

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Agenda Item #17

November 14, 2023

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

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

**Title:** Request to Schedule the First and Only Public Hearing Regarding Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located on Susie B. Lane, for December 12, 2023

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Anna Padilla, Stormwater Management Coordinator

### **Statement of Issue:**

This item requests Board approval to schedule the first and only public hearing regarding the County's intent to utilize the Uniform Method of Collection for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to Sewer Service imposed on certain real property located on Susan B. Lane, for December 12, 2023.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Schedule the first and only public hearing regarding the County's intent to utilize the Uniform Method for the levy, collection, and enforcement of Non-Ad Valorem Assessments for the purposes of collecting the full amount of all charges related to Sewer Service imposed on certain real property located on Susie B. Lane for December 12, 2023 at 6:00 p.m.

Title: Request to Schedule the First and Only Public Hearing Regarding Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located on Susie B. Lane, for December 12, 2023

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## **Report and Discussion**

### **Background:**

This item seeks Board approval to schedule the first and only public hearing regarding the County's intent to utilize the uniform method of collection for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on certain real property located on Susie B. Lane, for December 12, 2023. The non-ad valorem assessment will be utilized for one parcel that does not currently have a metered City utility account.

Through Leon County's Belair/Annawood septic-to-sewer project, property owners were able to connect to sanitary sewer at no cost, a savings of over \$10,000 per property. Upon completion of the project and transfer of the system to the City of Tallahassee, any fees for the use and maintenance of sewer service become the responsibility of the property owner from that point forward. The assessment will collect a readiness to serve charge for the City, which is intended to cover a portion of the City's costs of operating and maintaining the sewer system and other costs incurred to ensure the sewer system is ready to serve when customers choose to connect.

Per Section 5 of the Interlocal Agreement, if a property has a City utility account for a metered service (e.g., water or electrical service) the City shall bill the recurring sewer service charges in the Belair/Annawood area through the customer's City utility account. However, if a property does not have a metered service City utility account, the County shall collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the property owner's annual property tax bill. One undeveloped residential property in the Belair Phase II system area is vacant and does not have a metered service City utility account.

The Belair/Annawood Wastewater Retrofit Project is one of the three active septic-to-sewer projects undertaken by the County in southern Leon County, in coordination with the Florida Department of Environmental Protection (FDEP) and the City of Tallahassee. Based on the shared desire to enhance water quality in our region through nitrogen reduction projects, Leon County and the FDEP jointly adopted the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan in fiscal year 2018. This first of its kind multi-year agreement between the State and a county was the result of Leon County's strong commitment to reducing nitrogen levels in the primary springs protection zone and FDEP's willingness to provide a dollar-for-dollar match toward projects in Leon County, including the Belair/Annawood Wastewater Retrofit Project. This significant investment by the County and the funding support from FDEP provides not only a momentous public benefit through protection of our waterbodies, but also minimizes costs to private property owners who wish to connect to sanitary sewer.

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On March 20, 2019, the County and City entered into an Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (the “Interlocal Agreement”) (Attachment #1), whereby the County and City agreed to their respective roles and responsibilities to support the construction and transfer of the sewer system. The County committed to the design, engineering, permitting, property acquisition, and construction for the Project, which was funded in part through a Springs Restoration Grant from the FDEP and American Rescue Plan Act (ARPA) funds. The City agreed to accept all property and easements for ownership, operation, maintenance, repair, and replacement of the sewer system.

**Analysis:**

Pursuant to Section 197.3632(9), Florida Statutes, special assessments levied pursuant to a local government resolution may be placed on the annual property tax bill as a non-ad valorem assessment. This assessment will collect the sanitary sewer user fees associated with the Belair/Annawood Wastewater Retrofit Project for the one property without a metered City utility account. The amount of the assessment imposed will be payable to the Tax Collector. After collection, the County shall remit the full amount to the City as outlined in the Interlocal Agreement.

The Belair/Annawood Wastewater Retrofit Project is aimed at protecting our waterbodies and natural resources by reducing nitrogen levels in the primary springs protection zone, but also provided an opportunity for property owners to abandoned existing septic systems and connect to the City’s sanitary sewer system at no cost, a savings of over \$10,000 per property. The construction of the Belair Phase II sanitary sewer system is complete, and the City of Tallahassee is finalizing acceptance of the system. Upon acceptance of the sanitary sewer system by the City, from that point forward the property owners will be response for the rates associated with use and maintenance of the sewer service, which include readiness-to-serve charges and sewer service charges. For all properties within Belair, except one, these fees will be included on the monthly utility bills to properties which have metered utility accounts.

One property in the Belair Phase II project area is currently vacant and does not have a City metered utility account. In order to recover the readiness-to-serve charges, a flat amount will be assessed to the property owner on the annual tax bill. The readiness-to-serve charge is a fixed charge imposed on all properties in the service area, pursuant to Section 21-402(b), Tallahassee Code of Ordinances. The charge is intended to cover a portion of the City’s costs of operating and maintaining the sewer system and other costs incurred to ensure the sewer system is ready to serve when customers choose to connect. The City charges an additional surcharge for service outside of the City limits that will be included in the assessment amount.

The first assessment covers the period from City acceptance and the first full year of service, which is calculated on a fiscal year basis, and property owners will first be assessed on their November 2024 tax bill. A Resolution of Intent to Use the Uniform Method of Levy, Collection,

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and Enforcement of Non-Ad Valorem Assessments must be adopted at a public hearing prior to January 1 when a local government, authorized to impose a non-ad valorem assessment, elects to use this method for the following year. This item seeks Board approval to schedule a public hearing to receive comments regarding adoption of the Resolution of Intent for the project. Public Notice of the hearing will be published in the local paper for four consecutive weeks, as required by Section 197.3632, Florida Statutes.

**Options:**

1. Schedule the first and only public hearing regarding the County's intent to utilize the Uniform Method for the levy, collection, and enforcement of Non-Ad Valorem Assessments for the purposes of collecting the full amount of all charges related to Sewer Service imposed on certain real property located on Susie B. Lane for December 12, 2023 at 6:00 p.m.
2. Do not schedule a public hearing regarding the County's intent to utilize the Uniform Method for the levy, collection, and enforcement of Non-Ad Valorem Assessments for the purposes of collecting the full amount of all charges related to Sewer Service imposed on certain real property located on Susie B. Lane.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area
2. Belair/Annawood Wastewater Retrofit Project Location Map

INTERLOCAL AGREEMENT FOR THE PROVISION OF SEWER SERVICE TO  
BELAIR/ANNAWOOD AREA

THIS AGREEMENT, made and entered into this 20 day of March, 2019, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County is the sole local governmental entity to authorize the planning, construction and operation of central water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and,

WHEREAS, the County has recognized a long-standing problem in the Belair/Annawood area, as depicted in Exhibit A which is attached hereto and by reference incorporated herein, ("Belair/Annawood") that onsite sewage treatment and disposal systems "(OSTDS)" currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, will identify areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund construction of a central sewage collection system ("Sewer System") to serve Belair/Annawood, which is located within the Primary Springs Protection Zone; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of Belair/Annawood that sewer service be provided to the residences in that area by the City of Tallahassee; and,

WHEREAS, Belair/Annawood lies within the City sewer franchise area; however, a portion of the area lies within the Talquin Electric Cooperative ("TEC") water franchise area, and the remainder lies within the City water franchise area; and,

WHEREAS, Belair/Annawood is within the Lake Munson Target Area identified in the City Master Sewer Plan adopted in February 2016;

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

- a. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 1. Effective Date. This Agreement shall commence upon full execution hereof by both parties.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new Sewer System to serve Belair/Annawood. The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point on the existing City sewer system to be mutually agreed upon by the City and County.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible.

3. The City is intended to be a third-party beneficiary of the contracts for design and construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the design consultant and the contractor shall be directly liable to the County and the City for the proper and timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to design, construction, materials and equipment are assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the sewer main and that easements for such piping are not required and will not be accepted.

4. The County will install sewer taps and will construct, to the property line, the associated sewer service laterals for each parcel served within Belair/Annawood. The County will use its best efforts to have property owners in Belair/Annawood agree to connect to the Sewer System. The County will extend the sewer lateral as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels

where the owner agrees to connect to the Sewer System while the Sewer System is under construction.

### Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or agreed portion thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to Belair/Annawood. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement until the City has accepted ownership of the completed Sewer System. The City will not unreasonably withhold acceptance of the completed Sewer System for ownership, operation, and maintenance.

2. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

3. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside Belair/Annawood.

4. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

### Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the City water system, if the water system is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any permits for new construction within the Belair/Annawood area unless the structure is proposed to be connected to the Sewer System.



5. Should the County become aware of a failing septic system in the Belair/Annawood area, the County agrees to notify the City and the Health Department.

#### Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of the Sewer System and acceptance for ownership by the City, the County will pay to City, the sewer System Charges for each parcel for which a tap was provided in the Belair/Annawood area, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of all System Charges, the City will reduce the System Charge applicable to the Belair/Annawood parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System.

4. The City will bill recurring sewer service charges in the Belair/Annawood area through a City customer utility account if an account exists for a metered City utility service. If a property owner does not have a City utility account for a metered service, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service, or readiness-to-serve, charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability, or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service, or readiness-to-serve, charges not previously assessed or collected plus an additional 12 months of service or readiness-to-serve charges, except where a new customer has connected, in which case the sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection. The County will ensure that all charges related to sewer service, or readiness to serve, will be assessed within two

years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Belair/Annawood area. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Belair/Annawood area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit to the City the full amount of the charges that should have been assessed.

8. The County agrees to use all the collection procedures available to it pursuant to Section 125.01, Florida Statutes, and Section 197.3632, Florida Statutes, to collect and remit to the City the assessed sewer charges from each property within the Belair/Annawood area.

#### Section 6. Dispute Resolution.

1. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the

Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

- a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.
- b) Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.
- c) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

#### Section 7. General Provisions.

1. Governing Law and Venue. This Agreement shall govern by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

2. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. Modification. This Agreement shall not be extended, changed or modified,

except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as

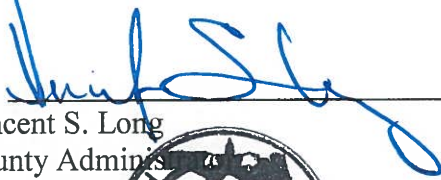


separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

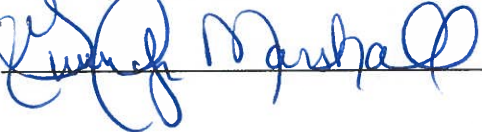
IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood as of the date written above.

LEON COUNTY,  
FLORIDA

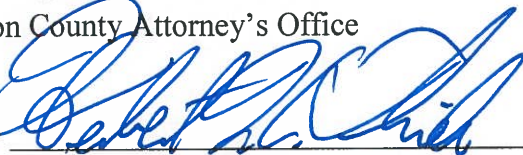
By:   
Vincent S. Long  
County Administrator



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

By:   
Gwendolyn Marshall

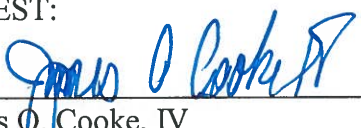
APPROVED AS TO FORM:  
Leon County Attorney's Office

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

CITY OF TALLAHASSEE,  
FLORIDA

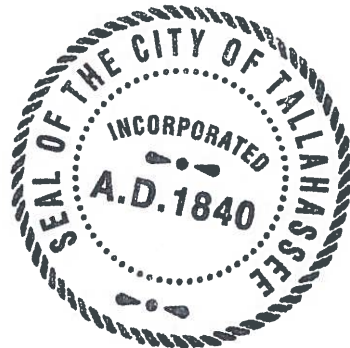
By:   
Reese Goad  
City Manager

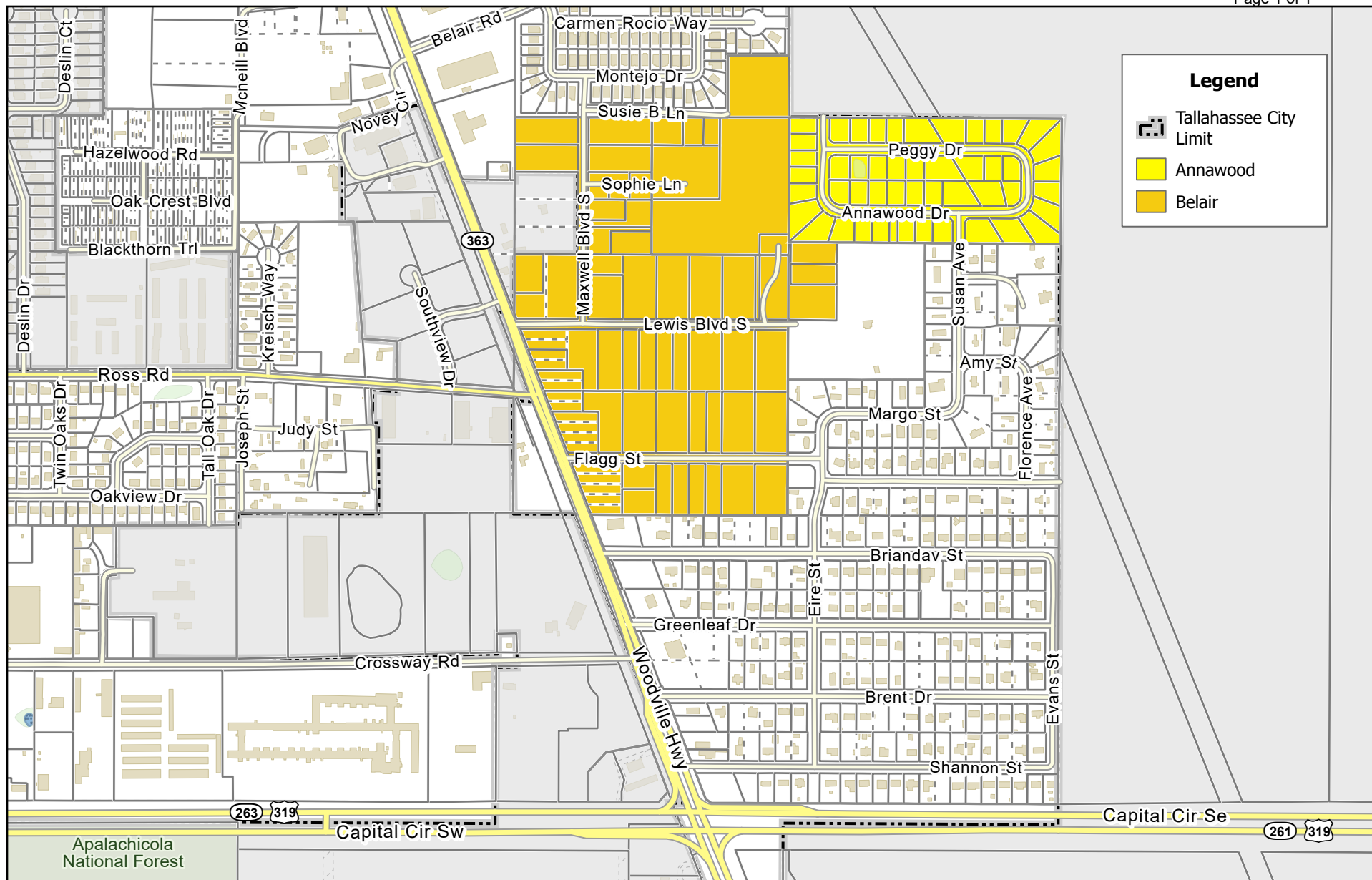
ATTEST:

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

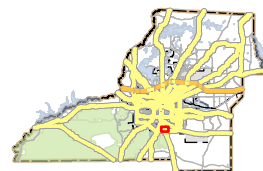
APPROVED AS TO FORM:  
City Attorney's Office

By:   
City Attorney





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



## Belair/Annawood Wastewater Retrofit Project Location

Date Drawn: 10/16/2023