





# Memorandum

**To:** Ms. Leigh Davis, MPA, Director, Office of Resource Stewardship/Park and Recreation  
 Ms. Staci Mortham, Principal, Canopy Oaks Elementary School  
 Ms. Paula Mischler, Assistant Principal, Canopy Oaks Elementary School  
 Mr. Alvin "Butch" Watkins, Director of Maintenance  
 Mr. Danny Allbritton, Director of Construction

**From:** Mr. Juan E. Williams, Coordinator, Fire & Safety 

**Through:** Mr. LaRoderick E. McQueen, Building Official 

**Date:** September 29, 2020

**Subject:** SREF Inspection for Canopy Oaks Elementary School (Ball Fields)

Attached to this memorandum is the State Requirements for Educational Facilities (SREF) Inspection Report for the above referenced facility. The report identifies the deficiencies and corrective actions for the entire site. The column labeled **MOC** identifies the entity responsible for correcting each deficiency, as follows:

- Line items with an M (Maintenance) in the MOC column are to be addressed by the Maintenance Department. Please do not submit work orders for the deficiency line items in the M (Maintenance) column. Upon completion of all work orders, please have Code Enforcement staff sign off to confirm completion.
- Line items with an O (Operational) in the MOC column are to be addressed by site based staff. These items need to be corrected within the proposed time allotment, prior to the follow-up inspection.
- Line items with a C (Construction and Capital Outlay) in the MOC column are to be addressed by the Construction/Facilities Department or a corrective action plan developed.

**Notification of the completion or corrective action plan of the fore-mentioned deficient items need to be submitted to the Code Enforcement and Compliance Department. Please initial and date the line items under your area of responsibility on the provided report to confirm completion. You may email Ms. Deanetra S. Grissom at [grissomd@leonschools.net](mailto:grissomd@leonschools.net) or fax the report to (850) 617-1790, to her attention.**

Please note a copy of this SREF inspection report will be forwarded to the Board.

*\*\*Additionally a separate inspection report has been provided for each portable at your site, in accordance with SREF Chapter 4 Section 4.4 (2) \*\**

***\*\*The SREF Inspection Reports for each individual portable on site are required by state to be posted. Please post the SREF Inspection Report in their respective portables in a visible location.***

If you have any questions or comments regarding any items noted on this report, please feel free to contact **Mr. Juan E. Williams at the Code Enforcement and Compliance Department at (850) 617-1814 or email at [williamsj20@leonschools.net](mailto:williamsj20@leonschools.net).** Thank you for your time and cooperation in this matter.

## ATTACHMENT

Cc: Ms. Susan "Sue" Krual, Director of Elementary Schools (with attachments)

*"Our Hands Keep Their Minds Working"*

Code Enforcement and Compliance Department & Small Business Enterprise- 3420 West Tharpe Street - Suite 200 - Tallahassee, Florida 32303-1138  
 (850) 617-1800 · Fax (850) 617-1790

[www.lcscodeenforcement@leoncountyschools.net](mailto:www.lcscodeenforcement@leoncountyschools.net)

***"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, or genetic information."***

<div style="display: flex; justify-content: space-between;"> <div> <b>9/29/2020</b>  <b>INSPECTION DATE</b>  <b>INSPECTOR: Juan E. Williams</b>    <b>INSPECTOR SIGNATURE</b>    <b>SIGNATURE DATE</b>  <b>TYPE OF INSPECTION</b>  <div style="display: flex; justify-content: space-around;"> <div><input checked="" type="checkbox"/> FIRE</div> <div><input checked="" type="checkbox"/> CASUALTY</div> <div><input checked="" type="checkbox"/> SANITATION</div> </div> </div> <div style="text-align: center;">   <b>LEON COUNTY SCHOOLS</b>              FACILITIES &amp; CONSTRUCTION DEPARTMENT            3420 W. THARPE ST., TALLAHASSEE, FL 32303  <b>COMPREHENSIVE SAFETY INSPECTION</b>  <b>FISCAL YEAR: 2020-2021</b> </div> <div style="text-align: right;"> <b>Canopy Oaks Elementary School (Ball Field)</b>  <b>SCHOOL/ FACILITY/CAMPUS</b>            3250 Point View Road            Tallahassee, Florida 32303    <b>F.I.S.H. NUMBER</b>  <b>037-1161-116</b> </div> </div>									
Item #	Building Number	Room Number	M O C	Deficiency Description and Corrective Action Required	# of Times Deficiency Previously Cited	Schedule for Correction No Later Than	Re-Inspection Correction Date	Site-Wide Building-Wide Exterior Campus or Portable	REMARKS CODE REFERENCE MAINTENANCE ASSIGNMENT
1	0000	000	0	Handrail going up to Announcers Box on field # is loose from flange.	2			Exterior Campus	
2	0000	000	0	Concession stand under construction A Life Safety Inspection needs to be done prior to usage.	1			Exterior Campus	
<b>END OF SREF INSPECTION REPORT</b>									
A re-inspection of the identified deficiencies will be performed approximately _____ days subsequent of inspection date. <b>Re-Inspection Date:</b> _____									
The principal shall hold at least one (1) fire drill during each month, with an additional drill being held within the first 30 days of school. <div style="display: inline-block; border: 1px solid black; padding: 2px 10px;">YES</div> <div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-left: 20px;">NO</div>									
Reviewed Emergency Generator Report. <div style="display: inline-block; border: 1px solid black; padding: 2px 10px;">YES</div> <div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-left: 20px;">NO</div> Emergency Generator Report up-to-date as of SREF Inspection. <div style="display: inline-block; border: 1px solid black; padding: 2px 10px;">YES</div> <div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-left: 20px;">NO</div>									
Signature of facility administrator attesting to Fire Evacuation Drills and review of inspection report acknowledging awareness of discovered deficiencies:									

X Paula Mischler

Leon County  
School/Site Administrator

# LEON COUNTY CONTRACT ROUTING SLIP

County Contract No. 0801

☐ Original  
☐ Renewal  
☐ Amendment

Division Contact: Pat Plocek

Phone # 606-1475

Department/Division: Public Works - Parks & Recreation

Contractor: School Board of Leon County

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contract Period: From June 1, 2007 To May 31, 2027

Renewal Periods: Number 2 Term 5 year

Contract Total \$ Amount: \_\_\_\_\_ or check if ☐ Unit Price Agreement

**Contract Type:**

- ☐ Conservation Easement
- ☐ Construction
- ☐ Continuing Supply
- ☐ Deed
- ☐ Interlocal Agreement
- ☐ Grant
- ☒ Lease
- ☐ Other Services
- ☐ Performance Agreement
- ☐ Professional Services
- ☐ Purchase
- ☐ Other (Explain below)

**Procurement Method:**

- ☐ Bid\*
- ☐ RFP\*
- ☐ Sole Source
- ☐ Gov't Entity
- ☐ Other (Explain Below)

**Forms Required:**

- ☐ Public Entity Crimes Statement
- ☐ Performance Bond
- ☐ Materials & Payment Bond
- ☐ Warranty Bond
- ☐ Certification Regarding Debarment

**Insurance Certificates:**

- ☐ General Liability
- ☐ Professional Liability
- ☐ Workers' Compensation
- ☐ Errors & Omissions
- ☐ Automobile Coverage

Bid/RFP # \_\_\_\_\_

Agenda Date 08 MAR 20 08

Agenda Item # \_\_\_\_\_

Comments: Please return 3 signed copies to the Parks & Recreation Division

08 MAR 4 PM 2:00  
CLERK CIRCUIT COURT  
BOB INZER  
FINANCE DIVISION

**Routing:**

Required      Initials      Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>X</u>	<u>[Signature]</u>	<u>2/2/08</u>
_____	_____	_____
<u>X</u>	<u>[Signature]</u>	<u>3/9/08</u>
<u>X</u>	<u>[Signature]</u>	<u>3/13/08</u>

Originating Division \_\_\_\_\_

Purchasing \_\_\_\_\_

Minority/Women Business Enterprise \_\_\_\_\_

Risk Management \_\_\_\_\_

Grants Coordinator \_\_\_\_\_

County Attorney's Office \_\_\_\_\_

County Administrator's Office \_\_\_\_\_

Chairman, BCC \_\_\_\_\_

Clerk's Office (Finance) \_\_\_\_\_

08 MAR 21 PM 4:28  
FINANCE DIVISION  
BOB INZER  
CLERK CIRCUIT COURT

Return completed documents to: Pat Plocek (3 copies)

**Be sure to return and file a fully executed agreement with the Finance Department**

**LEASE**  
**(Park Sites Located on School Board Property)**

THIS AGREEMENT, made this 15<sup>th</sup> day of January, 2008, between the SCHOOL BOARD OF LEON COUNTY, FLORIDA, a public body corporate under the laws of the State of Florida, hereinafter called "School Board", and LEON COUNTY, a Charter County of the State of Florida, hereinafter called "County".

WHEREAS, School Board has determined that School Board properties, as identified in Exhibit A, attached hereto and made a part hereof by reference, is property that is deemed appropriate for joint use by the School Board and Leon County for recreational purposes; and

WHEREAS, School Board has determined that it is in the public interest to make the property available for both the School Board's and County's use as a jointly-used recreational facility; and

WHEREAS, County has determined that it is in the public interest to lease the property for use as a jointly-used recreational facility; and

WHEREAS, School Board and County have determined that it is in the public interest to enter into the following lease agreement and take all action necessary to authorize and enter into same, provided by law;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable considerations, receipt and sufficiency of which is acknowledged by the execution and delivery of this instrument, School Board does hereby covenant and agree to and with the said County:

1. LEASED PREMISES. School Board hereby leases and demises to County the Property described in Exhibit A, hereinafter referred to as property, subject to the terms and conditions hereinafter set forth.

2. TERM. The term of the lease shall begin on June 1, 2007, and extend for twenty (20) years to May 31, 2027. Any option to renew is given subject to the terms and conditions of Paragraph 4 hereinbelow.

3. RENTAL RATE BASE TERM. County shall pay to School Board as rent for the property annual rental in the amount of \$1.00 per year. The annual rent due shall be paid upon execution of this lease. Any applicable rental tax shall be paid by County directly to School Board, which shall remit said taxes to the State Department of Revenue.

4. OPTIONS TO RENEW. Provided that there have been no defaults during the preceding lease term, County is hereby given two options to renew this lease for two (2) additional five (5) year terms at the rental rate stated above, plus any applicable rental tax thereon, upon written notice of intent to exercise an option to renew the lease from County to School Board no later than six months prior to the expiration of the then-current term. The terms of the Lease Extension Agreement shall be agreed to by both parties no later than one month prior to the expiration of the then-current term.

5. CANCELLATION. This lease agreement and any extensions thereof may be cancelled by either party, without cause, by giving ninety (90) days written notice to the other party. School Board may terminate this agreement immediately if a felony occurs on the leased property. In the event of cancellation by the School Board, the County shall be reimbursed for the then remaining value of the County-installed recreational facilities and improvements on the property, as determined by the depreciation schedule developed prior to the installation or construction of such improvements. The County would have the option to remove facilities if the School Board cancels the lease.

In the event of cancellation by the County, the County shall have the right to remove any and all fixtures and improvements to the property without damage to the remaining improvements and property, provided, however, that the County shall not remove sod, sand, earth, or landscaping placed on the property, except as incidental to the removal of other fixtures or improvements. Upon cancellation of the agreement by the County, the School Board shall have the right of the first refusal to purchase the County-installed recreational fixtures and improvements at the mutually agreed price, based on the depreciation schedule referred to above, which right of first refusal must be exercised in writing within ninety (90) days of lease cancellation or said right shall terminate.

6. FURTHER COVENANTS OF COUNTY. County, for itself, its successors and assigns, does hereby covenant to and with School Board as follows:

A. DELIVERY OF ALL REQUIRED PAYMENTS: That County shall pay all sums due hereunder at the time and in the manner provided.

B. USE OF PREMISES: That County shall use the property jointly with the School Board only for recreational purposes, in a manner which will not discriminate against any person or class or persons on the basis of race, color, creed, sex or national origin. Upon prior written approval by the School Board, County may erect or place other improvements in or upon the property.

C. TRANSFER PROHIBITED. None of the property shall be transferred, sublet or assigned by County or any agent, employee or other person acting on its behalf; any such action by County is prohibited.

D. POSSESSION, END OF LEASE: That at expiration of the term of this lease, County shall peaceably yield possession of the property to the School Board. Any

additions which are fixed, erected or placed in or upon the property by the County shall be and remain the exclusive property of the County, subject, however, to the provisions for purchase by the School Board in Paragraph 5 above. If the School Board elects not to purchase the said improvements and fixtures, such fixtures, buildings or other improvements shall be removed by the County without damage or injury to School Board's property and other improvements at County's expense within one hundred and twenty (120) days after School Board's written election not to purchase the improvements, or the same shall, at the option of the School Board, become the property of the School Board.

B. ASSENT IS NO WAIVER: That no assent, expressed or implied, by School Board to any breach of the covenants made herein by County shall be deemed to be a waiver of any succeeding breach of the same covenant.

**F. MAINTENANCE AND REPAIRS:**

(1) That County shall, at its own expense, make any and all repairs to the property herein leased which are required during the term of this lease, and at the end of said term, said leased property shall be returned to School Board in good condition, reasonable wear and tear excepted.

(2) That County shall keep the property safe, clean, sanitary and free from trash and debris, and also shall regularly mow the property to prevent the unsightly accumulation of weeds and other vegetation. All regular, routine and special short-term and long-term maintenance on the property shall be performed by the County, at its expense.

(3) That the County shall allow School Board to conduct annual inspections of the facility and property to ensure that property is being properly maintained by County.

(4) That County shall be responsible for its own utility services to the property.

(5) That School Board shall have the right to review any and all improvements to the property prior to finalization of design, and the County shall not undertake any such improvements without prior written School Board approval of the designed project; design and construction shall be at the sole cost of the County.

G. TAXES: That County shall promptly pay any taxes and special assessments, whether imposed by state, county, municipal or other governmental agency, which may be levied or assessed upon the entire property or upon this lease as such (distinguished from the income from it), during said term as the same shall become due and before the delinquency date thereof, upon the presentation to it of the notice or notices calling attention to such taxes or assessments.

H. INSURANCE:

(1) That County shall keep the property and improvements thereto insured against loss by fire, windstorm and vandalism for the full replacement cost.

(2) That County shall maintain, at County's cost and expense, public liability insurance on the property, in the amount of THREE MILLION DOLLARS (\$3,000,000.00) with the School Board of Leon County, Florida, as an additional insured. County shall provide a certificate of insurance to School Board.

(3) That any required insurance shall be maintained from and after the effective date of this lease and throughout the balance of the term of this lease and all extensions or renewals thereof, and shall cover and include all claims or liabilities incurred or arising during the full term of this lease and any extensions or renewals thereof.



(4) That County shall indemnify School Board to the full extent allowed by §768.28, Florida Statutes, for any and all damage, actions, claims, suits and judgments which arise as a result of the use by County of the property. To the extent permitted by Florida law, each of the parties shall indemnify and save harmless the other from any and all claims, demands, suits, actions, expenses and costs, judgments and recovery for or on account of damage occurring to a participant or guests of a participant in a party's activities during that party's exclusive or nonexclusive use of property or facilities belonging to or located on property of the other party. This obligation shall be limited to actions or omissions of the indemnifying party and to those of its agents, employees or personnel acting within the scope of such agency or employment.

7. CONDITION AND CONTROL OF PROPERTY. The School Board shall have first priority in the use of the Property between the hours of 7:30 a.m. and 5:30 p.m. Monday through Friday, during the regular school year. The County shall have first priority to use the property outside of regular school hours and on weekends, provided that such use does not interfere or conflict with activities or programs conducted by the School Principal. The property shall be used only by the County for County recreational purposes only. The school calendar shall take priority in all scheduling matters.

8. OTHER IMPROVEMENTS. Contingent upon prior written approval by the School Board, County may erect or place other improvements in or upon the said property. Any such additions fixed, erected or placed in or upon the property by the County shall be and remain the exclusive property of the County; provided, however, that such building or other improvements shall be removed by the County without damage or injury to School Board's property and other improvements at County's expense within one hundred and twenty (120) days

after the termination of this lease or the same shall, at the option of the School Board, become the property of the School Board.

9. DEFAULT OR BREACH. It is further covenanted and agreed by and between the parties hereto that if any default shall be made by County in any payment of rents or taxes, assessments, insurance premiums, or any other sum herein stipulated and agreed to be paid, or County shall fail to keep and perform any other covenant, condition or agreement herein provided on the part of County to be performed, and such default shall exist for a period of thirty (30) days after notice thereof to County, then and in that case, School Board may serve upon County written notice of such default; and if such default shall then continue without being wholly remedied for a period of fifteen (15) days after the service of such notice, or in a case of a breach other than the payment of money, County shall not have commenced the remedying of such default within the fifteen day period and diligently prosecuted compliance to final termination, then it shall be lawful for School Board, without further notice, to declare said demised term ended and to re-enter and repossess the property, either with or without process of law and County does, in such event, hereby waive any demand for possession of the property. If an emergency exists at one of the sites and the parties hereto cannot resolve the issue within one (1) day, the School Board reserves the right to immediately take possession of the site in question and simultaneously serve a notice of default on the County, and then to terminate the lease fifteen days following a notice of termination to the County, unless the emergency situation has been corrected to the Board's full satisfaction.

County covenants and agrees, upon the termination of said lease term, at the election of School Board or in any other way, to surrender and deliver up said property peaceably to School Board or its successors, immediately upon the termination of said lease term. County shall have

the right to remove all fixtures and improvements in accordance with the terms and provisions of Paragraph 2 of Section 5 hereinabove.

10. COVENANTS OF SCHOOL BOARD. School Board does hereby covenant with County as follows:

A. School Board warrants the quiet and peaceful possession and occupancy of the property as to title to the property but not as to the use of said property or any incidence arising from the use of said property; and with the exceptions stated above, shall defend the same free of charge to the County.

B. School Board authorizes the use of the property only by the County, consistent with its use as a recreational facility, provided that School Board is indemnified by County on account of said usage against any and all claims, damages, actions suits and judgments against either School Board or County, to the full extent allowed by Florida law, and to the extent of the public liability coverage on this property. School Board reserves the right to limit the use of the property for uses which it finds is not consistent with the property's use as a recreational facility.

11. NOTICES. It is understood and agreed that the notices required by the terms hereof to be given shall be directed until and unless either party shall request a change of address, as follows:

School Board of Leon County  
Facilities and Operations Office  
3420 West Tharpe Street  
Tallahassee, FL 32303  
488-0201 and 617-1806.

AND

School Board of Leon County, FL  
Director of Curriculum Services  
2757 West Pensacola Street  
Tallahassee, FL 32303

Leon County, Florida  
Attn: County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, FL 32301

AND

Leon County Division of Parks and Recreation  
2280 Miccosukee Road  
Tallahassee, FL 32308  
606-1470

12. PERFORMANCE. The performance of County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

13. REQUIRED BACKGROUND SCREENING CHECKS. Compliance with the screening requirements established by the Jessica Lundsford Act, Section 1012.32, Florida Statutes, and all other applicable state laws and Board policy regarding background screening shall be guaranteed by the County for all County employees, contractors and volunteers who will be on a school premises during hours designated for usage by the School Board.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers on the day and year first above mentioned.

LEON COUNTY, FLORIDA

By: James G. Sauls  
James G. Sauls, Chair  
Board of County Commissioners

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

By: [Signature]



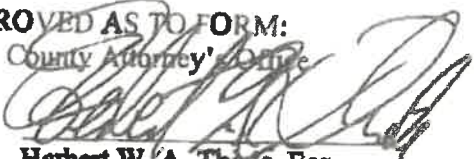
LEON COUNTY SCHOOL BOARD

By: Dee Crumpler  
Dee Crumpler, Chairman  
Leon County School Board

By: Jackie Pons  
Jackie Pons, Superintendent  
Leon County Schools

APPROVED AS TO FORM:  
Leon County Attorney's Office

By:

  
Herbert W. A. Thiele, Esq.  
County Attorney

REVIEWED AND APPROVED:

By:


  
Margaret B. Ausley, Attorney at Law  
Attorney for School Board

EXHIBIT A

Old Concord School Property	15011 Cromartie Rd	11.7 Ac	16-09-20-851-000-0	SOLD
Old Fort Braden School Property ↳ COMMUNITY CENTER	16387 Blountstown Hwy	4.9 Ac	43-04-20-851-000-0	
Fort Braden Elementary School ↳ FIELDS (LEE DAVIS)	15100 Blountstown Hwy	9.3 Ac	23-34-20-801-000-0	
Canopy Oaks Elementary School ↳ FIELDS (LEE DAVIS)	3250 Point View Dr	10.7 Ac	21-05-20-852-000-0	