicle (RV) used as a dwelling unit in other than an approved RV park. These regulations are further intended to restrict additional investment in non-residential non-conformities and to provide incentives for their early conversion. No provision of this Code shall prohibit the replacement of a manufactured (mobile) home with a site built home.

(Ord. # 2006-023, 10-03-06)

B. Non-Conforming Uses. Lawful non-conforming uses or structures, with the exception of non-conforming residential structure(s), may continue in use but shall not be enlarged, expanded, extended, or otherwise modified, except for required repair and maintenance. Any proposed expansion or alteration of non-conforming uses and/or structures shall be in full compliance with all requirements of this Code. Lawful non-conforming residential uses and structures may be continued and re-established as designated herein, except RV units used as dwelling units, and may be expanded on a parcel if such expansion occurs in compliance with the existing Land Development Code and the Florida Building Code. (Ord. # 2006-023, 10-03-06)

Use of non-conformities shall be subject to the following conditions:

1. Where a non-conforming structure is located wholly or partially in the required setback from an abutting right-of-way, the Planning Director may waive the required setbacks to allow for alteration of said structure, or re-establishment/re-placement of a non-conforming residential structure/use provided such alterations do not enlarge any portions of the non-conforming structure within the required setback. (Ord. # 2006-023, 10-03-06)

2. Provision of required off-street parking or loading spaces is allowed, provided such extension does not involve structural alteration or enlargement of structure(s) containing the non-conforming use in question. (Ord. # 1996-002, 7-2-96)
3. No non-conformity shall be moved, in whole or in part, for any distance whatsoever, to any other location on the same or any other lot unless the entire structure or use shall thereafter conform to the requirements of this Code, the Gadsden County Comprehensive Plan, and any Code adopted by reference. Said restriction shall not apply to a pre-existing non-conforming residential structure(s)/uses provided that such structure(s)/uses are moved on a lot or parcel in compliance with required building setbacks. (Ord. # 2006-023, 10-03-06)
4. No use or structure which is accessory to a principal lawful non-conforming use or structure shall continue after such principal use or structure shall have ceased or has been terminated. (Ord. # 1996-002, 7-2-96)
5. Redevelopment on non-conforming lots shall be required to incorporate buffers or other measures to mitigate the impacts of the non-conforming use. ~~Non-conforming non-residential uses shall not be grandfathered beyond the term of the existing ownership.~~ (Ord. # 2006-023, 10-03-06)
6. If a non-residential non-conforming use of a structure or use of land ceases, or if that use has been discontinued for a period of ~~one (1)~~ two (2) years as determined by evidence gathered by the Planning and Community Development Growth Management Department, use of the structure, or structure and use of land, shall thereafter conform to the standards of this Code. (Ord. # 2006-023, 10-03-06)
7. A non-conforming residential use or density may be re-established or be replaced if the structure is replaced within two years of removal or date of destruction (i.e. a non-conforming mobile home may be replaced by a replacement mobile home.) No provision of this Code shall prohibit the replacement of a manufactured (mobile) home with a site built home (also see Subsection 5003.E.). (Ord. # 2006-023, 10-03-06)
8. Any proposal to re-establish or replace a non-conforming residential use shall not be construed to supersede regulations of the Florida Department of Health. (Ord. # 2006-023, 10-03-06)
9. Legally authorized construction of any structure whose placement, structural design or intended use is rendered non-conforming by adoption of this Code, and for which the final Certificate of Occupancy has not been issued as of the enactment date, may continue without change. (Ord. # 2006-023, 10-03-06)

Gadsden County Board of County Commission Agenda Request

Date of Meeting: February 5, 2013

Date Submitted: January 23, 2013

To: Honorable Chairman and Members of the Board of County Commission

From: Robert Presnell, County Administrator
Anthony Matheny, Planning & Community Development Director

Subject: First Public Hearing – Ordinance to Amend Subsection 2101 of the Gadsden County Land Development Code (LDC) clarifying facilities permitted as Accessory Uses.

Statement of Issue:

The Planning and Community Development Department (P&CD) is requesting approval of an Ordinance amending Subsection 2101 to clarify that bathroom facilities are permitted in approved accessory uses or structures provided they do not become an ‘ipso facto’ (as an inevitable result) dwelling unit.

Background:

This amendment is to provide clarification that bathroom facilities are permitted in accessory uses and structures. This clarification is necessary since it can be difficult to determine when the addition of various facilities results in the creation of habitable space and an additional dwelling unit.

The Florida Building Code (FBC), the Gadsden County Housing Code and the LDC were consulted to identify when a structure becomes a dwelling. The FBC includes the following definitions:

Dwelling: Any building that contains one or two dwelling units used, intended, or designed to be built, used, rented leased, let or hired out to be occupied, or that are occupied for living purposes.

Dwelling Unit: A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Habitable Space: A space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, screen enclosures, sunroom Categories I, II, and III as defined in the AAMA/NPEA/NSA 2100, storage or utility space and similar areas are not considered habitable spaces.

Per the Gadsden County Housing Code (Chapter 18, Buildings and Building Regulations of the Gadsden County Code of Ordinances):

Dwelling means any building which is wholly or partly used or intended to be used for living or sleeping by human occupants whether or not such building is occupied or vacant; provided, however, that temporary housing shall not be regarded as a dwelling.

The LDC also defines 'Dwelling or Dwelling Unit' as follows:

Dwelling or Dwelling Unit: any building, portion thereof or other enclosed space or areas used as or intended for use as the home of one family, with separate cooking and housekeeping facilities, either permanent or temporary.

Review of these Codes indicates that a bathroom facility alone would not constitute habitable space. However, additional facilities for eating, sleeping, etc. may result in an unpermitted dwelling. Therefore, by allowing bathroom facilities the accessory use or structure would not become a dwelling.

Analysis:

The Local Government Comprehensive Planning and Land Development Regulation Act of 1985, and as amended, provided that the Comprehensive Plan has legal status and no public or private development shall be permitted except in conformity with that Comprehensive Plan. Land use categories for Gadsden County are established in the Comprehensive Plan and Future Land Use element. These land use categories are established and depicted on the future land use map series. These categories are the determinants of permissible activities on any parcel and establish the permitted number of dwelling units per acre.

Whether an accessory use is or will become a dwelling unit is a determination made by the Building Official in consultation with the Florida Building Code & Gadsden County Code of Ordinances (Section 1205, LDC). However, it is arguable that in some cases a kitchen and a bathroom would be desirable in an accessory building. In those cases, perhaps the applicant could file an appeal of the Building Official's decision to the Board of County Commission and/or request a waiver from the strict requirements.

Land Development Code (LDC) required standards:

Pursuant to Subsection 7407.B after confirming, amending, or reversing the recommendations of the Planning Commission, the County Commission may then enact or defeat an ordinance on all or part of the proposed legislative action under consideration.

Planning Commission:

The Gadsden County Planning Commission reviewed the request on December 13, 2012. A motion was made by Commissioner Gail Bridges-Bright and seconded by Commissioner Mari VanLandingham. The motion passed unanimously with seven votes in favor and 0 votes opposed.

BOCC Requested Action:

Options:

1. Recommend approval by Ordinance for a text amendment amending Subsection 2101 of the Gadsden County Land Development Code to clarify that bathroom facilities are permitted in approved accessory uses or structures.
2. Recommend Denial of adoption by Ordinance of a text amendment amending Subsection 2101 of the Gadsden County Land Development clarifying that bathroom facilities are permitted in approved accessory uses or structures.
3. Discretion of the Planning Commission.

Planning & Community Development Department Recommendation:

Option #1

Attachments:

1. Public Notice
2. 'Draft' Ordinance 2013-XX

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN to all concerned that the **Gadsden County Board of County Commissioners** at their regularly scheduled meeting on Tuesday, February 5, 2013 at 6:00 p.m. intends to hear at first reading:

Public Hearing – A first reading of an Ordinance to adopt amendments to Sections 2101 of the Gadsden County Land Development Code pertaining to Accessory Uses, providing clarifying language, as indicated in the Ordinance title:

AN ORDINANCE AMENDING CHAPTER 2, DEFINITIONS, AND INTERPRETATION, SUBSECTION 2101, GENERALLY, ACCESSORY USE OR STRUCTURE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The public hearing will be held in the County Commission chambers located at 7 E. Jefferson Street, Quincy, FL. Persons wishing to review the agenda packet for the above project may review it on the County website at gadsdengov.net or come to the Planning & Community Development Department at 1B E. Jefferson St., Quincy, FL.

A public hearing for a second reading and final adoption will be held February 19, 2013.

In accordance with the Americans with Disabilities Acts, persons needing assistance in obtaining any information from the County or attending the public hearing should contact the County by communicating with the Planning and Community Development at (850) 875-8663 at least 48 hours prior to the hearing.

If any person wishes to appeal any decision made with respect to this matter at the public hearing, they will need to ensure that a verbatim record of the proceedings is made recording the testimony and evidence presented.

ORDINANCE 2013-

AN ORDINANCE AMENDING CHAPTER 2, DEFINITIONS, AND INTERPRETATION, SUBSECTION 2101, GENERALLY, ACCESSORY USE OR STRUCTURE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Whereas, it has been reported that bathroom facilities have not always been permitted in agricultural and accessory structures. This amendment provides language in the Gadsden County Land Development Code clarifying that such facilities will continue to be permitted in accessory uses and structures provided they do not become a component of an unlawful dwelling unit.

Whereas, this ordinance propose clarifying language in the definition of accessory uses or structures that bathroom facilities are allowed in an approved accessory use or structure provided that they do not become an 'ipso facto' dwelling unit and/or trigger the dwelling unit threshold for the purpose of calculating density in compliance with the Gadsden County Comprehensive Plan; and,

Whereas, the proposed ordinance will facilitate development that will be in compliance to the Gadsden County Comprehensive Plan and Land Development Code to the greatest extent possible; and,

Whereas, the provisions of this ordinance are in no way are intended to allow for the establishment of non-conforming uses, structures, or densities but to allow for the development of structures compliant with the Gadsden County Comprehensive Plan and the Gadsden County Land Development Code.

NOW, THEREFORE, THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, HEREBY ORDAINS BY ADDING THE FOLLOWING LANGUAGE TO THE GADSDEN COUNTY LAND DEVELOPMENT CODE AS FOLLOWS:

Chapter 2. DEFINITIONS AND INTERPRETATIONS

Section 2100. DEFINITIONS

Subsection 2102. Specifically

Accessory use or structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to the principal use or structure. Bathroom facilities are permitted in accessory structures provided such space is not utilized as a dwelling unit or habitable space pursuant to the Florida Building Code. However, an accessory use or structure may only be converted to habitable space for the purposes of calculating density in compliance with the Comprehensive Plan & Land Development Code.

Section 2: SEVERABILITY

The sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable so that if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other section, subsection, paragraph, sentence, clause and phrase of this Ordinance.

Section 3: EFFECTIVE DATE; FILING WITH DEPARTMENT OF STATE

This Ordinance shall take effect upon filing with the Department of State.

DULY PASSED AND ADOPTED BY a vote of ___ to ___ by the Board of County Commissioners of Gadsden County, Florida, this the ___ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF GADSDEN COUNTY, FLORIDA

By: _____
Douglas Croley, Chairman

Nicholas Thomas
Clerk of the Circuit Court

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Accessory Use & Facilities.docx

Gadsden County Board of County Commission Agenda Request

Date of Meeting: February 5, 2013

Date Submitted: January 23, 2013

To: Honorable Chairman and Members of the Board of County Commission

From: Robert Presnell, County Administrator
Anthony Matheny, Planning & Community Development Director

Subject: First Public Hearing – Ordinance to Revise Subsection 5605, Standards for Sidewalks, Pedways, Bicycle Facilities of the Gadsden County Land Development Code and add Subsection 5605.D Sidewalk Fee-in-Lieu Provisions.

Statement of Issue:

The Planning and Community Development Department (P&CD) is requesting to amend Subsection 5605, Standards for Sidewalks, Pedways, Bicycle Facilities of the Land Development Code (LDC). The amendment is requested to allow the payment of a fee-in-lieu of providing sidewalks under certain circumstances; to allow the establishment of a Sidewalk Fee-in-Lieu Trust Fund; to clarify that churches are exempt if they are not located within or adjacent specified land use categories; and to allow correct some minor scrivener’s errors.

Background:

Gadsden County adopted sidewalk standards and specifications in 2006, with a priority for providing pedestrian access to/from school bus stops, to and from schools and parks and public buildings, to moderate and higher density residential areas and to commercial areas including commercial nodes. Subsection 5605 of the LDC provides the requirements and standards for providing sidewalks in Gadsden County. However, Subsection 5605 does not provide a way for a developer to pay a fee-in-lieu of providing sidewalks under extenuating circumstances.

Analysis:

Sidewalks are required as a condition of the issuance of a building permit for any construction project located in urbanized areas including areas within the urban service boundary or designated rural community boundary that includes the Commercial, Urban Service Areas, Public, some Rural Residential areas, and where the Neighborhood Commercial land use is applied. The proposed amendment clarifies that churches in the Agricultural Land Use are exempt from being required to provide sidewalks.

While Subsection 5605 does allow some exemptions, it does not allow an applicant to choose to pay a fee-in-lieu of providing a sidewalk. Rather than not require sidewalks, the fee-in-lieu allows the collection of funds to construct sidewalks in areas where they are most needed and as prioritized in the Gadsden County Bicycle and Pedestrian Mobility Plan.

Staff found that Leon County, Tampa, and the City of Tallahassee incorporated had addressed fee-in-lieu of providing a sidewalk. The approach adopted includes many of the consideration of the provisions utilized by these local governments.

Land Development Code (LDC) required standards:

Pursuant to Subsection 7407.B after confirming, amending, or reversing the recommendations of the Planning Commission, the County Commission may then enact or defeat an ordinance on all or part of the proposed legislative action under consideration.

Planning Commission:

The Gadsden County Planning Commission reviewed the request December 13, 2012. A motion was made by Commissioner Gail Bridges-Bright, and seconded by Commissioner Regina Davis to approve the item with staff recommended strike thru and underlined changes. (See attachment #3) The item was approved with six votes in favor and one vote opposed. Commissioner Mari VanLandingham opposed the item.

BOCC Requested Action:

Options:

1. Recommend approval by Ordinance of a text amendment to Subsection 5605, Standards for Sidewalks, Pedways, Bicycle Facilities of the LDC consistent with the Gadsden County Bicycle and Pedestrian Facilities Plan and the Traffic Circulation Element of the Future Land Use Element of the Gadsden County
2. Recommend denial of an Ordinance for a text amendment to Subsection 5605, Standards for Sidewalks, Pedways, and Bicycle Facilities of the LDC and identify reasons and/or findings why the amendment should not be approved.
3. Discretion of the Planning Commission.

Planning & Community Development Department Recommendation:

Option #1

Attachments:

1. Public Notice
2. 'Draft' Ordinance 2013-XX w/ Strike-thru & Underline
3. Subsection 5605 w/out Strike-thru & Underline

***Gadsden County Board of County Commission Agenda Request
Land Development Code Amendment, Subsection 5605***

February 5, 2013

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NOTICE OF INTENT

NOTICE IS HEREBY GIVEN to all concerned that the **Gadsden County Board of County Commissioners** at their regularly scheduled meeting on Tuesday, February 5, 2013 at 6:00 p.m. intends to hear at first reading:

Public Hearing – A first reading for an Ordinance to adopt to amend Subsection 5605, Sidewalks, Pedways and Bicycle Facilities of the Land Development Code Standards and to add a new Subsection 5605.D to allow developers to pay a fee-in-lieu of providing sidewalks in specific incidents and to allow the Planning & Community Development Director & Board discretion in reviewing and approving a fee-in-lieu as indicated in the Ordinance title:

AN ORDINANCE AMENDING SUBSECTION 5605, STANDARDS FOR SIDEWALKS, PEDWAYS, AND BICYCLE FACILITIES ; ADDING SUBSECTION 5605.D. 'FEE-IN-LIEU OF SIDEWALKS' PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The public hearing will be held in the County Commission Chambers located at 7 E. Jefferson Street, Quincy, FL. Persons wishing to review the agenda packet for the above project may review it on the County website at gadsdengov.net or come to the Planning & Community Development Department at 1B E. Jefferson St., Quincy, FL.

A public hearing for a second reading and final adoption will be held February 19, 2013.

In accordance with the Americans with Disabilities Acts, persons needing assistance in obtaining any information from the County or attending the public hearing should contact the County by communicating with the Planning and Community Development Department at (850) 875-8663 at least 48 hours prior to the hearing.

If any person wishes to appeal any decision made with respect to this matter at the public hearing, they will need to ensure that a verbatim record of the proceedings is made recording the testimony and evidence presented.

ORDINANCE 2013-_____

AN ORDINANCE AMENDING SUBSECTION 5605, STANDARDS FOR SIDEWALKS, PEDWAYS, AND BICYCLE FACILITIES ; ADDING SUBSECTION 5605.D. 'FEE-IN-LIEU OF SIDEWALKS' PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Whereas, pursuant to Subsection 5605 of the Gadsden County Land Development Code, it is the intent that the standards and specifications herein shall apply to the development of public and private sidewalks, pedway, and joint bikeway/pedestrian facilities constructed and reconstructed in the County; and,

Whereas, the priority for providing sidewalks is to provide pedestrian access to/from school bus stops, to and from schools and parks and public buildings, to moderate and higher density residential areas and to commercial areas including commercial nodes or areas eligible for the Neighborhood Commercial overlay; and,

Whereas, it may not always be feasible due to terrain or not feasible due to location to construct a sidewalk in the immediate planning horizon; and

Whereas, Subsection 5605, 'Standards for Sidewalks, Pedways, and Bicycle Facilities' of the Land Development Code does not contain the option of paying a 'fee-in-lieu' of providing sidewalks; and,

Whereas, the proposed amendment will allow the Planning and Community Development Director or Board of County Commissioners the minimum flexibility necessary to allow the payment of a fee-in-lieu to contribute towards construction of a sidewalk where most needed in the County in compliance with the Gadsden County Land Development Code, Comprehensive Plan and Bicycle and Pedestrian Facilities Master Plan.

SECTION 1: APPROVAL OF AMENDMENT

NOW, THEREFORE, THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, HEREBY ORDAINS TO ADOPT AMENDMENTS TO

SUBSECTION 5605, STANDARDS FOR SIDEWALKS, PEDWAYS, AND BICYCLE FACILITIES AND TO ADD A NEW SUBSECTION 5605.D, 'FEE-IN-LIEU OF SIDEWALK' PROVISION AS INDICATED IN ATTACHMENT 'A'.

SECTION 2: SEVERABILITY

The sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable so that if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other section, subsection, paragraph, sentence, clause and phrase of this Ordinance.

SECTION 3: EFFECTIVE DATE; FILING WITH DEPARTMENT OF STATE

This Ordinance shall take effect upon filing with the Department of State.

DULY PASSED AND ADOPTED BY a vote of ___ to ___ by the Board of County Commissioners of Gadsden County, Florida, this the ___ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF GADSDEN COUNTY, FLORIDA

By: _____
Douglas Croley, Chairman

Nicholas Thomas
Clerk of the Circuit Court

Attachment – 'A' FOR SUBSECTION 5605, STANDARDS FOR SIDEWALKS, PEDWAYS, AND BICYCLE FACILITIES; AND, NEW SUBSECTION 5605.D SIDEWALK FEE-IN-LIEU PROVISIONS

~~Strike thru~~ = Remove Language
Underline = Add New Language

Attachment 'A'

Subsection 5605. Standards for Sidewalks, Pedways, and Bicycle Facilities

A. General intent and applicability.

1. *Intent.* It is the intent that the standards and specifications herein shall apply to the development of public and private sidewalks, pedway, and joint bikeway/pedestrian facilities constructed and reconstructed in the County. The priority for providing sidewalks is to provide pedestrian access to/from school bus stops, to and from schools and parks and public buildings, to moderate and higher density residential areas and to commercial areas including commercial nodes or areas eligible for the Neighborhood Commercial overlay.

(Ord. # 2006-017, 5-16-06)

2. *Applicability.* As a condition of the issuance of a building permit for any construction project located in urbanized areas including areas within any designated urban service boundary or designated rural community boundary which include the following land uses categories:

- Commercial;
- Urban Service Area;
- Public;
- Rural Residential land use category where residential density is developed on lots of one unit per acre or less; and
- In areas within the Rural Residential land use category where the Neighborhood Commercial land use is applied.

The County shall require the developer to construct a sidewalk, pedway (pedestrian ways), and/or bicycle facility, along the development project street frontage(s) at the time of development or pay a fee-in-lieu of. Sidewalks along individual lots within a major or minor subdivision shall be constructed prior to completion of the subdivision or the issuance of a certificate of occupancy for each lot. Sidewalks adjacent to or within common area tracts shall be constructed at the time of subdivision improvement construction.

(Ord. # 2006-017, 5-16-06)

3. *Exemptions.* Not all areas are suitable or practical for the placement of sidewalks and thus are exempt from having to provide a sidewalk facility. These include the following:

- Private and/or minor subdivisions (local streets only).
- Cul de sacs of less than three hundred feet (300') in length.

Gadsden County Land Development Code (LDC)
Proposed Revisions (Strike & Add)

~~Strike thru~~ = Remove Language

Underline = Add New Language

- Developments with an internal integrated alternative pedestrian system.
- Isolated ~~p~~Public uses, institutional uses (churches) and ~~c~~Commercial uses not within or adjacent to the Urban Service Area, Commercial, Rural Residential or Public Future Land Uses Categories.
- Where a deep ditch, grade or environmentally sensitive lands would prohibit reasonable construction of such a facility and where a sidewalks could not be constructed within an access easement adjacent to the right-of-way.
- Within a railroad right-of-way.
- Within platted developed areas or adjacent to undeveloped lots (vacant lots) within an existing recorded or unrecorded subdivision, unless a site is slated for redevelopment or re-platting, or in an area mostly developed as a uniform metes and bounds subdivided area established prior to the adoption of this Ordinance (May 16, 2006).

(Ord. # 2006-017, 5-16-06)

C. Design Standards

All development in any delineated Urban Services Boundary and in the USA, Commercial, Public, Neighborhood Commercial overlay, active Recreational land use categories, Public land uses in other land use categories and all lots within subdivisions in the Rural Residential land use category with lots of one (1) acre or less in size approved after the date of adoption of this ordinance (May 16, 2006) shall provide sidewalks on at least one side of interior and exterior streets or pay a fee-in-lieu of. These types of facilities are encouraged to provide circulation to schools, parks, commercial nodes, other transportation facilities, other community facilities, and within designated greenways. Easements shall be of sufficient width to permit construction, reconstruction and maintenance of the sidewalk/pedway facility.

(Ord. # 2006-017, 5-16-06)

1. *Location of sidewalks and pedways.* All sidewalks shall be placed within a right-of-way and preferably at the inside edge of the right-of-way unless prevented due to the presence of steep slopes, swales, large trees or other obstacles, but should be placed away from the edge of pavement, particularly along higher speed roadways. Whenever this is not possible, sidewalk and pedestrian facilities shall be provided through the creation of access easement(s). Separate pedestrian and bicycle access right-of-ways or easements not within existing street rights-of-way or easements shall not be less than twelve feet (12') wide. At least five feet (5') and up to eight feet (8') of the right-of-way shall be paved or stabilized depending on possible users, at the discretion of the County ~~E~~ngineer or Planning & Community Development Growth Management Director, where deemed essential to provide circulation or access to schools, parks, commercial uses, other transportation facilities, and other community facilities.

Gadsden County Land Development Code (LDC)
Proposed Revisions (Strike & Add)

~~Strike thru~~ = Remove Language
Underline = Add New Language

Sidewalks in residential areas shall be located a minimum of three feet (3') from the back of the curb along collector and local streets and as close as possible to the right-of-way line along arterial streets. In access easements, when topography, etc. does not allow for placement in the right-of-way, sidewalks may be permitted within adjacent access easements with sufficient width to allow for construction and maintenance of the facility.

(Ord. # 2006-017, 5-16-06)

2. *Required sidewalk and pedways widths.* All sidewalks shall be at least five feet (5') in width, and at least six feet (6') in width when located along the back of the curb. ~~A~~ Ssidewalks shall be constructed on both sides of the roadway along arterial and collector streets. The pedestrian way shall be free of all obstructions. Sidewalks shall be required along only one side of local streets. Bi-directional pedestrian and bicycle ways (pedways) not located adjacent to or parallel to streets within street rights-of way shall be at least eight feet (8') wide. This facility shall be paved and provide a two foot (2') clear zone with no obstructions such as poles, trees, utility structures, guy wires, etc., on either side of the facility.

(Ord. # 2006-017, 5-16-06)

3. *Distance of sidewalks from street right-of-way line.* ~~When possible all~~ Ssidewalks must be located within the street right-of-way and placed within six inches (6") in the street right-of-way from the property lot line, unless a variation is permitted by the Planning & Community Development Growth Management Director for extenuating circumstances due to the presence of steep slopes, swales, large trees or other obstacles, ~~but~~ The sidewalk should be placed away from the edge of pavement, particularly along higher speed roadways. ~~However,~~ Sidewalk crossings at intersections (streets and driveways) shall be located in close proximity to the two intersecting streets to provide maximum visibility for pedestrians and motor vehicle operators and ~~where so that~~ pedestrians will not be required to walk behind queued vehicles.

(Ord. # 2006-017, 5-16-06)

4. *Standards for construction of sidewalks shall comply with minimum design standards.*
- a. *Outside edge.* All sidewalks must be constructed so that the outside, or street side, of the sidewalk is one and one-half inches (1 ½") lower than the inside, or side next to the lot.
 - b. *Tamping sub-grades.* All sub-grades of sidewalks shall be tamped until the ground upon which the sidewalk is to be constructed is solid and hard.
 - c. *Minimum uniform thickness.* All sidewalks constructed in the county must have a uniform thickness of not less than four inches (4") and not less than six inches (6") where a street or driveway or other area where motor vehicles cross a sidewalk.

Gadsden County Land Development Code (LDC)
Proposed Revisions (Strike & Add)

~~Strike thru~~ = Remove Language
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- d. *Concrete construction, expansion joint required.* All sidewalks shall be constructed of concrete or asphalt pavement and shall have expansion joints as appropriate for the class of concrete used.
- e. *Finish of surface.* The surface of sidewalks shall be finished smoothly, but with a finish that will not be slick. Appropriate textures shall be required at entrances to crosswalks.

(Ord. # 2006-017, 5-16-06)

5. *Gates opening onto sidewalk.* No gate shall open onto or stand onto any sidewalk in the County. No gate shall open outwards and every gate shall be constructed so as to open inwards.

(Ord. # 2006-017, 5-16-06)

6. *Subdivision/Site plan sidewalks.* The owner of property proposed for subdivision with lots consisting of one (1) acre or less in size, shall be responsible for constructing the pedestrian ways in right-of-ways adjacent to common areas, including tracts, or where not adjacent to platted lots and such pedestrian ways shall be installed prior to the final inspection of the subdivision improvements for the issuance of certificate of completion or acceptance by the county. For non-residential development sidewalk shall connect the buildings ~~site~~ to the public sidewalk. The owner/developer of other types of development shall complete all required sidewalks prior to final inspection of site improvements for the issuance of a certificate of completion/occupancy. (Also see Subsection 6100.A.)

(Ord. # 2006-017, 5-16-06)

7. *Connections at intersections required.* Each pedestrian way or sidewalk shall extend to a curb cut at all street intersections which provide access connection to the pedestrian way or sidewalk from the street. All access connection shall provide handicapped accessible ramps consistent with requirements to implement the Americans with Disabilities Act (ADA); 42 USC Section 12101 et seq. All pedestrian ways including sidewalks within subdivisions shall be constructed in accordance with the provisions set forth herein and in Section 6100. (If the parcel terminates at a street intersection and a sidewalk is located across the street, then a sidewalk will be required to connect with the sidewalk located across the street.)

8. *Bicycle lane design standards.* Bicycle ways shall be provided within the curb lane of new arterial and collector streets and reconstructed arterial and collector streets within designated Urban Service Boundaries and shall be no less than four feet (4') in width measured from the inside edge of curb towards the centerline of the road. Such facilities shall be marked and signed by the contractor/developer in accordance with the Florida Department of Transportation adopted standards in effect on the date of construction plan approval. Rural roadways may be substituted with a four foot (4') wide paved shoulders.

(Ord. # 2006-017, 5-16-06)

Gadsden County Land Development Code (LDC)
Proposed Revisions (Strike & Add)

~~Strike thru~~ = Remove Language
Underline = Add New Language

9. *Connection to school bus or transit stops required.* All development must provide, to and from designated school or transit station stops, sidewalks and/or pedestrian ways which provide interconnected routes to the public and private pedestrian way system. Where such school bus or transit station stops are located, additional sidewalk and/or pedestrian way width may be required to provide for the construction of a shelter/bench and provide adequate width for anticipated pedestrian volumes and users.

(Ord. # 2006-017, 5-16-06)

D. 'Fee-in-lieu of Sidewalk' Provision. If a sidewalk is required under Subsection 5605.A of this Code, but the construction of the sidewalk is determined not to be practical then the property owner or permit applicant shall make a contribution to the applicable "sidewalk trust fund" in lieu of constructing the required sidewalk.

1. The amount of contribution shall be determined by multiplying the linear feet of that parcel's street frontage(s)(minus the width of any paved driveway and/or driveway apron) times the per linear foot contribution fee established by the Board of County Commissioners based on the average of three separate estimates.
2. The decision that the construction of a sidewalk is "not practical" shall be made by the Planning & Community Development Director or Board of County Commissioners, depending on the level of review. The Planning and Community Development or designee shall be authorized to administer and provided interpretations regarding the implementation and administration of this section.
3. Process and criteria for approval. In order to approve payment of a fee- in-lieu of sidewalk construction, the developer shall submit a formal request with sufficient documentation to the Planning & Community Development Department. Depending on the level of review, the applicable approval body shall consider the criteria below in making a decision to apply the fee-in-lieu and may approve the request if it finds that one or more of the following criteria have been met:
 - a. Whether there is no existing sidewalk to which the proposed sidewalk can connect and it is unlikely that there will be additional development nearby which will require the construction of additional sidewalk(s); or
 - b. Whether a sidewalk cannot be constructed without removing a protected tree(s); or
 - c. Whether a stormwater drainage ditch or similar public utility facility prevents the construction of a sidewalk and neither the facility nor the proposed sidewalk can be reasonably relocated or altered to accommodate both the facility and the sidewalk; or
 - d. Whether or not other unique or peculiar circumstances exist on a given parcel or development.
 - e. Whether construction of the sidewalk has already been scheduled by its inclusion in the approved transportation improvement plan, the approved capital budget, the Gadsden County Bicycle & Pedestrian Facilities Master

Gadsden County Land Development Code (LDC)
Proposed Revisions (Strike & Add)

~~Strike thru~~ = Remove Language
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- Plan, a state- or federally funded project or a development agreement executed pursuant to F.S. 163.3221.
- f. The affected development site lies within a subdivision recorded prior to May 16, 2006 that does not presently have sidewalks; or
 - g. The construction of a sidewalk from the interior of the site connecting to the public sidewalk system along and parallel to street frontage, when the site is located within an Industrial, Mining district and would be unlikely to generate pedestrian accessibility or demand.
4. Sidewalk Fee-in-Lieu Trust Fund. In those cases where a fee in-lieu is approved, the following provisions shall apply:
- a. The developer shall pay a fee in-lieu to the applicable sidewalk area trust fund account, based upon project location, prior to receiving final approval for the development.
 - b. The fee to be applied shall be adopted by resolution of the Board of County Commissioners.
 - c. Fee-in-lieu collected shall be held in a county-wide trust fund account to be used to construct sidewalks county-wide as needed. Any fees paid in-lieu of sidewalk construction associated with an individual development project not expended within a period of fifteen (15) years from the date of collection shall be refunded to the payer. It shall be the responsibility of the payer to provide the County with a current address. Should the County be unable to locate the payer the fees shall remain in the trust fund account.

Subsection 5605. Standards for Sidewalks, Pedways, and Bicycle Facilities

A. General intent and applicability.

1. *Intent.* It is the intent that the standards and specifications herein shall apply to the development of public and private sidewalks, pedway, and joint bikeway/pedestrian facilities constructed and reconstructed in the County. The priority for providing sidewalks is to provide pedestrian access to/from school bus stops, to and from schools and parks and public buildings, to moderate and higher density residential areas and to commercial areas including commercial nodes or areas eligible for the Neighborhood Commercial overlay.

(Ord. # 2006-017, 5-16-06)

2. *Applicability.* As a condition of the issuance of a building permit for any construction project located in urbanized areas including areas within any designated urban service boundary or designated rural community boundary which include the following land uses categories,:

- Commercial;
- Urban Service Area;
- Public;
- Rural Residential land use category where residential density is developed on lots of one unit per acre or less; and
- In areas within the Rural Residential land use category where the Neighborhood Commercial land use is applied.

The County shall require the developer to construct a sidewalk, pedway (pedestrian ways), and/or bicycle facility, along the development project street frontage(s) at the time of development or pay a fee-in-lieu of. Sidewalks along individual lots within a major or minor subdivision shall be constructed prior to completion of the subdivision or the issuance of a certificate of occupancy for each lot. Sidewalks adjacent to or within common area tracts shall be constructed at the time of subdivision improvement construction.

(Ord. # 2006-017, 5-16-06)

3. *Exemptions.* Not all areas are suitable or practical for the placement of sidewalks and thus are exempt from having to provide a sidewalk facility. These include the following:

- Private and/or minor subdivisions (local streets only).
- Cul de sacs of less than three hundred feet (300') in length.
- Developments with an internal integrated alternative pedestrian system.
- Isolated public uses, institutional uses (churches) and commercial uses not within or adjacent to the Urban Service Area, Commercial, Rural Residential or Public Future Land Uses Categories.

- Where a deep ditch, grade or environmentally sensitive lands would prohibit reasonable construction of such a facility and where a sidewalks could not be constructed within an access easement adjacent to the right-of-way.
- Within a railroad right-of-way.
- Within platted developed areas or adjacent to undeveloped lots (vacant lots) within an existing recorded or unrecorded subdivision, unless a site is slated for redevelopment or re-platting, or in an area mostly developed as a uniform metes and bounds subdivided area established prior to the adoption of this Ordinance (May 16, 2006).

(Ord. # 2006-017, 5-16-06)

C. Design Standards

All development in any delineated Urban Services Boundary and in the USA, Commercial, Public, Neighborhood Commercial overlay, active Recreational land use categories, Public land uses in other land use categories and all lots within subdivisions in the Rural Residential land use category with lots of one (1) acre or less in size approved after the date of adoption of this ordinance (May 16, 2006) shall provide sidewalks on at least one side of interior and exterior streets or pay a fee-in-lieu of. These types of facilities are encouraged to provide circulation to schools, parks, commercial nodes, other transportation facilities, other community facilities, and within designated greenways. Easements shall be of sufficient width to permit construction, reconstruction and maintenance of the sidewalk/pedway facility.

(Ord. # 2006-017, 5-16-06)

1. *Location of sidewalks and pedways.* All sidewalks shall be placed within a right-of-way and preferably at the inside edge of the right-of-way unless prevented due to the presence of steep slopes, swales, large trees or other obstacles, but should be placed away from the edge of pavement, particularly along higher speed roadways. Whenever this is not possible, sidewalk and pedestrian facilities shall be provided through the creation of access easement(s). Separate pedestrian and bicycle access right-of-ways or easements not within existing street rights-of-way or easements shall not be less than twelve feet (12') wide. At least five feet (5') and up to eight feet (8') of the right-of-way shall be paved or stabilized depending on possible users, at the discretion of the County Engineer or Planning & Community Development Director, where deemed essential to provide circulation or access to schools, parks, commercial uses, other transportation facilities, and other community facilities.

Sidewalks in residential areas shall be located a minimum of three feet (3') from the back of the curb along collector and local streets and as close as possible to the right-of-way line along arterial streets. In access easements, when topography, etc. does not allow for placement in the right-of-way, sidewalks may be permitted within adjacent access easements with sufficient width to allow for construction and maintenance of the facility.

(Ord. # 2006-017, 5-16-06)

2. *Required sidewalk and pedways widths.* All sidewalks shall be at least five feet (5') in width, and at least six feet (6') in width when located along the back of the curb. Sidewalks shall be constructed on both sides of the roadway along arterial and collector streets. The pedestrian way shall be free of all obstructions. Sidewalks shall be required along only one side of local streets. Bi-directional pedestrian and bicycle ways (pedways) not located adjacent to or parallel to streets within street rights-of way shall be at least eight feet (8') wide. This facility shall be paved and provide a two foot (2') clear zone with no obstructions such as poles, trees, utility structures, guy wires, etc., on either side of the facility.

(Ord. # 2006-017, 5-16-06)

3. *Distance of sidewalks from street right-of-way line.* Sidewalks must be located within the street right-of-way and within six inches (6") from the property line, unless a variation is permitted by the Planning & Community Director for extenuating circumstances due to the presence of steep slopes, swales, large trees or other obstacles. The sidewalk should be placed away from the edge of pavement, particularly along higher speed roadways Sidewalk crossings at intersections (streets and driveways) shall be located in close proximity to the two intersecting streets to provide maximum visibility for pedestrians and motor vehicle operators and so that pedestrians will not be required to walk behind queued vehicles.

4. *Standards for construction of sidewalks shall comply with minimum design standards.*

- a. *Outside edge.* All sidewalks must be constructed so that the outside, or street side, of the sidewalk is one and one-half inches (1 1/2") lower than the inside, or side next to the lot.
- b. *Tamping sub-grades.* All sub-grades of sidewalks shall be tamped until the ground upon which the sidewalk is to be constructed is solid and hard.
- c. *Minimum uniform thickness.* All sidewalks constructed in the county must have a uniform thickness of not less than four inches (4") and not less than six inches (6") where a street or driveway or other area where motor vehicles cross a sidewalk.
- d. *Concrete construction, expansion joint required.* All sidewalks shall be constructed of concrete or asphalt pavement and shall have expansion joints as appropriate for the class of concrete used.
- e. *Finish of surface.* The surface of sidewalks shall be finished smoothly, but with a finish that will not be slick. Appropriate textures shall be required at entrances to crosswalks.

(Ord. # 2006-017, 5-16-06)

5. *Gates opening onto sidewalk.* No gate shall open onto or stand onto any sidewalk in the County. No gate shall open outwards and every gate shall be constructed so as to open inwards.

(Ord. # 2006-017, 5-16-06)

6. *Subdivision/Site plan sidewalks.* The owner of property proposed for subdivision

with lots consisting of one (1) acre or less in size, shall be responsible for constructing the pedestrian ways in right-of-ways adjacent to common areas, including tracts, or where not adjacent to platted lots and such pedestrian ways shall be installed prior to the final inspection of the subdivision improvements for the issuance of certificate of completion or acceptance by the county. For non-residential development sidewalk shall connect the buildings to the public sidewalk. The owner/developer of other types of development shall complete all required sidewalks prior to final inspection of site improvements for the issuance of a certificate of completion/occupancy-(Also see Subsection 6100.A.).

(Ord. # 2006-017, 5-16-06)

7. *Connections at intersections required.* Each pedestrian way or sidewalk shall extend to a curb cut at all street intersections which provide access connection to the pedestrian way or sidewalk from the street. All access connection shall provide handicapped accessible ramps consistent with requirements to implement the Americans with Disabilities Act (ADA), 42 USC Section 12101 et seq. All pedestrian ways including sidewalks within subdivisions shall be constructed in accordance with the provisions set forth herein and in Section 6100. (If the parcel terminates at a street intersection and a sidewalk is located across the street, then a sidewalk will be required to connect with the sidewalk located across the street.)
8. *Bicycle lane design standards.* Bicycle ways shall be provided within the curb lane of new arterial and collector streets and reconstructed arterial and collector streets within designated Urban Service Boundaries and shall be no less than four feet (4') in width measured from the inside edge of curb towards the centerline of the road. Such facilities shall be marked and signed by the contractor/developer in accordance with the Florida Department of Transportation adopted standards in effect on the date of construction plan approval. Rural roadways may be substituted with a four foot (4') wide paved shoulders.

(Ord. # 2006-017, 5-16-06)

9. *Connection to school bus or transit stops required.* All development must provide, to and from designated school or transit station stops, sidewalks and/or pedestrian ways which provide interconnected routes to the public and private pedestrian way system. Where such school bus or transit station stops are located, additional sidewalk and/or pedestrian way width may be required to provide for the construction of a shelter/bench and provide adequate width for anticipated pedestrian volumes and users.

(Ord. # 2006-017, 5-16-06)

D. *'Fee-in-lieu of Sidewalk' Provision.* If a sidewalk is required under Subsection 5605.A of this Code, but the construction of the sidewalk is determined not to be practical then the property owner or permit applicant shall make a contribution to the applicable "sidewalk trust fund" in lieu of constructing the required sidewalk.

1. The amount of contribution shall be determined by multiplying the linear feet of that parcel's street frontage(s)(minus the width of any paved driveway and/or driveway apron) times the per linear foot contribution fee established by the

2. Board of County Commissioners based on the average of three separate estimates.
3. The decision that the construction of a sidewalk is "not practical" shall be made by the Planning & Community Development Director or Board of County Commissioners, depending on the level of review. The Planning and Community Development or designee shall be authorized to administer and provided interpretations regarding the implementation and administration of this section.
4. Process and criteria for approval. In order to approve payment of a fee-in-lieu of sidewalk construction, the developer shall submit a formal request with sufficient documentation to the Planning & Community Development Department. Depending on the level of review, the applicable approval body shall consider the criteria below in making a decision to apply the fee-in-lieu and may approve the request if it finds that one or more of the following criteria have been met:
 - a. Whether there is no existing sidewalk to which the proposed sidewalk can connect and it is unlikely that there will be additional development nearby which will require the construction of additional sidewalk(s); or
 - b. Whether a sidewalk cannot be constructed without removing a protected tree(s); or
 - c. Whether a stormwater drainage ditch or similar public utility facility prevents the construction of a sidewalk and neither the facility nor the proposed sidewalk can be reasonably relocated or altered to accommodate both the facility and the sidewalk; or
 - d. Whether or not other unique or peculiar circumstances exist on a given parcel or development.
 - e. Whether construction of the sidewalk has already been scheduled by its inclusion in the approved transportation improvement plan, the approved capital budget, the Gadsden County Bicycle & Pedestrian Facilities Master Plan, a state- or federally funded project or a development agreement executed pursuant to F.S. 163.3221.
 - f. The affected development site lies within a subdivision recorded prior to May 16, 2006 that does not presently have sidewalks; or
 - g. The construction of a sidewalk from the interior of the site connecting to the public sidewalk system along and parallel to street frontage, when the site is located within an Industrial, Mining district and would be unlikely to generate pedestrian accessibility or demand.
5. Sidewalk Fee-in-Lieu Trust Fund. In those cases where a fee in-lieu is approved, the following provisions shall apply:
 - a. The developer shall pay a fee in-lieu to the applicable sidewalk area trust fund account, based upon project location, prior to receiving final approval for the development.
 - b. The fee to be applied shall be adopted by resolution of the Board of County Commissioners.

- c. Fee-in-lieu collected shall be held in a county-wide trust fund account to be used to construct sidewalks county-wide as needed. Any fees paid in-lieu of sidewalk construction associated with an individual development project not expended within a period of fifteen (15) years from the date of collection shall be refunded to the payer. It shall be the responsibility of the payer to provide the County with a current address. Should the County be unable to locate the payer the fees shall remain in the trust fund account.

\\Gadsden1\planning & zoning\Land Development Code Amendments\LDR Amendments 2012\Sidewalks\Subsection 5605 Sidewalks Amended.docx

Board of County Commissioners Agenda Request

Date of Meeting: February 5, 2013

Date Submitted: January 17, 2013

To: Honorable Chairman and Members of the Board

From: Robert Presnell, County Administrator
Charles Chapman, Public Works Director

Subject: Adoption of 2013 Legislative Program

Statement of Issue:

This agenda item seeks Board adoption of the 2013 Legislative Program.

Background:

Previously, Gadsden County has presented a collaborative legislative priorities platform to its Florida State Legislative Delegation. The purpose of this platform is to present an accessible competitive position to our collective delegation for representation and advocacy in the 2013 State of Florida Legislative Session.

Analysis:

The attached legislative platform provides an easy to read advocacy guide to provide direction and goals for a successful 2013 Florida Legislative Session.

This document has been constructed from previous legislative platforms as well as a review and inclusion of the Small County Coalition 2013 Legislative Program.

Fiscal Impact:

Successful funding from any legislative issues that Gadsden County receives in the 2013 Legislative Session will have a tremendous and positive impact on the services provided to the residents of Gadsden County.

Options:

1. Approval of the 2013 Legislative Program
2. Provide staff with other direction.

County Administrator's Recommendation:

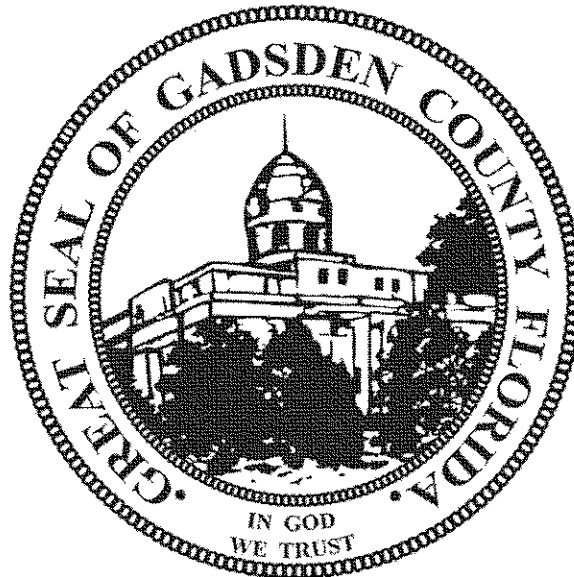
Option # 1

Attachments:

1. DRAFT Gadsden County 2013 Legislative Priorities

THE 2013 LEGISLATIVE PRIORITIES

OF THE
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
INCLUDING
LEGISLATIVE ISSUES EXPRESSED BY:
GADSDEN COUNTY LOCAL GOVERNMENTS AND COMMUNITY INTERESTS



ADOPTED BY THE
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

Commissioner Eric Hinson-Vice Chairman-District 1
Commissioner Douglas Croley- Chairman-District 2
Commissioner Gene Morgan-District 3
Commissioner Brenda Holt-District 4
Commissioner Sherrie Taylor-District 5

THE GADSDEN COUNTY LEGISLATIVE DELEGATION

Senator Bill Montford
Representative Marti Coley
Representative Michelle Rehwinkel-Vasilinda
Representative Alan Williams

Preface

The primary interest of the Gadsden County Board of County Commissioners is to meet the needs of the public through high-quality efficient governmental services.

The issues and comments reflected in the 2013 Legislative Program for Gadsden County are intended to protect, promote and benefit programs and areas of funding that are important to providing services to the citizens of Gadsden County.

Gadsden County receives significant support through various revenue programs and grants that are critical to our day to day operations.

The Gadsden County Board of County Commissioners is keenly aware of the current economic conditions and understands funding opportunities are limited for special requests.

The Gadsden County Board of County Commissioners understands that revenue estimates have been reduced and steps are necessary to reduce current budgetary expenditures. No specific Community Budget Requests are being submitted.

The Gadsden County Board of County Commissioners requests, if circumstances arise and if revenue opportunities present themselves, that our priorities and programs be considered.

The Gadsden County Board of County Commissioners is appreciative of all of the support and efforts that will be provided on our behalf and pledge to give our best effort to stand with the Florida Legislature to overcome the problems posed during these uncertain and unstable economic conditions.

Introduction

The members of the Gadsden County Board of County Commissioners acknowledge the outstanding support that our community has received from the State of Florida. The Gadsden County Legislative Delegation has been very effective in conveying the challenges faced in Gadsden County throughout the legislative process. We have faith-in and support-for our delegates as we move forward into the 2013 Legislative Session. The Gadsden County Board of County Commissioners is appreciative of all of the support and pledges our best effort to stand with the Gadsden County Legislative Delegation as the Florida Legislature deals with the problems posed by the current economic conditions.

Providing Quality and Efficient Services

It is the interest of Gadsden County to provide quality and efficient services. We understand that current revenue sources are not sufficient to fund all of the proposals and some beneficial programs will have to wait for better economic times. However, we would like to encourage our Legislative Delegation to be open, if funding comes available, to the initiatives expressed in our 2013 Legislative Priorities. Should funding opportunities arise, we are postured to use any additional revenue wisely and efficiently.

MAJOR LEGISLATIVE OBJECTIVES

- *Oppose Privatization of Florida State Hospital;*
- *Provide Funding in High Priority Need Areas (i.e. Transportation, Parks, Infrastructure, Public Safety, and Health Care);*
- *Ensure Effectiveness of Economic Development Efforts; Stimulate Employment Growth; and Target Actions to Protect Against Job Losses or Economic Instability;*
- *Oppose Proposals that Shift Cost from State to Local level and Oppose Actions that Increase Local Costs; and*
- *Identify and Eliminate, Waive, Delay, or Mitigate Requirements, Regulations, Mandated Criteria, Reports, Studies, or other requirements not critical to operations, and/or have unintended consequences, and result in increased local spending.*
- *Ensure meaningful local involvement in State and Regional activities and decisions.*

Priorities to Guide the 2013 Legislative Session

Gadsden County submits the following Legislative Priorities and Policy Proposals for consideration by the Governor, Cabinet Members, Members of the Florida Legislature, the Leadership within State Agencies and, other local, state, and federal interests that might be supportive of Florida's small and rural communities.

- **Protect Revenue Sharing Programs and existing funding for grants programs important to Small Counties and Rural Communities.** (Examples – Funding for Libraries; Transportation Disadvantaged program; Housing Support; Rural Health Programs; Aerial Photography; Small County Water Projects; Courthouse renovations and other infrastructure projects.)
- **Support for Fiscally Constrained Counties** - Gadsden County requests continued support for funding to offset the impact of constitutionally mandated ad valorem exemptions – i.e. Amendment 1; funding to offset for Juvenile Pretrial Detention Costs in Fiscally Constrained Counties; and for funding to offset the impact of the issuance of the Conservation Easement provisions of the Florida Constitution.
- **Protect Current Employment Opportunities by Opposing the Privatization of Florida State Hospital.**
- **Provide Support for key Infrastructure** –Roads, Bridges, Parks, Courthouse Renovations, Water Projects and Libraries.
- **Oppose “One Size Fits All” approaches in addressing statewide issues.**
- **Oppose Unfunded Mandates, Pre-emption of Local Government Authority, or other legislation that would be costly or detrimental to small counties.**
- **Repeal statutory or regulatory requirements or impediments that are overly broad; lack focus and/or unnecessarily increase cost to the public.**
- **Increase Funding for Small County Road Programs - Gadsden County requests that funding for the Small County Road Programs be a priority of the Florida Legislature.**
 - Funding in FY 08-09 for Small County Road Assistance Program (SCRAP) and Small County Outreach Program (SCOP) totaled \$75 million;
 - Funding in FY 09-10 for SCRAP and SCOP totaled \$48 million
 - Funding in FY 10-11 for SCRAP and SCOP totaled \$31.3 million
 - Funding in FY 11-12 for SCRAP and SCOP totaled \$31.3 million
 - Funding in FY12-13 for SCRAP and SCOP totaled \$55.2 million

Gadsden County requests that the Florida Legislature provide a minimum of \$55.2 million in funding for the Small County Road Programs. In addition, the Small County Coalition requests consideration of special funding to support repair or replacement of bridges rated below satisfactory on Department of Transportation inspections.

- **Medicaid County Cost Share.** The history of problems within the County Medicaid Cost-Share program is well documented. These problems were highlighted during the 2012 Legislative Session: however, the legislation passed and removed local county official from

oversight of the Medicaid billings prior to payment and the ability to determine payment methods.

Gadsden County requests the Florida Legislature take steps to remove counties from the Medicaid program. Until counties are removed from the County Medicaid Cost-Share program, Gadsden County requested that it be restored in the review of state billings; that Gadsden County be able to choose which revenue source to pay bills that are owed; and, that an expedited review be established to ascertain accuracy of disputed bills.

- **Rural Health Care:** Gadsden County is aware of the important role that local health departments play in providing critical primary care services in rural areas. The current structure needs to be protected. Funding for health department providing primary health care services in small counties should be protected from budget reductions. Efforts to close the access to health-care gap should be supported.
- **Support Rural Job Creation and Protection of Rural Economic Base:** Gadsden County requests a clear rural job creation strategy within the state economic development job creation plan. This strategy should include -
 - Legislative Flexibility and Regulatory Predictability
 - Organizational realignment of resources in support of rural job creation.
 - Identify and support Emerging Market Opportunities in rural areas.
 - Protect Against Actions that impact local economic stability.

Gadsden County supports the continuation of the State Enterprise Zone program as an important strategic tool utilized in rural areas.

Gadsden County supports the identification of High Value Opportunities for development within state rural initiatives.

Gadsden County supports establishing measureable performance standards to serve as benchmarks for evaluating effectiveness of economic development efforts in rural areas.

Gadsden County supports establishing a Rural Economic Development fund to support high-value opportunities – support infrastructure and providing for funds for key Renovations and Restoration of important local venues.

- **Support Full Funding of the Florida Recreation Development Assistance Program (FRDAP) for the development of Park properties.** This program was unanimously continued by the Florida State Legislature in 2008 by extending the Florida Forever Program. However, since 2008 the Legislature has not funded this program sufficiently. Consistently, FRDAP has in the past received hundreds of applications from county and municipal governments annually who desire and have a growing need to provide park and recreation facilities to serve the growing retirement and children populations of the State of Florida.
- **Meaningful Local Involvement in State Actions Relating to Local Communities -** Gadsden County requests that state agencies provide “Meaningful Local Involvement” when issuing permits, establishing rules, and/or are developing agency actions that impact the local community or communities adjacent to the local community.

Meaningful local involvement would include notifying local officials of agency actions; providing opportunity for local input; providing for a "full cost disclosure"; providing for a complete analysis of impacts to local communities; and provisions for local government to express support or opposition to the proposed actions.

- **Water Policy – Gadsden County supports the current Water Management District structure and is concerned that a shift to a central regulatory body would be insufficient to protect important water concerns of the rural areas.**

Gadsden County recommends the following

- Maintain current water management structure;
 - Continue Local Sources First Philosophy; and
 - Ensure local government participation in water supply availability
- **Oppose Privatization of Public Institutions and Programs – Gadsden County requests that the Florida Legislature oppose the privatization of public programs in small counties.** Efforts to privatize existing public institutions and programs in small counties are of concern. State public institutions and programs are an important part of the economic base of many local communities in Florida's small counties. Privatization proposals that negatively impact the quality of services and local economy are of great concern. Efforts to avoid negative impacts on quality of services, local programs, and local employment base are a priority.
 - **Limit Training and Hiring Mandates -** Small county officials support increased opportunities to enhance professionalism in key program areas through relevant and accessible training opportunities tiered to meet local needs. **Gadsden County requests that the Florida Legislature and State Agencies avoid mandating rigid training and hiring requirements for Local Positions.** Gadsden County requests that the curriculum and time requirements for various training mandates require only relevant material and be tiered to avoid unintended impacts that limit or reduce participation.
 - **Gadsden County increased funding levels for Small County Solid Waste Recycling Grants to implement programs included in FS 403.7032.**
 - **Florida Retirement System –** The Florida Legislature is requested to maintain current provisions and benefits for current employees and retirees participating in the program. Any changes should be applicable only to new hires. Gadsden County strongly opposes the proposal to reduce revenue sharing in the amount of the increased local employee retirement contribution.
 - **Provide Special Project Infrastructure Funding:** Gadsden County requests special funding to address special infrastructure and local projects including: Small County Courthouse Renovations, Emergency Shelter needs, Repair or replacement of bridges rated below satisfactory on DOT inspections Roads, Parks, Water Projects, Libraries, and other non-recurring local priorities

GENERAL GOVERNMENT AND FISCAL POLICY PROPOSALS

Cost Shifts and Increasing Costs

- Oppose the shifting of program costs to the local level.
- Oppose legislation that shifts administrative or un-funded responsibilities to local governments.
- Offset the cost of any fund shifts on Florida's fiscally constrained small counties.
- Continue allocating funding to offset the impact of the Department of Juvenile Justice pre-trial detention costs shift on fiscally constrained counties.

Revenue Sharing

- Evaluate State and Local Revenue Sharing Programs to enhance funding to small counties that evidence fiscal hardships, rely heavily on local ad valorem, and/or demonstrate conditions of limited revenue capacity.

Fiscally Constrained Counties

- Protect the Fiscally Constrained Revenue Sharing Program - Ensure a "No Harm" standard in any effort to change the funding source or the criteria for the Fiscally Constrained Program.
- Continue funding commitment to Fiscally Constrained counties.

Impact Fees

- Impact fees should continue to be authorized through local home rule authority guided by local conditions, such as growth rates, infrastructure needs and fiscal capacity of the local community.

Rural Health Care

- Implement steps to **limit health care costs** on local governments.
- Continue state funding to **reimburse County Health Departments** that provide primary care and/or dental services in rural areas and support fiscal sustainability of County Health Departments.
- Increase funding to **meet health-related transportation needs of indigent and disadvantaged populations.**
- Cap or limit county responsibility for **inpatient hospital costs and nursing home cost share.**

Small County Courts

- Provide funding to support **Small County Courthouse** Renovation and Construction Projects.
- Ensure that small counties and rural areas have sufficient resources for the operation of Florida's court system.

Small County Jails

- Provide funding to assist in expansion and construction of local jail facilities in small counties that are experiencing overcrowding resulting from incarceration of state parole violators.

Parks and Recreation

- Fully fund projects recommended within the Florida Recreation Development Assistance Program (FRDAP).
- Provide special project funding for local recreation infrastructure.

Small County Technical Assistance Program

- Restore the funding level for the Small County Technical Assistance (SCATS) program to \$500,000.

Small County Libraries

- Support state aid funding.
- Protect the equalization component within the current formula.
- Provide opportunity for legislative funding for main library structures in small counties that do not meet Federal Square Footage standards, demonstrate that they meet appropriate local conditions and funding.

Non-Charter County Revenue Issues

- Authorize non-charter counties to levy Communications Services Tax at the level authorized for charter counties and cities. Communications Services Tax - Currently provides that charter counties and cities can levy communications services tax at a rate of up to 5.2% while non-charter counties can levy only up to 1.72%. The tax is applied to purchases on telephone service, cable, service, and wireless service. F.S. 202.20(a).
- Authorize non-charter counties to levy the Public Service Tax. The "Municipality Utilities Tax" provides cities and charter counties with authority to levy a rate of up to 10% on purchases of natural gas, electricity and water. Charter Counties got the ability to levy this from a court case in the 90's. The court ruled that Charter Counties had all powers of local self-government. F.S. 166.231.

Emergency Management

- **Infrastructure Needs** – provide funding for emergency management related facilities to meet the evacuation and shelter needs in Florida's small counties.
- **Road Capabilities** – Take steps to ensure small county roads and bridges receive the support needed within the Strategic Intermodal System and the Florida Transportation Plan to accommodate evacuation needs of coastal and urban communities.
- **Communications** - Revise the distribution formula for 911 funding to enhance funding to rural areas.

Affordable Housing

- Maintain and protect the existing state housing trust funds for affordable housing programs, specifically the local State Housing Initiative Partnership (S.H.I.P) programs.

Liability Issues

- Maintain Sovereign Immunity Limits and the current process for resolving claims.
- Evaluate and revise the legislation pertaining to presumption relating to Police and Firefighters to ensure claims are in fact job-related.

TRANSPORTATION AND ROAD POLICY PROPOSALS

Small County Road Funding

- Supplement fixed appropriations in Small County Road Assistance Program (SCRAP) and Small County Outreach Program (SCOP) with additional funding to keep pace with the increases in construction costs.
- Small County Road Assistance Program (339.2816 FS) and the Small County Outreach Program (339.2818 FS) provide critical road funding in small counties.
- Gadsden County requests funding to support bridge repair or replacement for bridges rated below satisfactory by DOT evaluations.
- Provide continued technical assistance that would facilitate Transportation Regional Incentive Program (TRIP) funding for regional transportation projects in rural counties.

Strategic Intermodal System

- Ensure that the Florida's Strategic Intermodal System is accessible from all areas of the state, includes strategic emerging transportation hubs, corridors and connectors important to rural communities, and is not funded at the expense of other road programs important to small counties.

Florida Transportation Plan 2060

- Ensure that the Florida Transportation Plan provides sufficient focus, direction and funding to address the development of efficient road systems in Florida's rural counties.

Dirt Roads

- Ensure that local governments have the authority to initiate routine maintenance on existing infrastructure (roads, ditches, driveways, etc.) without having to comply with burdensome, overly prescriptive and costly permit requirements.

Transportation Disadvantaged

- Increase funding for the Transportation Disadvantaged programs that are providing critical services to the medically needy, elderly, and developmentally challenged.

Energy Issues

- Develop programs to maximize buying power of state and local governments to influence favorable pricing for fuel efficient equipment, vehicles and actual fuel purchases.
- Ensure aggressive oversight and enforcement relating to consumer protection from energy costs.
- Consider approaches to develop alternative fuel sources.

Gas and Sales Tax

- Consider indexing local option fuel taxes to an inflation factor.
- Review distribution formulas for GAS TAX and SALES TAX to ensure fair distribution to areas that do not have significant Points of Collections within their communities.
- Begin a study to determine a more sustainable source of dedicated funding for transportation other than gas and sales tax. As fuel diversification continues and fuel prices rise; gas and sales taxes become increasingly unreliable as a source of revenue.

Road Reclassification

- Allow counties demonstrating fiscal hardship to reclassify county roads to the state road system.

RESOURCE MANAGEMENT POLICY PROPOSALS

Water Utilization and Transfer

- Ensure local government participation in water supply availability determinations;
- That the State of Florida continues efforts to protect adequate water flow levels in the Apalachicola, Chattahoochee and Flint River Basin.
- Continue Local Sources First Philosophy; and
- Require that prior to transferring water from another region or county, entities in areas desiring water transfer, shall:
- Maximize utilization of local sources to the extent to which sustainability is impacted;
- Implement conservation methods or other locally identified opportunities;
- Take steps to limit cause of increased consumption, such as a moratorium on new construction until an adequate supply of water is available in the community; and,
- Ensure that any transfer determination meets a "No Harm" standard in reference to the region from which water is being transferred.

Solid Waste/Recycling

- Increase funding for small county solid waste and recycling grants.
- Streamline reporting requirements for counties exempt from the Recycling Goal.

Water Projects

- Provide funding for Sewer and Water Line Hookups and Storm Water Projects including Innovative Water Supply Initiatives and other local infrastructure project needs.

Coastal And Marine Impacts

- Support research and program initiatives that will ascertain the causes and provide for remedies relating to Red Tide, algae blooms, forms of water pollution and other related environmental degradation occurring in Florida's coastal waters.
- Initiate comprehensive programs to offset the economic impacts that Oil Spills, Red Tide, Hurricane Damage, Gas Increases, and Coastal Water quality problems have on all elements of Florida's marine industries.
- Support a Working Waterfronts program that ensures local government participation in development of local plans.

Disposal of Septic Waste

- Consider the repeal ban on Septic Waste disposal and/or provide alternative disposal methods that do not cause unreasonable burden or costs.

Non-native Invasive Plants

- Ensure sufficient funding and support to effectively address the management and spread of non-native invasive upland and aquatic species throughout Florida.

Agriculture

- Promote, protect and strengthen efforts to support the agricultural economy of the State of Florida and other industries that are critical to the economies of rural areas.
- Ensure a coordinated state/local policy to support the unique land use issues of agricultural properties and ensure that local governments retain ability to establish local ordinance regulating land use issues.
- Provide funding for the Rural Lands Stewardship Program and the Rural & Family Lands Protection Act, as well as, other programs structured to preserve agricultural lands and promote Agriculture.
- Maintain existing ad valorem taxation policies relating to Agricultural property.

- Small County Agriculture and Education Projects - provide funding for Agriculture and Education Center projects recommended by Department of Agriculture and Consumer Services (DACS) and Institute for Food and Agricultural Services (IFAS).
- Upgrade to the William Inman Agriculture Center (State Livestock Pavilion) which houses the Gadsden County Extension office for the University of Florida and Florida A&M University.

Growth Management

- Ensure that growth management proposals are not one size fits all, overly burdensome and do not limit potential for growth in rural areas.
- Provide additional funding options for counties to meet expenses relating to growth.
- Ensure the growth management process provides flexibility at the local and regional level providing rural counties with increased flexibility and opportunity for changing the future land use plan to accommodate industrial/light manufacturing zone changes.
- Ensure that small counties have the resources to effectively assess the impact of growth and development in neighboring communities..
- Revise growth management process requirements to be more flexible in recognizing local and regional differences, including concurrency exemptions for projects that demonstrate job creation potential.
- Consider rescheduling Evaluation and Appraisal Report requirement until economic recovery generates sufficient local revenues to warrant the cost of studies.
- Promote the capacity of the Apalachee Regional Planning Council to assist local governments with planning considerations as deemed necessary by the local government.

Permitting and Inspections

- Provide alternatives to existing requirements for rural county building inspectors and plan examiners that acknowledge differing skill sets needed amongst rural/urban certification.
- Oppose Performance Based Permitting Program.

Land Buying Programs

- **Payment In Lieu of Taxes** - Review statutes for changes needed to ensure Payment in Lieu of Taxes (PILT) funding in perpetuity in both State of Florida and Water Management District land-buying programs.
- Incorporate within PILT funding formula consideration of infrastructure needs and other impacts resulting from increased utilization of land purchased by state agencies.
- **Conservation Easements** - Consider initiating a program of conservation easements and/or leases as an alternative to fee simple purchase within land acquisition programs thereby maintaining the revenue capacity of property secured by public agencies.

ECONOMIC DEVELOPMENT POLICY PROPOSALS

Rural Economic Development Initiative (REDI)

- **Commitment To REDI** - Ensure that State Agency Leadership are familiar with and committed to the REDI process and ensure that Agency REDI coordinators have access to and consult with Agency management on resource and policy issues.
- **Implementation of REDI Statutes** - Ensure that all REDI Agencies are implementing the statutes that enable REDI counties to effectively compete and received sufficient support to facilitate local projects. Specifically pertaining to F.S. 288.019 – modifying evaluation criteria; F.S. 288.0656 – Assigning High level Staff to REDI and, F.S. 288.06561 – Providing Waiver of match policy that enables project effectiveness.
- **Identify and revise and/or repeal Regulatory Issues that require unnecessary or non-critical actions at the local level.**
- **Technical Assistance** - Ensure that State Agencies provide technical assistance to small counties in an effort to maximize administrative and financial support.
- **Documentation and Marketing of Resources** - Require every State Agency to identify and document specific resources that are intended to or could be used to assist rural community development and implement technical assistance to ensure accessibility and resource delivery at the local level. Ensure that all existing “Grants and Resources” available to assist small counties are marketed by state agencies and used in a coordinated manner to ensure distribution and impact at the local level.
- **Administrative Assistance** - Ensure that all agency programs that provide funding and services for local governments provide the necessary administrative assistance for small counties to access the state resources.
- **Regulatory Flexibility** - Require flexibility and, if justified, waivers in regulatory and administrative requirements that require additional local resources and increase local costs.
- **Fiscal Hardship Evaluation Points** - Gadsden County requests that agency grant programs that award additional evaluation points to municipalities be amended to give an opportunity to score an equivalent amount of points to rural counties that are located in small counties and evidence fiscal hardships.

Rural Area of Critical Economic Concern (RACEC)

- Gadsden County supports regional collaboration and communication through the RACEC program.
- Gadsden County requests a strategic effort within the State Job Creation Plan to change the economic conditions with RACEC designated counties sufficient to allow currently designated counties to become non-RACEC.
- Gadsden County does not support changing the term Rural Area of Critical Economic Concern. Regional Organizations and state agencies are current able to “rebrand” the region for marketing purposes but the current RACEC term implies a certain condition that results in enhanced focus enabling increase resource allocation.

Economic Development Incentives and Infrastructure

- Fund the Rural Community Development Revolving Loan Program.
- Provide for the Rural Infrastructure Program.
- Fund the Economic Development Transportation Fund.
- Support Quick Response Training Program (QRT) and Incumbent Worker Training Program
- Continue funding for implementation of the strategic plan of action from target identification to marketing, and site development within each of the three Rural Areas of Critical Economic Concern.
- Amend the Enterprise Zone Sales Tax Refund for Business Equipment by reducing value of a unit eligible for sales tax exemption on business machinery and equipment from \$5,000 to \$500.
- Provide for a one time transfer of unused credits between eligible entities within authorized enterprise zones under the Rural Job Tax Credit, Urban Job Tax Credit, and Enterprise Zone Job

Tax Credit programs.

- Establish a Rural Set Aside within the Enterprise Zone Community Contribution Tax Refund Program to assure availability of credits in rural communities.
- Provide funding for the Qualified Target Industry Tax Program and Quick Action Closing Fund.
- Support retaining and funding the Florida State Enterprise Zone Program.
- Promote the enhancement of tourism in rural areas by VISIT FLORIDA and promote the expansion of the uses of the Tourist Development Funding to include, but not be limited to, ecotourism infrastructure such as boat ramps, docking structures, and parking facilities.

Municipalities and School Board Initiatives

GADSDEN COUNTY CONTACT INFORMATION

***For more information regarding the items with the Gadsden County 2013
Legislative Priorities please find the available contacts below:***

***Commissioner Douglas M. Croley, Chairperson
850-875-8650 phone
EMAIL dcroley@gadsdencountyfl.gov***

***Commissioner Eric Hinson, Vice-Chair
850-875-8650 phone
EMAIL ehinson@gadsdencountyfl.gov***

***Mr. Robert M. Presnell, County Administrator
850-875-8650 phone
rpresnell@gadsdencountyfl.gov***

20 a FR

December 5, 2012

Via Email and Adriane.burgess@deo.myflorida.com and Hand Delivery

Mr. Adriane Burgess
FL Dept of Economic Opportunity
Division of Community Development
CDBG Section
107 East Madison Street, MSC-400
Tallahassee, FL 32399-6508

**RE: Crawfish Island Disaster Recovery – Gadsden County, FL
 Contract No. 10DB-K4-02-30-01-K13
 Preble-Rish Project No. 228.082**

Dear Mr. Burgess:

By way of this transmittal, Gadsden County is requesting a 30 day extension for the above referenced project. During the construction of the project unforeseen conditions were encountered causing delays in the construction completion. The primary cause for delay was abnormally stiff attapulgate clay through which the contractor could not drive the concrete piles. The pile installation method had to be revised to include auguring, which required additional equipment that was not readily available. With the 30 day extension we are confident that all construction will be completed.

The following attachments have been prepared for your consideration:

- Request for Amendment
- Modification to Subgrant Agreement
- Revised Project Work Plan

If you have questions or require any additional information, please contact me at 850.875.8659.

Sincerely,

Justin Ford, P.E.
Project Manager

Enclosures

cc: Mr. Robert Presnell, County Administrator, Gadsden County
Mrs. Phyllis Moore, SHIP Administrator, Gadsden County
Mrs. Kelli Walden, Grant Administrator, PRI

REQUEST FOR AMENDMENT (07.02)

Recipient: GADSDEN COUNTY Amendment Request Number: 2 Date: _____

Contract Number: 12DB-P5-02-30-01-K65 Rule in Effect for This Grant: _____

Local Government Authorization: _____ (Authorized Signature) _____ (Date Signed)

DEO Authorization _____ (Authorized Signature) _____ (Date Approved)

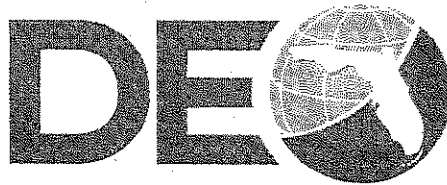
<u>Budget Information</u>				<u>Activity Accomplishments</u>			
Activity Code	Activity Name	Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (before this amendment)	Proposed Contract
1	2	3	4	5	6	7	8
21A	Administration	\$6,046.65	\$6,046.65	\$6,046.65	105LF	105LF	105LF
03I	Engineering	\$36,376.64	\$36,376.64	\$36,376.64			
03I	Shoreline Stabilization	\$199,442.71	\$199,442.71	\$199,442.71			
Totals		\$241,866.00	\$241,866.00	\$241,866.00			

Beneficiaries												
Activity Code	Activity Name	Total Beneficiaries			Low & Moderate Income (LMI)				Very Low Income (VLI)			
		Original #	Current #	Proposed #	Original #	%	Proposed #	%	Original #	%	Proposed #	%
031	Shoreline Stabilization	49	49	49	40	82%	40	82%	36	73%	0	0

- 20. Total # Unduplicated Beneficiaries
Original 0 Proposed 0
- 21. Total # Unduplicated LMI Beneficiaries
Original 40 Proposed 40
- 22. Total # Unduplicated VLI Beneficiaries
Original 0 Proposed 0
- 23. Total # Unduplicated LMI Households
Original 16 Proposed 16

24. Does this amendment reduce ANY other project funds previously committed as leverage from local or other sources? YES NO X
(If YES, you MUST complete and attach Source and Use of Funds form.)

Rick Scott
GOVERNOR



Hunting F. Deutsch
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

December 5, 2012

The Honorable Sherrie Taylor
Chairman, Gadsden County Board of County Commissioners
9-B East Jefferson Street
Quincy, Florida 32351

Re: Community Development Block Grant (CDBG) Program
Disaster Recovery Initiative Contract No.: 10DB-K4-02-30-01-K 13
Gadsden County Modification Number 2

Dear Chairman Taylor:

A review of the proposed Modification Number 2 to the referenced subgrant agreement, transmitted with your letter dated December 5, 2012, has been completed. Your request to extend the grant period for approximately one (1) month is approved. The revised contract end date is January 8, 2013. An approved copy of the fully executed modification is enclosed with this letter. Please retain the modification in the official CDBG subgrant files. If you have questions regarding this matter, please contact Adriane Burgess, Government Operations Consultant II, at (850) 717-8444 or via email at adriane.burgess@deo.myflorida.com.

Sincerely,

Carlos B. Collins
Community Planning Manager

CBC/ab

Enclosure(s): Copy of approved modification request #2

cc: Ms. Phyllis Moore, SHIP Administrator, Gadsden County

**MODIFICATION NUMBER 2 TO SUBGRANT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

2012 DEC -5 AM 11:03
C7775

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, and, (the Department”), and (**Gadsden County**, (“the Recipient”), to modify DEO Contract Number ~~12DB-P5-02-30-01-K65~~, award dated **June 9, 2010**, (“the Agreement”).

100B-K4-02-36-01-K13

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of **\$241,866.00** to Recipient under the Disaster Recovery Initiative Program (“DRI”) as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

WHEREAS, pursuant to the provisions of Chapter 2011-142, Laws of Florida, the DCA Division of Housing and Community Development was transferred to the Department of Economic Opportunity effective October 1, 2011; and the parties wish to reflect the new name.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

Reinstate Agreement

1. The Agreement is hereby reinstated as though it had not expired.

Extend Agreement

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of **January 8, 2013**.

Revise Activity Work Plan

3. The Attachment , Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment , Activity Work Plan section, which is attached hereto and incorporated herein by reference.

Revise Program Budget and Scope of Work

4. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

Modification to Subgrant Agreement

Modification Number: 2

DEO/DCA Contract Number: ~~42DB-P5-02-30-01-K65~~

Recipient: GADSDEN COUNTY *100B-K4-02-30-01-K13*

Page 2

Change in Participating Parties

5. The Attachment A, Program Budget section, is hereby modified to delete all references to “(Type in name, if applicable.)” as the Participating Party, and replace them with “(Type in name, if applicable.)” as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

Inclusion of an Unmet Need as Addressed in the Original Application

6. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.
7. The Attachment , Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment , Activity Work Plan section, which is attached hereto and incorporated herein by reference.

Change in Number of Accomplishments and/or Beneficiaries

8. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

Reflect Change in Agency from DCA to DEO

9. This modification to the Subgrant Agreement hereby replaces “Department of Community Affairs” with “Department of Economic Opportunity” where appropriate in context.

Other: To finish the completion of the Roadway Project.

Modification to Subgrant Agreement

Modification Number: 2

DEO/DCA Contract Number: ~~12DB-P5-02-30-01-K65~~

Recipient: GADSDEN COUNTY *10DB-K4-02-30-01-K13UN*

Page 3

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

Department of Economic Development

Recipient: GADSDEN COUNTY

By: *Ken Reecy*

By: *Doug Croley*

Name: Ken Reecy
Title: Assistant Director
Division of Community Development

Name: Doug Croley
Title: BOCC Chairman

Date: 12-5-12

Date: 12-4-12

**DEPARTMENT OF ECONOMIC OPPORTUNITY CDBG DISASTER RECOVERY PROGRAM
PROJECT WORK PLAN**

RECIPIENT
GADSDEN COUNTY
CONTRACT NO. 12DB-P5-02-30-01-K65

DATE PREPARED
11/30/2012
PROJECT BUDGET
\$241,866.00

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
4/2012	5/2012	Contractor Procurement	N/A	\$ 0	\$ 0
5/2012	7/2012	1/3 project completion	35LF	\$ 66,480.00	
7/2012	9/2012	2/3 project completion	70LF	\$132,960.00	
9/2012	1/2013	Final Completion	105LF	\$199,442.71	
1/2013	1/2013	Project Closeout		\$ 0	\$6,046.65

Note: More than one activity may be included per form.

(Rev. Aug 2004)

20 6 FR



GADSDEN COUNTY
Board of County Commissioners
Contact: Charles Chapman
Public Works Director
850.875.8672
cchapman@gadsdencountyfl.gov

FOR IMMEDIATE RELEASE

COUNTY OFFICIALS STATE, "GADSDEN COUNTY IS OPEN FOR IMPROVED BUSINESS IN 2013!"

MESSAGE HIGHLIGHTS THE EFFORTS TO MAKE COUNTY BOTH CITIZEN AND BUSINESS FRIENDLY

January 4, 2013 – Quincy, Fla. – A renewed dedication to bringing quality jobs and responsive government to the people was how the Gadsden County Board of County Commissioners ended 2012.

"Of all of the improvements we have seen in 2012, the most important is the spirit of collaboration and positive outlook that is developing among our County Commissioners" states Chairperson Douglas M. Croley, District 2 Commissioner.

"The County's work is the business of the people. Our community not only deserves efficient and cost effective general services for our citizens, but also a constructive regulatory environment that grows businesses - not stalls them out," says Croley. "We look forward to the coming County Administrator's Annual Report. It will be available on the County's website so that our constituents, who are the stockholders of the County government, may see our progress in 2012. One of our goals in 2013 is to reduce the inhibiting regulations and time-constraints for those companies and agricultural operations which are looking to expand and create new jobs. We want to positively partner with the business and agricultural community, not just simply regulate and tax them. Just as importantly, we will preserve and enhance the quality of our natural environment."

County Administrator Robert M. Presnell states, "This Commission is focused on seeing more employment opportunities in Gadsden County become available. We are revising our permitting process, streamlining our protocols and policies. Our objective is to foster an economic environment where an existing business may grow or an entrepreneur will want to locate here."

Commissioner Croley said the Commission will continue to take on the "tough and unpopular decisions" that come with all government operations. "The 2013 year is going to be riddled with hard economic decisions. We need to focus on building transportation and infrastructure. We need to focus on retaining and attracting businesses and agricultural operations which will invest in our local economy. We need to excel in our resident services. Gadsden County is a special place to live and work. It is time the rest of the world sees this and takes notice," stated Chairperson Croley.

Gadsden County Board of County Commissioners – Public Works Department
Post Office Box 1799 – Quincy, FL 32353-1799
850.875.8672/main – 850.875.8676/fax – www.gadsdencountyfl.gov

Page -2-of 2

Commissioner Douglas M. Croley was elected Chairperson and Commissioner Eric Hinson was elected Vice Chairperson in the annual Board Reorganization Ceremony.

The 2012 County Administrator's Annual Report will be posted on the Gadsden County Board of County Commissioners' website; <http://www.gadsdencountyfl.gov> by the end of January 2013.

For more information, please contact Charles Chapman by phone at (850) 875-8672 or by email at cchapman@gadsdencountyfl.gov.

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(Please feel free to contact us for an interview, discussion or questions.)