# Serving Citizens. Shaping Community.

FY 2014/15 Board of County Commissioners Strategic Planning Retreat Monday, December 8, 2014, Goodwood Conference Center 9:00 a.m. – 4:00 p.m. (Breakfast/Refreshments Available at 8:30 a.m.)

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#### 1. Welcome

#### **Retreat Overview**

The 2014 annual Board retreat is themed "Serving Citizens. Shaping Community", which reflects not only the work scheduled for the day, but also our continued focus on serving Leon County citizens and advancing the Vision the Board established for the Leon County community in a manner consistent with our Core Values, while forging strong partnerships and leveraging resources to help achieve our goals.

Over the past several years our community has faced tough economic times, and we are now in a period of slow economic recovery. It is more critical, during resource-strained times such as these, that we build and maintain strong partnerships with our citizens, our institutions, our businesses, and fellow service providers -- and we collaboratively leverage the resources we have to achieve the best outcomes possible.

To this end, the day is broken into two sections: (1) Shaping Our Community; and (2) Executing Our Plan.

#### Section One: Shaping Our Community

As agreed upon by the Board, the first part of the day has been set aside for the Board to engage in two discussions, one specific and one general, and to consider four specific issues the Board asked to be discussed during the retreat.

- Discussion 1 At the Board's request, an invitation was extended to Florida State University (FSU) President John Thrasher, who will share his vision for FSU, and discuss next steps for the Civic Center District Master Plan, including a potential partnership to realize convention center space desired by the County. This project is contemplated in Sales Tax extension, with anticipated funding of \$20 million.
- Discussion 2 At the Board's request, an invitation was extended to Steve Seibert, who will share his insights on building community. In contentious times, it is hard to find the common ground necessary to solve the hard problems facing our communities. Rather than focusing on processes to find common ground and solve problems, Steve will focus on a more introspective approach: personal ethics.
- Board Retreat Issues The Board requested the inclusion of four issues for discussion during the retreat. Information on each of these is included in the Board's retreat materials (see Sections 5.1 through 5.4), and a brief presentation is planned for each issue during the retreat. The Board may consider adopting new FY 2015 Strategic Initiatives with respect to these issues.
  - 1. Mental Health Delivery in the Community
  - 2. Opportunities for the Solid Waste Management Facility
  - 3. Partnering to Promote Skilled Workforce Opportunities
  - 4. The Comprehensive Plan and the Goals of Our Community.

#### Section Two: Executing Our Plan

During the second part of the day, the Board will build upon the strategic planning actions it has taken over the past three years so that Commissioners have continued consensus, and staff have clear direction, as to the Board's vision, priorities, and strategic initiatives.

#### Ground Rules for the Retreat

Everyone's participation, working together to exchange ideas and build consensus, is needed to accomplish the goals established for the Board's retreat. The following ground rules have been identified to help ensure this year's retreat is both positive and productive:

- Listen carefully to each other's contributions. Be open to new ideas. Avoid thinking about how to express your own response or concerns while someone else is sharing.
- Seek clarification when you do not understand another's point or terminology.
- Everyone participates. No one dominates. Be patient and do not interrupt others.
- Avoid "side-bar" discussions.
- Dig deep, think, and reflect.
- Honor time limits.
- Seek out differences of opinion it is okay to disagree. Do not react in a way that may be perceived as judgmental.

#### 2. Introduction

There is little precedent for leading a local government organization through economic times as tough as those we faced over the past few years. With the slow recovery we are now experiencing, including moderate growth in property values, State Shared and ½ Cent Sales Tax revenue, and gas tax revenue, as well as increased local development activity, the FY 2014/2015 adopted budget of \$228,455,029 represents a nominal increase of 2.71% over the prior year's budget. This uptick comes on the heels of six years of budget reductions, and cumulative savings of \$62.3 million (22%) from FY 2007/2008 to FY 2013/2014. During this period, through the steady leadership and vision of the Board of County Commissioners, Leon County has developed a high performance model of governance, providing a framework to excel in tough economic times, and as we begin a measured recovery.

In 2011, the Board authorized and the County Administrator initiated a "new model for the new normal" which included a strategic planning process which aligned with the Board's Vision, Strategic Priorities, and Core Values, with a focus on our citizens, partnerships, and performance. A cultural shift was instituted to create our people focused, performance driven culture and a renewed focus on strategic planning to achieve results even in difficult times. The Board initiated a two-year strategic planning process and revamped its annual retreat process. While prior Board retreats focused on projects and actions the County would pursue during the year, the 2011 retreat singularly focused on strategic planning: what the Board wanted to accomplish in the long-term, and the course for getting there.

Consistent with this new model, the 2011 retreat was themed "Charting the Course for Leon County's Future." During the retreat, the Board defined its Vision for the Leon County community, and established four Strategic Priorities: Economy, Environment, Quality of Life, and Governance. These Strategic Priorities are high level areas of focus which consider the desired future condition, and are critical to the success of the community and consistent with major areas of Leon County government's responsibilities.

Subsequent to receiving the Board's direction during its 2011 retreat, extensive efforts were undertaken from December 2011 to February 2012 to identify 84 Strategic Initiatives, adopted by the Board on February 28, 2012, which bring the four Strategic Priorities into action.

As it was the second year of the Strategic Plan, the December 2012 retreat provided the Board with an opportunity to review and update the plan, and it was appropriately themed "Steering the Course for Leon County's Future." During the retreat, the Board refined some of its Strategic Priorities and Strategic Initiatives, and identified 25 new Strategic Initiatives. Additionally, the Board made a minor, yet meaningful, revision to its Vision Statement: Leon County government was not to be "a" catalyst, but "the" catalyst for engaging citizens, community and regional partners. The updated Strategic Plan was adopted on January 29, 2013.

During last year's retreat, the Board adopted 15 more Strategic Initiatives, and transitioned to a five-year planning cycle. Leon County's FY 2012 – FY 2016 Strategic Plan, adopted on January 21, 2014, includes a total of 124 Strategic Initiatives.

Throughout the year, Leon County government has worked to fulfill these commitments. We served citizens and enhanced community attachments by partnering on events such as the County's award winning Citizen Engagement Series, in partnership with Village Square, and Operation Thank You events. We focused upon our partnership with our citizens, improving the civic health of Leon County through the Citizen Engagement Series and citizen advisory committees, including the Sales Tax Committee. Combined with a robust educational outreach campaign, the Penny Sales Tax was approved by 65% of the voters this November.

Leon County is serving citizens and shaping our community with game changing results, which will continue to benefit generations to come, including: DOMI - incubator and co-working space intent on building community and accelerating growth of high-impact startup companies; Cascades Park - a stormwater facility that has become the newest social center of our community; Gaines Street - which continues to spark revitalization along this critical connector and private sector investment in the urban core; and Apalachee Regional Park - which is drawing top local, state, and national talent to cross country running events.

Leveraging resources is critical to the success of projects such as these, and effective only with strong partnerships. Leveraging resources provides financial benefits and value, in terms of achieving better projects with broader support and long-term sustainability, because effective leveraging requires a deep understanding of, and the ability to meet, the other partners' and funders' needs and interests.

Consistent with the Board's focus on building community, forging strong partnerships, and leveraging resources to achieve greater impact and value, during part of the 2014 annual retreat the Board is scheduled to have facilitated discussions with:

- Florida State University President John Thrasher, who will discuss his vision for FSU and next steps for the Civic Center District Master Plan, including a potential partnership to realize convention center space desired by the County. This project is contemplated in Sales Tax extension, with anticipated funding of \$20 million.
- Steve Seibert, who will focus upon building community in contentious times, and personal ethics to consider which may help us face the challenges of conflict and change.

The Board will then be provided brief presentations on four issues that the Board asked to be included as part of this retreat: Mental Health Delivery in the Community; Opportunities for the Solid Waste Management Facility; Workplace Preparation for the Skilled Trades; and the Comprehensive Plan and the Goals of our Community.

The remainder of the retreat provides the Board with an opportunity to review, affirm, or amend its Strategic Plan, including its Vision Statement, Strategic Priorities, and Strategic Initiatives, to assure Commissioners have continued consensus and staff have clear direction as to the execution of the Board's priorities.

This year's retreat serves as an "update year" and focuses on identifying new Strategic Initiatives, as well as, possibly modifying existing Strategic Initiatives. During the "plan year" (next scheduled for 2016), the Board will conduct a comprehensive re-evaluation of its SWOT analysis, Strategic Priorities, and associated Strategic Initiatives. The planning schedule is summarized below.

Plan Year	Type of Review	Board Retreat Discussion	Plan Adoption by the Board
1	Plan Year	December 2011	Adopted February 28, 2012
2	Update Year	December 2012	Revised January 29, 2013
3	Update Year	December 2013	Revised January 21, 2014
4	Update Year	December 2014	Will be presented for adoption in January or February 2015
5	Update Year	December 2015	Will be presented for adoption in January or February 2016
New-Yr. 1	Plan Year	December 2016	Will be presented for adoption in January of February 2017

# **SECTION ONE: Shaping our Community**

#### 3. FSU President John Thrasher

#### Background: Madison Mile Convention District

During the sales tax process, the Leon County Sales Tax Committee heard a proposal from Florida State University (FSU), regarding the Madison Mile project, which was later approved by the County and City Commissions as part of the penny sales tax extension. The proposed project would be utilized to create a convention center on or near the existing Donald L. Tucker Civic Center site. The broader Madison Mile Convention District redevelopment effort, including the convention center, is estimated to create 4,000 jobs and a \$430 million in economic impact during the construction period. The completed convention center is estimated to create 1,000 jobs and a recurring \$100 million economic impact. Conservatively, the convention center will drive an additional 25,000 visitor nights annually, boosting tourism development tax (TDT) revenues.

Subsequent to the Leon County Sales Tax Committee meeting, President Barron was invited to attend the Board's December 2013 Annual Retreat to provide additional information about the redevelopment of the Civic Center District with a conference hotel and convention center. At the retreat, President Barron shared the latest information on FSU's vision and conceptual plan for the Civic Center District including the proposed conference hotel and convention center. The Board then directed the County Administrator to work with FSU on the master planning effort including a potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial participation and programmatic role for future Board consideration after the passage of the sales tax.

Currently, Florida State University (FSU) is pursuing this concept and has previously hosted a community visioning session on revitalizing the Civic Center, hired a consultant to prepare an economic feasibility report and conceptual master plan for the Civic Center and adjacent properties, and sought visitation data through the County's Division of Tourism Development to gauge the local market for the addition of an FSU-branded conference hotel and convention space. Once the conceptual master plan is completed, FSU plans to issue a Request For Proposals (RFP) to gauge the market interest for the hotel under a public/private partnership that includes the relocation of the School of Hospitality, which is currently located in the University Center, and School of Business on the same campus. The addition of a large venue to host major conferences and conventions at this site would contribute to the redevelopment of downtown and Gaines Street, increase passenger traffic at the airport, and enhance the regeneration of the TDT to support other investments such as the visitor-marketing program and cultural organizations. Additionally, the plan would provide workforce opportunities and workforce training.

Leon County Tourism Development is currently working closely with FSU to determine the market conditions and related demand for expanded convention center space as the centerpiece of the Madison Mile Convention District.

The Board also took additional action during the spring and on October 14, 2014 regarding the operational support of the convention center. Specifically, the Board directed that the remaining ½-cent be utilized for tourism related expenses as determined by the Board and, upon a future determination by the Board, redirect these funds to support the operations of the convention center once it is operational.

On November 4, 2014, Leon County voters approved the extension of the penny sales tax with 65% of the voters supporting the extension, which include the Madison Mile Convention District at a projected cost of \$20 million.

#### 4. Thoughts on Building Community, with Steve Seibert

Steven M. "Steve" Seibert is a Founding Partner of triSect, LLC, a strategy consulting firm focused on civic innovation serving the business, government and independent sectors.

Steve's diverse professional career is founded upon innovative leadership, strategic foresight and a knack for helping to resolve difficult disputes. The *Tampa Bay Times* described Seibert as "a consensus builder with an eye to the future" and one of Florida's "significant thinkers."

Seibert is a 1977 graduate of The George Washington University, where he was chosen for Phi Beta Kappa, and is a 1980 graduate of the law school at the University of Florida. For the succeeding decade, he practiced environmental and land use law in both the public and private sectors. Seibert was elected to the Pinellas County (FL) Commission in 1992 and twice served as its Chairperson. He chaired, or was a member of, several important regional and statewide committees typically dealing with water, transportation, land use or environmental issues.

After his re-election in 1996, Steve was tapped by Governor Jeb Bush to lead Florida's Department of Community Affairs and served in that capacity from 1999-2003. Governor Bush called Seibert "an outstanding public servant" and noted "his ability to bring people together to achieve meaningful reforms will be his lasting legacy." In fact, Seibert has received appointments from four Florida Governors to positions and commissions of importance.

Seibert is a member of the Board of Directors of The Mosaic Company (MOS), a Fortune 500 company and the world's leading producer of concentrated phosphate and potash crop nutrients. He serves as Chairman of the Environmental, Health, Safety and Sustainable Development Committee and as a member of the Corporate Governance and Nominating Committee.

Steve served as the initial Executive Director of the Century Commission for a Sustainable Florida, and as a Senior Vice President and Director of Strategic Visioning for the non-partisan "think tank," the Collins Center for Public Policy. He is currently a Senior Strategic Advisor for the University of Florida's Institute for Food and Agricultural Sciences (IFAS) and operates The Seibert Law Firm.

Steve has been a Florida Supreme Court certified mediator for more than 20 years and has gained a statewide reputation for helping to resolve contentious public and private sector disputes. He was awarded the statewide "Excellence in Mediation Award" and was significantly involved in helping to broker the end of the Tampa Bay "water wars." Seibert holds an "AV Pre-eminent" legal rating and has been named one of Florida's "Legal Elite" by Florida Trend magazine. He has been designated a "2013 Top Rated Lawyer in Land Use and Zoning" by Martindale-Hubbell.

Seibert is Chairman of the Board of Trustees of the Florida Humanities Council, a graduate of Leadership Florida (Class XIII) and has earned membership in the Association of Professional Futurists. He has been a respected member of the Florida Bar for over 30 years.

Steve has two sons. He and his wife live in Tallahassee, Florida.

#### 5. Board Retreat Issues

#### 5.1 Mental Health Delivery in the Community

#### Background:

Apalachee Center, Inc. (ACI) is the only healthcare facility in Leon County designated as the public-receiving facility (in-patient) for individuals in a mental health (Baker Act) and/or substance abuse (Marchman Act) crisis. Leon County contracts with ACI for the provision of these services, up to the FY 2015 budgeted amount of \$638,156. Table 1 summarizes Leon County Baker/Marchman Acts patient utilization at ACI.

Table 1 - Apalachee Center, Inc.								
	State Mandated Baker/Marchman Acts Leon County Patient Utilization							
FY 5/06	FY 5/06 FY 6/07 FY 7/08 FY 8/09 FY 9/10 FY 10/11 FY 11/12 FY 12/13 FY 13/14							FY 13/14
2,203	2,203 2,190 2,375 2,128 2,532 2,560 2,314 2,106 2,101							

- Tallahassee Memorial HealthCare (TMH) operates a Behavioral Health Center that also provides inpatient and outpatient mental health services, including treatment of substance abuse at its Recovery Center, but it does not receive County funding.
- In FY 2008, the Board appropriated an additional \$100,000 to the Health Department to provide mental health services at Bond Community Health Center (Bond) and Neighborhood Medical Center (NMC). Subsequently, the Health Department contracted with ACI to provide mental health staff at Bond and NMC.
- In FY 2010, the provision of mental health funding to Bond, NMC, and ACI was brought under the County's Primary Healthcare Program instead of being contracted out to the Health Department. The funding was divided so that Bond and NMC each received \$50,000 to hire their own mental health professionals onsite, reimbursed at an \$80 per patient visit rate, and ACI received \$157,671 for outpatient mental health services provided at ACI. This is how the program operates today.
- Sponsored through a 4 year federal Substance Abuse and Mental Health Service Administration (SAMHSA) grant, BAWIC- the Bond-Apalachee Wellness Intergration Center, allows mental health patients to also receive primary health care all under one roof.
- While the Board maintained level funding for the primary care program, of the \$798,097 allocated to NMC in FY 2015, NMC doubled its share of County funding dedicated to mental health services from \$50,000 to \$100,000 to address patient needs.
- Annual funding to the County's CareNet program provides access for patients to participate in patient assistance programs, which in turn, make needed medications, including mental health drugs, affordable and accessible.
- The relocation of The Shelter, along with the new Comprehensive Emergency Services Center, will continue its collaborative partnership with the Renaissance Community Center and all the agencies that work within it: Ability 1st, Big Bend Homeless Coalition Home Plate Program, ACI, and The Shelter's own clinic program. Clients will have access to the ACI's Mental Health Outreach Program, which includes a prescription component and assistance with applying for benefits. The goal is to have a collaborative mental health program that includes Bond, NMC, TMH, and others.
- To facilitate the disposition of cases of mentally ill and developmentally disabled defendants in the criminal justice system, the Board created a Court Mental Health Coordinator position in 2004 and currently provides \$284,524 for the mental health court program which includes three FTEs through Court Administration and the Office of Intervention and Detention Alternatives.
- Since 2004, the County has provided over 500 local law enforcement officers with Crisis Intervention Team Training to divert the mentally ill into appropriate community-based treatment, in lieu of incarceration.

- Leon County funds competency restoration training for defendants found by the Court to be incompetent to proceed, but who are not covered under Florida Statutes for state assistance.
- The overall cost for treating mentally ill patients at the Leon County Jail is roughly \$1.2 million in FY 2015. This includes doing intakes, 14 day health assessments, mental health screenings, mental health evaluations, mental health follow-ups, suicide watches, discharge planning, sick call, 2 medication passes, filing paperwork, drawing labs, infirmary care, etc.
- Additional information regarding Leon County Court Mental Health Services is provided as Attachment #1.
- Table 2 provides a summary of Leon County Mental Health Funding, which totals approximately \$2.5 million this fiscal year.

	Table 2 – Leon County Funding for Mental Health Services, FY 2001 - 2015									
Agency	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
Leon County Health Department*	N/A	\$157,671	\$257,671	\$257,671	N/A	N/A	N/A	N/A	N/A	N/A
Apalachee Center, Inc. (Baker/ Marchman Acts)	\$602,281	\$611,505	\$614,580	\$614,949	\$628,004	\$638,156	\$638,156	\$638,156	\$638,156	\$638,156
Apalachee Center, Inc. (Primary Healthcare Program)	N/A	N/A	N/A	N/A	\$157,671	\$157,671	\$157,671	\$157,671	\$157,671	\$157,671
Bond Community Health Center	N/A	N/A	N/A	N/A	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Neighborhood Medical Center***	N/A	N/A	N/A	N/A	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$100,000
Mental Health Docket	\$175,403	\$188,710	\$190,931	\$188,803	\$191,346	\$189,565	\$259,810	\$285,703	\$281,572	\$284,524
Estimated Jail Costs	N/A	N/A	N/A	N/A	\$1,023,210	\$1,065,388	\$837,091	\$989,289	\$1,006,508	\$1,225,318
Total	\$777,684	\$957,886	\$1,063,182	\$1,061,423	\$2,100,231	\$2,150,780	\$1,992,728	\$2,170,819	\$2,183,907	\$2,455,669

<sup>\*</sup> For FY 06/07 and FY 08/09, the Board provided mental health funding to the Leon County Health Department who contracted with ACI for provision of services at Bond, NMC, and ACI.

Annual funding to the County's CareNet program provides access for patients to participate in patient assistance programs, which in turn, make needed medications, including mental health drugs, affordable and accessible.

#### **Current Issues:**

- According to the US Census Bureau, Florida 2013 American Community Survey, there are 36,000 uninsured residents in Leon County (approximately 12.8% of the estimated 2013 population of 278,449). If Medicaid expansion were approved in Florida, the Kaiser Family Foundation estimates that the number of uninsured people in Leon County would be cut in half thereby offering greater access to mental healthcare services.
- The Board adopted a Resolution urging the Florida Legislature to expand the Medicaid program.
- One of the major problems in the criminal justice system is the revolving door for people with mental illness. Inmates typically have high rates of mental illness and chronic disease, but if they can continue the treatment they started in jail through Medicaid when released, it may help keep them out of jail. Continuity of care is vital for those coping with mental illness.

<sup>\*\*</sup> Overall County funding to NMC in FY 15 remained level but NMC chose to designate additional funds for mental health services to address patient needs.

• Current capacity for bed space in the three state hospitals designated for inmates with severe mental illness is limited to 1,700. This space is utilized by all 67 counties and accounts for greater wait times to transfer inmates with severe mental illness.

#### Near-Term Issues:

- Continue to encourage the State to increase bed space at Florida State Hospitals for those charged with felony crimes, and include as a legislative priority.
- Continue to coordinate mental health services provided by the CareNet agencies to facilitate the integration of primary health care and behavioral health care in order to increase access to care.
- Continue outreach and coordination with Goodwill's Prosperity Center and the Homeless Shelter.
- Continue to support additional community mental health services. Capital Regional Medical Center is preparing to open a 24-bed inpatient adult behavioral health program in 2015.
- Continue to provide Crisis Intervention Team Training for all local law enforcement.

#### **Long-Term Issues:**

- Medicaid benefits are terminated once an individual is incarcerated, requiring the County Jail to pay
  for medical expenses regardless their Medicaid eligibility. Once released, these individuals must begin
  the cumbersome process of re-enrolling in the program. The Florida and National Association of
  Counties have continued to advocate for changes to the Medicaid program that would allow an
  otherwise eligible person who is in custody, but not convicted, to remain eligible for medical benefits
  until such time as they may be convicted or sentenced.
- Continue to identify options for permanent housing to mitigate the probability of recidivism after case disposition.

#### **Current Strategic Priorities:**

- Quality of Life To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)
  - O (Q3) Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)

#### **Current Strategic Initiatives:**

None currently

#### Potential New FY 2015 Strategic Initiative, for Board Consideration:

• Provide an early budget discussion item regarding County support for primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the local criminal justice system. (Q3, G2)

#### Attachment:

1. Leon County Court Mental Health Services Overview

#### 5.2 Opportunities for the Solid Waste Management Facility (SWMF)

#### Background:

- Florida counties have a statutory responsibility to provide solid waste disposal to their entire jurisdiction (Chapter 403.706, Florida Statues).
- In 2001 the County ceased accepting Class I (household waste) materials at the SWMF and opened the Leon County Transfer Station. Through an agreement with Waste Management, Inc., the waste received at the Transfer Station is hauled and disposed of at a regional disposal facility in Jackson County (approximately 170,000 tons annually at a cost of \$4.3 million).
- To increase the County's recycling rate, the County entered into a partnership with Marpan Recycling in 2008. Through this partnership all Class III (construction/demolition) waste is no longer accepted at the SWMF, but is directed to Marpan where approximately 65% of the waste is now recycled.
- The only waste continued to be buried at the SWMF are materials that cannot be recycled by Marpan.
- In addition to the disposal of waste at the Transfer Station and Marpan Recycling, the County provides yard waste, hazardous & electronic disposal services, free mulch & re-used items at the "Swap Shop".
- To address odor issues at the SWMF, in 2007 the County installed a gas collection system that has significantly mitigated the odor.
- The SWMF currently costs more to operate than the revenues generated. In the FY2014 budget
  process, staff projected cost savings associated with a complete closure of the landfill occurring in
  the near future.
- Leon County maintain a Class I Disposal Operating Permit for the SWMF. The operating permit is valid through 2019 and allows the SWMF to accept solid waste. The permit is eligible for renewal every 5 years.

#### **Current Issues:**

- Consistent with adopted County policies, Leon County Solid Waste Management is intended to operate as an enterprise fund; meaning revenues should support expenditures. However, the fund is currently reliant upon the use of fund balance (approximately \$600,000 annually) to support the operation of the landfill. The current model is not sustainable in the long term without either increasing revenues or decreasing expenditures; possible options include fully closing the landfill or evaluating the possible opening of the landfill to Class I solid waste.
- A preliminary review indicates the landfill has capacity to accept waste for at least 31 years.
- Leon County has an active disposal & hauling agreement with Waste Management through May 2018.
- Leon County receives recycling credits from the amount of energy generated by the disposal of Solid Waste Leon County sends to Waste Management (Springhill Landfill).
- Leon County ships, on average, between twenty five to twenty eight semi-trucks of solid waste a day to Springhill Landfill, which has a significant carbon footprint.

#### Near-Term Issues:

- Over the past several years, the Solid Waste disposal industry has evolved tremendously. New technology and disposal methods have been specifically developed to further control odor and vectors (birds)l.
- Accepting solid waste to the SWMF could generate enough revenue to allow the SWMF to be self-sustaining.
- Expand services offered to the public at the SWMF with regards to landscaping and reuse of materials.
- The SWMF is situated near a residential area and is adjacent to Leon County Parks Regional Cross County course and multipurpose fields. Technological advancements in the disposal of solid waste have allowed many disposal facilities to coexist near residential communities.

#### Long-Term Issues:

- Maintaining an active landfill permit provides Leon County a strong position for future negotiations with Waste Management regarding the hauling and disposal contract to the Springhill Landfill.
- Maintaining an active landfill permit provides Leon County an alternative disposal option in the event a natural disaster or if Springhill no longer is able to accept waste.
- The existing closed Phase I cell has the potential to be re-opened, lined (thereby providing greater environmental protection) and the waste reclaimed thereby creating additional long-term capacity.
- Redirecting Leon County's Solid Waste to the SWMF would allow the County to explore renewable
  energy opportunities. Without a constant waste stream current methane levels will continue to
  decrease.
- Waste Management disposal contract allows for an unlimited annual fuel surcharge. The surcharge is a calculation based on several features (travel distance, number of trips, and MPG). In 2013 Leon County paid Waste Management a fuel surcharge in excess of \$330,000.
- Carbon footprint, related to the trucking of solid waste to Springhill.
- Master planning for the SWMF would commence once a final determination is made with regard to the landfill operations.
- Pending a final determination of the landfill, opportunities can be explored for the future of the Transfer Station.

#### **Current Strategic Priorities:**

- Environment: To be a responsible steward of our previous natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings (EN).
  - o (EN4) Reduce our carbon footprint, realize energy efficiencies.
- Quality of Life: To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community (Q).
  - (Q1) Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents.
- Governance: To be a model local government which our citizens trust and to which other local governments aspire (G).
  - o (G5) Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.

#### **Current Strategic Initiatives:**

- (Q1) Develop Apalachee Facility master plan to accommodate year-round events.
- (EN4) Develop and implement strategies for 75% recycling goal by 2020.
- (G5) Develop strategies to eliminate general revenue subsidies for business operations (i.e. Solid Waste)

#### Potential New FY 2015 Strategic Initiative, for Board Consideration:

- Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts:
  - o A complete closure of the landfill;
  - o Re-direct all Class I Solid Waste from the Transfer Station to the landfill; and
  - o A hybrid solution that includes both Class I Solid Waste disposal at the landfill and through the Transfer Station. (Q1, EN4, G5)

#### **Attachments:**

- 1. Solid Waste Consulting Engineer of Record Preliminary Landfill Analysis
- 2. Site Map of Solid Waste Management Facility
- 3. Waste Management Contract for Hauling and Disposal
- 4. Contract Extension

#### 5.3 Partnering to Promote Skilled Workforce Opportunities

#### Background:

- During the 2014 National Association of Counties Annual Conference, a workshop was held on Innovations in Workforce Development. This workshop focused specifically on the Upper Peninsula of Michigan's efforts to promote job opportunities in the community for high-demand, high-wage careers in the construction and industrial trades.
  - The mission of the Upper Peninsula Construction and Industrial Trades Regional Skills Alliance (UP Construction RSA) is to recruit the best and brightest into the construction industry by raising awareness among parents, students, job seekers and educators.
  - o *Industrial Trades Career Day* was created in 2005 due to an estimated 40% of the industries' workforce set to retire by 2010 and awareness of the high-demand, high-wage career opportunities in the construction and industrial trades industries.
  - o The event was nominated for the National Association of Workforce Boards W.O. Lawton Business Leadership Award in 2014 (Attachment #1).
  - o A planning committee includes: UP Construction RSA, Michigan Worksl, The Job Force Board, local educators and union representatives.
  - Over 400 high school juniors and seniors from three counties typically participate in the Industrial Trades Career Day to experience hands-on activities and gain first-hand knowledge of career opportunities within the trades. The career day also focuses on the role math plays in the everyday life of a construction worker while on-the-job. Attachment #2 contains several news articles regarding the day.

#### **Current Issues:**

- Middle-skill jobs require education beyond high school, but not a four-year degree, and make-up the largest part of America's labor market.
  - o Account for 55% of Florida's labor market, but only 46% of the state's workers are trained to the middle-skill level (National Skills Coalition).
- The National Skills Coalition estimates that, from 2013-2021, 51% of Florida's job openings will be middle-skill jobs (Attachment #3).
- A USA Today article on "Where the Jobs Are" estimates that more than 2.5 million good paying middle-skill jobs will be created in the next few years, and poses the question, "Will workers know how to get them?" (Attachment #4).
- Florida CHOICES (www.flchoices.org) is the state's career information delivery system where high school students can prepare for work or postsecondary education.
  - o Includes assessments for interests, skills, and values as well as information on careers and postsecondary education.
  - Website users can explore career clusters, search for careers matching education and needs, see hot careers in Florida, explore job banks, create resume, prepare for interview, explore schools choices, as well as college planning timelines.
- Local institutions providing career day opportunities:
  - O Lively Technical Center, Tallahassee Community College and Florida State University all currently hold career fairs geared toward adults.
  - Leon County Schools partners with Tallahassee Community College to host a College and Career Fair.

#### **Near-Term Issues:**

- Evaluate and identify specific middle-skill job opportunities anticipated locally.
- Consider collaboration with community and regional partners to host a new "Leon Works" exposition to educate high school students (15-18 years old) on middle-skill career and job possibilities, anticipated locally, that do not necessarily require a traditional four-year college degree.
  - Possible partners include: CareerSource Capital Region, Leon County Schools, Tallahassee Community College Lively Technical Center, Keiser University, Florida Choices, and the Economic Development Council.
  - o If pursued, anticipate the "Leon Works" exposition would provide students in our region with hands-on exposure to the diverse and exciting middle-skill careers while raising awareness among parents, students, job seekers, and educators regarding a wide range of career opportunities anticipated locally.
  - o This exposition could include interactive exhibits, trade industry displays and demonstration projects that may require student involvement.

#### Long-Term Issues:

• Goal to make this event self-sufficient through the engagement of community and regional partners.

#### **Current Strategic Priorities:**

- Economy To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy.
  - (EC2) Support business expansion and job creation, including: the implementation of the Leon County 2012-2013 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
  - o (EC6) Ensure the provision of the most basic services to our citizens most in need so that we have a "ready workforce." (2012)

#### **Current Strategic Initiatives:**

None currently

#### Potential New FY 2015 Strategic Initiative, for Board Consideration:

- Evaluate and identify the projected unmet local market for middle-skill job opportunities. (EC2, EC6)
- Based upon the projected unmet local market for middle-skill jobs, and with Board approval, collaborate with community and regional partners to host a new "Leon Works" exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities. (EC2, EC6)

#### **Attachments:**

- 1. National Association of Workforce Boards W.O. Lawton Business Leadership 2014 Award Application
- 2. News articles regarding the *Industrial Trades Career Day*
- 3. National Skills Coalition State of Florida Statistics on Middle-Skill Jobs
- 4. USA Today Article on "Where are the Jobs?"

#### 5.4 The Comprehensive Plan and Goals of the Community

#### Background:

- The Local Government Comprehensive Planning and Land Development Regulation Act of 1985 required each local government to develop and submit a comprehensive plan. In response to this legislation, the Local Planning Agency (LPA), consisting of citizen volunteers was formed in June 1987. The LPA established five citizen task forces in April 1988: conservation & recreation/open space; housing; utilities; transportation; and intergovernmental coordination. These committees generated the goals, objectives and policies to be incorporated in the respective elements of the comprehensive plan. The initial plan was finally adopted in 1991.
- Since 1991 the plan has been updated annually via the comprehensive plan amendment process. Major updates to the plan occurred in 1997 and 2007 as part of the statutorily required Evaluation and Appraisal Report or "EAR". The EAR process entailed an evaluation of the plan's effectiveness, updates to the data and analysis used to guide policy making, and any necessary amendments to the plan.
- Comprehensive Plan amendments may be initiated by property owners, the Planning Department, the Planning Commission, the City of Tallahassee, or Leon County. Between 2004 and 2014, the average number of citizen-initiated amendments has been five (5) per cycle. Government initiated amendments have averaged twelve (12) per cycle.
- Recent, larger Comprehensive Plan reform efforts have included: Revisions to the Mixed-use Land Use Category (2000-2007); creation of the Mahan Drive Corridor Study and Gateway Nodes (2003 2010); and creation of the Multimodal Transportation District [MMTD] (2007-2009).
- Other major planning initiatives within the last 10 years include: development of a Downtown Boundary, creation of a multimodal (MMTD) Boundary, and development of Wakulla Springs protection policies.
- Current major planning initiatives include developing Comprehensive Plan policies for concentrated development within nodes of the Lake Jackson drainage basin.
- Today, the comprehensive plan is approximately 350 pages in length. It contains ten (10) elements, eight (8) of which are required by statute and two (2) that are optional. Within these elements are 43 goals, 149 measurable objectives, and 751 implementing policies.

#### **Current Issues:**

- The number of amendment applications received annually suggests the plan is functioning well and meeting the needs of the community; however, some areas of the plan contain ambiguous (or too much detailed) language and could be revised.
- The Land Use Element has not been comprehensively revised since the plan was originally adopted.

#### **Near-Term Issues:**

- Usability of the existing comprehensive plan is difficult
- Revisions to various land use categories to standardize formatting and increase clarity
- Ability for significant public involvement during development of future EAR based amendments

#### Long-Term Issues:

- Creation of a mobility fee system to replace concurrency
- Updates to the Conservation Element
- Overall transitioning of the comprehensive plan from a regulatory document to a vision plan

#### **Current Strategic Priorities:**

- Economy: To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)
  - o (EC2) Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- Environment: To be a responsible steward of our previous natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings (EN).
  - (EN1) Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local upstream pollution. (rev. 2013)
  - (EN2) Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- Quality of Life: To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community (Q).
  - o (Q6) Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)
  - o (Q7) Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (2012)

#### **Current Strategic Initiatives:**

- (EC2) Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity.
- (EN1, EN2, G2) Develop solutions to promote sustainable growth inside the Lake Protection Zone.
- (Q6, Q7) Develop performance level design standards for Activity Centers.

#### Potential New FY 2015 Strategic Initiatives, for Board Consideration:

- Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan.
- Reformat the existing on-line comprehensive plan to modernize its appearance and increase usability
- Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining.

#### **Attachments:**

1. Comprehensive Plan History Primer

#### **SECTION TWO:**

# Serving Our Citizens: Executing Our Plan to Meet the Needs of Today While Fulfilling the Board's Vision for Tomorrow

## 6. Vision Statement – Review, Affirm, or Amend

A Vision Statement is an aspirational description of what an organization would like to achieve or accomplish in the future and it is intended to:

- Help to maintain focus on long-term Strategic Priorities, orient energies and resources, and serve as a guide to action;
- Challenge and inspire County divisions to achieve their missions; and
- Unite people toward the pursuit of a common focus.

Leon County's Vision Statement, which provides Board consensus of what the future of Leon County should be, in an ideal state, as well as what people will perceive of Leon County in the future, is set forth in its Strategic Plan (Attachment #1), and reads as follows:

## Leon County's Vision Statement

"As home to Florida's capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community's precious resources, the catalyst for engaging citizens, community and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals."

The Leon County Board of County Commissioners initially defined its Vision Statement during its December 2011 annual retreat, which led to each of 17 Leon County work areas preparing their Mission Statement, identifying ongoing internal efforts that support and advance the Board's Vision Statement. The Board then amended its Vision Statement during its 2012 retreat, adding "As home to Florida's capitol" as a lead-in phrase, and changing "a catalyst" to "the catalyst."

During the December 2013 annual retreat, the Commissioners considered whether or not to amend Leon County's Vision Statement for the Community, and the Commissioners unanimously approved accepting the current Vision Statement, unchanged.

Given the extensive work previously devoted to establishing the long-term Vision Statement for the County, it is not anticipated that any changes would occur to the Vision Statement during this year's retreat. However, it is anticipated that the Board's work effort at the retreat will focus on identifying new strategic initiatives, as well as, possibly modifying existing strategic initiatives. The strategic initiative work will occur after the vision and strategic priorities are addressed.

#### Attachment:

1. Leon County Board of County Commissioners Strategic Plan

## 7. Strategic Priorities - Review, Affirm, Amend or Add To

Leon County's strategic planning process establishes a long-term plan to achieve a specified vision, through the attainment of Strategic Priorities. The Board defined four Strategic Priorities during its 2011 retreat, and refined them in 2012. During the December 2013 annual retreat, the Commissioners considered whether or not to amend Leon County's Strategic Priorities, and the Commissioners unanimously approved accepting the current Strategic Priorities, as stated, unchanged.

The Strategic Priorities (Economy, Environment, Quality of Life, and Governance) are high-level categories of focus, which consider the desired future condition and the major areas of County government's responsibilities, critical to the success of the community. Strategic Priorities determine the entire direction of Leon County government.

Each Strategic Priority is identified with:

- A <u>Title</u> (which is a general area of focus),
- A General Statement (which is a general strategy statement, and speaks to the overall mission of the organization with respect to this general area of focus), and
- Directional Statements (to provide focus and additional specificity for each area).

The four Strategic Priorities are set forth in Leon County's Strategic Plan. For ease of reference, they are repeated on the following pages.

As with the Vision Statement, it is also not anticipated that any changes would occur to the Board's Strategic Priorities and corresponding directional statements, given the extensive amount of work that was previously devoted in establishing them. However, it is anticipated that the Board's work effort at the retreat will focus on identifying new Strategic Initiatives, as well as, possibly modifying existing Strategic Initiatives. The strategic initiative work will occur after the vision and strategic priorities are addressed. If a Strategic Initiative is identified that does not readily align with an existing Strategic Priority's Directional Statement then it is recommended that a new appropriate Directional Statement be established at that time.

#### **Strategic Priorities - Current**

<u>Strategic Priority - Economy</u> - To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)

- ➤ (EC1) Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)
- ➤ (EC2) Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- ➤ (EC3) Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurism and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority and Innovation Park. (2012)
- ➤ (EC4) Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- ➤ (EC5) Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (2012)
- ➤ (EC6) Ensure the provision of the most basic services to our citizens most in need so that we have a "ready workforce." (2012)
- ➤ (EC7) Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)

<u>Strategic Priority - Environment</u> - To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)

- ➤ (EN1) Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)
- ➤ (EN2) Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- ➤ (EN3)- Educate citizens and partner with community organizations to promote sustainable practices. (2012)
- ➤ (EN4) Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (2012)

(continued)

#### Strategic Priorities – Current (continued)

<u>Strategic Priority - Quality of Life</u> - To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)

- ➤ (Q1) Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)
- ➤ (Q2) Provide essential public safety infrastructure and services which ensure the safety of the entire community. (2012)
- ➤ (Q3) Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)
- ➤ (Q4) Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- ➤ (Q5) Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)
- ➤ (Q6) Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)
- ➤ (Q7) Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (2012)
- ➤ (Q8) Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (2013)
- ➤ (Q9) Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods. (2013)

<u>Strategic Priority - Governance</u> - To be a model local government which our citizens trust and to which other local governments aspire. (G)

- ➤ (G1) Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- ➤ (G2) Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (2012)
- ➤ (G3) Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- ➤ (G4) Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (2012)
- ➤ (G5) Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)

## 8. Strategic Initiatives Status Report

Subsequent to receiving the Board's direction during its December 2011 retreat, extensive efforts were undertaken from December 2011 through February 2012 to identify 84 Strategic Initiatives that would bring the Board's four Strategic Priorities into action. Those Strategic Initiatives were approved by the Board on February 28, 2012.

The December 2012 retreat provided the Board with an opportunity to update the Strategic Plan it had established in 2011. During the retreat, the Board refined some of its existing Strategic Initiatives, and identified 25 new Strategic Initiatives, which were adopted by the Board on January 29, 2013.

The Board identified 15 additional Strategic Initiatives during its 2013 retreat. Additionally, during the 2013 retreat the Board approved transitioning to a five-year planning cycle, with continued annual reviews and updates, and semi-annual status reports. The Board adopted Leon County's revised FY 2012 – FY 2016 Strategic Plan on January 21, 2014.

Each of these 124 Strategic Initiatives (84 FY 2012, 25 FY 2013, and 15 FY 2014) aligns with and advances one or more of the Board's Strategic Priorities, which in turn supports and advances the Board's Vision. The Vision Statement, Strategic Priorities and Strategic Initiatives are documented in the Board's Strategic Plan.

A status report on the Board's Strategic Initiatives is presented twice a year: during the budget process and during the Board's annual retreat. The status of the Strategic Initiatives is detailed in Attachments #1 and #2:

- Attachment #1 A summary report, presented in the same order as the Strategic Initiatives appear in the Strategic Plan; and
- Attachment #2 A detailed report of the Strategic Initiatives, sorted by lead County entity.

A brief summary of the status of the Strategic Initiatives follows:

- 108 (87%) are complete and 16 (13%) are in progress.
- Staff anticipates that as of the end of December 2014, 110 (89%) will be completed and 14 (11%) will remain in progress.

Table 1 – Status of the Strategic Initiatives						
	Status					
Timeline	Complete	In Progress	Total			
As of Preparation of December 2014 Status Report	108 (87%)	16 (13%)	124			
Projected Status as of December 31, 2014	110 (89%)	14 (11%)	124			
Status by Main Strategic Priority Alignment						
Economy	22	4	26			
Environment	20	3	23			
Quality of Life	35	6	41			
Governance	31	3	34			
Total	108	16	124			

Please note that many of the initiatives recorded as "Complete" do not "stop" - rather they will have continued impacts (such as the Domestic Partnership Registry, the Citizens Engagement Series, and the expanded community gardens program). Additionally, some of the initiatives recorded as "Complete" are still in process, but require no further Board direction and will be carried out as part of staff's work plan.

The following provides a brief snapshot of the status of all the Strategic Initiatives, categorized by each initiative's main Strategic Priority alignment (Economy, Environment, Quality of Life, or Governance), without the details found in the Attachments #1 and #2.

#### Status in Brief

#### ECOMOMY - Within the area of the Economy, completed initiatives follow:

- 1. 2012-20 Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee
- 2. 2013-11 Develop a proposed economic development component for the Sales Tax extension be considered
- 3. 2014-5 Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County
- 4. 2014-6 Ensure projects being considered for funding associated with the infrastructure Sales Tax extension address core infrastructure deficiencies in rural areas
- 5. 2012-50 Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity
- 6. 2012-51 Consider policy to encourage redevelopment of vacant commercial properties
- 7. 2012-9 Consider policy to continue suspension of fees for environmental permit extensions
- 8. 2012-21 Evaluate start-up of small business lending guarantee program
- 9. 2012-23 Implement Leon County 2012 Job Creation Plan
- 10. 2014-7 Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors
- 11. 2012-24 Implement strategies to support Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder's forum
- 12. 2012-25 Evaluate competitive sports complex with the engagement of partners such as KCCI
- 13. 2012-81 Support VIVA FLORIDA 500
- 14. 2012-82 Develop Capital Cuisine Restaurant Week
- 15. 2012-83 Support Choose Tallahassee initiative
- 16. 2014-15 Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park
- 17. 2012-45 Hold "Operation Thank You!" celebration annually for veterans and service members
- 18. 2012-46 Develop job search kiosk for veterans
- 19. 2012-47 Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans
- 20. 2012-29 Consider policy to waive EMS fees for uninsured or underinsured veterans
- 21. 2012-48 Provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners
- 22. 2013-16 Extend the term of Leon County's Local Preference Ordinance

#### ECONOMY - Within the area of the Economy, work continues on the following initiatives:

- 1. 2012-22 Identify local regulations that may be modified to enhance business development
- 2. 2014-1 Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration
- 3. 2014-9 Support sector planning for the area surrounding Veterans Affairs' outpatient clinic

4. 2014-4 Engage in a needs assessment for the Bradfordville Study Area

#### ENVIRONMENT - Within the area of the Environment, completed initiatives follow:

- 1. 2012-10 Develop Countywide Minimum Environmental Standards
- 2. 2012-11 Develop minimum natural area and habitat management plan guidelines
- 3. 2012-12 Integrate low impact development (LID) practices into development review process
- 4. 2012-14 Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes
- 5. 2013-10 Develop examples of acceptable standard solutions to expedite environmental permitting for new construction
- 6. 2013-18 Develop solutions to promote sustainable growth inside the Lake Protection Zone
- 7. 2012-13 Update 100-year floodplain data in GIS based on site-specific analysis received during the development review process
- 8. 2012-53 Promote concentrated commercial development in Woodville
- 9. 2012-64 Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report
- 10. 2012-31 Complete construction of Leon County Cooperative Extension net-zero energy building
- 11. 2012-74 Pursue opportunities to fully implement a commercial and residential PACE program
- 12. 2012-75 Consider policy for supporting new and existing community gardens on County property and throughout the County
- 13. 2012-65 Evaluate and construct glass aggregate concrete sidewalk (deleted 2013)
- 14. 2013-23 Expand the community gardens program
- 15. 2012-76 Develop energy reduction master plan
- 16. 2012-77 Further develop clean green fleet initiatives, including compressed natural gas
- 17. 2012-78 Evaluate Waste Composition Study
- 18. 2012-79 Identify alternative disposal options
- 19. 2012-80 Explore renewable energy opportunities at Solid Waste Management Facility
- 20. 2013-24 Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling

# ENVIRONMENT - Within the area of the Environment, work continues on the following initiatives:

- 1. 2012-52 Consider mobility fee to replace concurrency management system
- 2. 2012-63 Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension
- 3. 2013-20 Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County

#### QUALITY OF LIFE - Within the area of Quality of Life, completed initiatives follow:

- 1. 2012-32 Complete construction of the expanded Lake Jackson Branch Library and new community center
- 2. 2012-49 Relocate library services into the expanded Lake Jackson Branch Library
- 3. 2012-54 Update Greenways Master Plan
- 4. 2012-67 Develop Miccosukee Greenway Management Plan
- 5. 2012-68 Develop Alford Greenway Management Plan
- 6. 2012-69 Complete construction of Miccosukee ball fields
- 7. 2012-70 Continue to plan acquisition and development of a North East Park
- 8. 2012-33 Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative
- 9. 2012-34 Complete construction of Public Safety Complex
- 10. 2012-03 Consolidate dispatch functions
- 11. 2013-12 Successfully open the Public Safety Complex
- 12. 2014-8 Continue to pursue funding for community paramedic telemedicine

13. 2012-30 14. 2012-01	Pursue funding for community paramedic telemedicine Participate in American Society for the Prevention of Cruelty to Animals (ASPCA)
14. 2012-01	Partnership
15. 2012-02	Participate in ASPCA ID ME Grant
16. 2013-17	Implement procedures for residents to take full advantage of the NACO Dental Card
	Program
17. 2013-01	Consider establishing a Domestic Partnership Registry
18. 2012-55	Consider constructing Cascade Park amphitheatre, in partnership with KCCI
19. 2012-84	Consider programming Cascade Park Amphitheater
20. 2014-10	Work with the City to celebrate the opening of Cascades Park
21. 2012-15	Develop unified special event permit process
22. 2012-35	Evaluate opportunities to maximize utilization of Tourism Development taxes and to
	enhance effectiveness of County support of cultural activities, including management review
	of COCA
23. 2012-16	Consider property registration for abandoned real property
24. 2012-56	Implement design studio
25. 2012-57	Implement visioning team
26. 2012-58	Develop performance level design standards for Activity Centers
27. 2012-59	Revise Historic Preservation District Designation Ordinance
28. 2012-60	Develop design standards requiring interconnectivity for pedestrians and non-vehicular
	access
29. 2012-61	Develop bike route system
30. 2012-62	Establish Bicycle & Pedestrian Advisory Committee
31. 2013-22	Conduct a workshop that includes a comprehensive review of sidewalk development and
22 2042 25	appropriate funding
32. 2013-25	Expand, connect and promote "Trailahassee" and the regional trail system
33. 2013-19	Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters
34. 2014-11	Focus on improving Leon County's ranking as a bicycle friendly community
35. 2013-02	Seek community involvement with the VIVA FLORIDA 500 Time Capsule

# QUALITY OF LIFE - Within the area of Quality of Life, work continues on the following initiatives:

- 1. 2012-66 Explore the extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette
- 2. 2012-71 Develop Apalachee Facility master plan to accommodate year-round events
- 3. 2012-72 Continue to develop parks and greenways consistent with management plans including Okeeheepkee Prairie Park, Fred George Park and St. Marks Headwater Greenway
- 4. 2013-21 In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields
- 5. 2014-13 Further establish community partnerships for youth sports development programs
- 6. 2014-12 Institute as Sense of Place for the fairgrounds

#### GOVERNANCE - Within the area of Governance, completed initiatives follow:

- 1. 2012-26 Explore providing on Demand Get Local videos
- 2. 2012-7 Explore posting URL on County vehicles
- 3. 2012-38 Instill Core Practices through providing Customer Experience training for all County employees
- 4. 2012-39 Instill Core Practices through revising employee orientation process
- 5. 2012-40 Instill Core Practices through revising employee evaluation processes
- 6. 2012-04 Conduct LEADS Reviews
- 7. 2012-05 Develop and update Strategic Plans

2013-03 Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies 9. 2012-17 Develop process by which public may electronically file legal documents related to development review and permitting 10. 2012-41 Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self service Investigate expanding internet-based building permitting services to allow additional 11. 2012-18 classifications of contractors to apply for and receive County permits via the internet 12. 2012-36 Institute financial self-service module, document management, and expanded web-based capabilities in Banner system 13. 2013-04 Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments 14. 2013-08 Periodically convene community leadership meetings to discuss opportunities for improvement 15. 2012-19 Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects 16. 2012-06 Develop and offer Citizens Engagement Series 17. 2013-05 Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with 18. 2014-2 Village Square, which would be renewable after one year 19. 2013-9 Expand opportunities for increased media and citizen outreach to promote Leon County 20. 2012-8 Develop and provide Virtual Town Hall meeting (one time event for 2012; not continued 21. 2012-42 Evaluate options for value-based benefit design 22. 2012-43 Revise employee awards and recognition program Revise program performance evaluation and benchmarking 23. 2012-37 24. 2013-13 Identify opportunities whereby vacant, underutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens 25. 2013-14 Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) 26. 2014-14 Create a capital projects priority list for the fifth-cent gas tax (program) 27. 2013-06 Pursue expansion for whistleblower notification 28. 2012-27 Institute Grants Team Develop and institute an integrated grant application structure 29. 2012-28 30. 2013-15 Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors Pursue Sister County relationships with Prince George's County Maryland and Montgomery 31. 2013-07 County, Maryland

# GOVERNANCE - Within the area of Governance, work continues on the following initiatives:

- 1. 2012-44 Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees
- 2. 2012-73 Pursue Public Works' American Public Works Association (APWA) accreditation
- 3. 2014-3 Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility

1.	A summary report, presented in the same order as the Strategic Initiatives appear in the Strategic Plan; and A detailed report of the Strategic Initiatives, sorted by lead County entity.

## 9. Strategic Initiatives - Review, Affirm, Amend or Add To

The Strategic Plan consists of the Vision Statement, the Strategic Priorities (inclusive of specific directional statements) and Strategic Initiatives. Beginning in FY 2012, the specific Strategic Initiatives were identified and approved by the Board to implement the Board's Strategic Priorities. This process ensures that the optimized resources of the organization are aligned with the Board's priorities.

Consistent with FY 2012, FY 2013, and FY 2014, at this point in the retreat the Board will discuss adding new Strategic Initiatives to the Board's Strategic Plan. Initiatives are intended to be at a level that warrants Board direction or places an emphasis on a specific issue the Board wishes to highlight. In addition, the Board may also wish to make revisions to existing Strategic Initiatives. If a new or modified Strategic Initiative does not align with any Strategic Priority's Directional Statement, then it would be appropriate at this point to discuss adding a new Directional Statement.

Subsequent to the Board approval of new or modified Strategic Initiatives, the County Administrator (working with the Executive Management Team), will identify any interdepartmental or external partnerships necessary to fulfill the specific initiative. Staff will develop the appropriate assignments and work plans to proceed with implementing the Board's direction.

Staff will prepare a formal updated Strategic Plan for the Board to consider in February 2015 which incorporates the direction received at the retreat. The updated Strategic Plan will include any new or revised Strategic Initiatives; revised initiatives will noted as such to ensure continuity of the plan. Throughout the year, agenda items will continue to note when specific action is being requested of the Board in advancing a Strategic Initiative.

# **Leon County Court Mental Health Services**

In 2004 Leon County provided funding for a Court Mental Health Coordinator position (MHC). The focus of this position was to ensure cases of mentally ill and developmentally disabled defendants in the criminal justice system do not languish. With the support of a Leon County funded administrative assistant, the MHC enhances services for this population that include the following components: 1) Crisis Intervention Team Training, 2) Mental Health Pretrial Release, 3) Mental Health Probation (County and Circuit), 4) Misdemeanor Mental Health Docket, and a 5) Non 916 Competency Restoration Program.

Programs/Services	Service Description	Outcome
Crisis Intervention Team Training	A pre-booking diversion program designed to foster more effective intervention between law enforcement and the mentally ill population.	Over 500 local law enforcement officers trained since inception
Mental Health Pretrial Release and Mental Health Probation	Provides pre and post sentence monitoring and resources to ensure compliance with court ordered conditions	Average annual unduplicated number served is 70 including felony and misdemeanor offenses.
Misdemeanor Mental Health Docket	Serves the mentally ill and developmentally disabled defendants who present with competency deficits and are in need of assistance with understanding the court process and accessing services	57 defendants were served in FY 2014 with an average of 50 defendants served annually since the creation of this specialized docket in FY 2012.
Non 916 Competency Restoration Services	Contract through private provider for community based services for defendants found by the Court to be incompetent to proceed, but are not serviced under Florida statutes	18 defendants served with only 1 violation for new arrest; 4,202 jail bed days averted.
Jail Mental Health Services	Provides intake, health and mental screenings, evaluations, follow up, suicide watch, infirmary care and medications	Cost of mental health staff and medication total an average of \$1.2 million annually



November 12, 2014

Mr. Robert Mills Leon County Solid Waste Director 7550 Apalachee Parkway Tallahassee, FL 32311

**RE:** Airspace Evaluation

**Leon County Solid Waste Management Facility** 

Dear Mr. Mills:

As requested, Locklear & Associates, Inc. (L&A) has performed an evaluation of potential landfill airspace at the Leon County Solid Waste Management Facility (Landfill). The objective of the evaluation was to estimate the disposal life expectancy of four potential disposal scenarios (i.e., how many years can the County dispose the projected waste stream before the airspace is consumed). The evaluation included the following four disposal scenarios: (1) the airspace currently permitted by the Florida Department of Environmental Protection (FDEP) comprised of Cells IIB, IIC and IID; (2) the airspace available through the permitting and construction of a lateral expansion to the west of Cell IIB; (3a) the airspace available through the previously landfilled area known as Phase I; (3b) the airspace available through the permitting and construction of a fill area between Cell IIB and Phase I plus increasing the entire site disposal height to 199 feet, National Geodetic Vertical Datum (NGVD).

Disposal life estimates are determined by two primary factors: (1) disposal airspace; and (2) rate of waste disposal. Airspace volumes were calculated using AutoCAD Civil 3D software. The scenario design drawings are provided in Appendix A. Waste disposal projections are provided in Appendix B. In all four scenarios, the following assumptions were utilized:

- All waste currently processed at the Gum Road Transfer Station will be directed to the Landfill;
- All waste currently disposed at the Landfill (Marpan materials) will continue to be disposed at the Landfill;
- An average annual population increase of 0.77% (Bureau of Economic and Business Research);
- A per capita waste disposal estimate of 0.83 tons per year (the 5-year average for Leon County from 2009 through 2013);
- An in-place waste density of 1,500 pounds per cubic yard;
- Final closure cover system will consume two cubic feet per square foot of area (i.e., the cover system will be two feet thick as required by Chapter 62-701 of the Florida Administrative Code (F.A.C.))



#### Scenario 1 Currently Permitted Airspace

Scenario 1 includes the remaining airspace that is already permitted and constructed. The Landfill is regulated by FDEP operating permit 0009560-013-SO-01. This permit includes a conceptual closure plan which requires a maximum height of 170 feet, NGVD and 4:1 final side slopes. Ultimately, the final closure design will be determined at the time of closure. However, a maximum height of 180 feet, NGVD and 3:1 side slopes would be allowed under Chapter 62-701, F.A.C. In 2003, Post Buckley Shuh & Jennigan (PBS&J) calculated the remaining landfill capacity using a maximum height of 180 feet, NGVD and 3:1 side slopes since these design features could be reasonably expected to be approved by FDEP. To calculate the volume for Scenario 1, L&A determined the airspace consumed between 2003 and 2014 and subtracted that volume from the PBS&J volume. A topographic survey of the active landfill area was performed 2014 as part of the permit renewal application. The 2014 landfill surface was subtracted from the 2003 landfill surface to calculate the volume of airspace consumed as shown on Drawing C1.00 of Appendix A. Subtracting this volume from the 2003 PBS&J volume and accounting for airspace consumed by cover materials results in a remaining airspace volume of 539,857 cubic yards available for waste disposal. Using the waste projections in Appendix B the estimated disposal life for Scenario 1 is 1.5 years.

## Scenario 2 Lateral Expansion West

Scenario 2 includes a 20 acre lateral expansion west of Cell IIB as shown in Drawing C2.00 of Appendix A. The volume was estimated using the following assumptions:

- The cell will be constructed to a depth of 10 feet below current land surface;
- The cell will have a maximum height of 180 feet, NGVD;
- The cell will have 3:1 side slopes at closure;
- The cell will "piggyback" over Cell II B.

An airspace volume of 1,572,438 cubic yards was calculated using the total volume shown on Drawing C2.00 of Appendix A and accounting for volume that will be consumed by cover material. Using the waste projections in Appendix B the estimated disposal life for Scenario 2 is 4.5 years. It should be noted that Scenario 2 will require the relocation of the administrative buildings and other site infrastructure currently located within the conceptual expansion footprint.

#### Scenario 3a Landfill Reclamation of Phase I

Scenario 3a involves reclaiming the previously landfilled Phase I area which is approximately 60 acres. The waste would be mined to recover materials that can be recycled and soil which can be used as daily cover. Our experience with landfill mining in Escambia and Bay counties of similar aged landfills has shown a recovery rate of 70% is reasonable. In other words, 70% of the material removed from the old landfill can either be recycled or used as cover soil. This results in 30% of the mined materials being disposed in the new landfill. For every 10 cubic



yards of material removed, 7 cubic yards of airspace is reclaimed. A Subtitle D landfill (bottom liner and leachate collection system) is then permitted and constructed within the mined footprint as shown as shown in Drawing C3.00 of Appendix A. The volume for Scenario 3a was estimated using the following assumptions:

- The cell will be constructed to a depth of 10 feet below current land surface;
- An airspace "recovery" ratio of 70% will be realized
- The cell will have a maximum height of 180 feet, NGVD;
- The cell will have 3:1 side slopes at closure;

An airspace volume of 3,548,794 cubic yards was calculated using the total volume shown on Drawing C3.00 of Appendix A and accounting for volume required for cover materials. Using the waste projections in Appendix B the estimated disposal life for Scenario 3a is 10 years. Note that Scenario 3a has the added benefit of eliminating a potential source of groundwater contaminants from the environment by removing the unlined Phase I waste.

#### Scenario 3b Filling "Wedge" North of Cell II B

Scenario 3b involves filling in the "wedge" between Phase I and Phase IIB and increasing the entire disposal area to maximum height of 199 feet, NGVD as shown in Drawing C4.00 of Appendix A. The volume was estimated using the following assumptions:

- The "wedge" cell will "piggyback" over the cell to be constructed in Scenario 3a as well as Phase IIB;
- The entire filled area (the disposal footprints detailed in Scenarios 1, 2 and 3a as well as the "wedge" of Scenario 3b) will be increased vertically to a maximum height of 199 feet, NGVD (exceeding 200 feet requires approval from the Federal Aviation Administration).

An airspace volume of 5,672,022 cubic yards was calculated using the total shown on Drawing C3.00 of Appendix A and accounting for volume associated with final cover materials. Using the waste projections in Appendix B the estimated disposal life for Scenario 3b is 15 years. Scenario 3b realizes a large volume increase over the other three scenarios because of the geometry involved with the vertical increase over the entire facility footprint.

If the County elected to utilize all of the scenarios, the cumulative projected disposal life would be 31 years. Table 1 summarizes the estimated values for each scenario.



#### TABLE 1

Scenario	Airspace Volume (cubic yards)	Projected Life (years)	
1	539,857	1.5	
2	1,572,438	4.5	
3a	3,548,794	10	
3b	5,672,022	15	
Total	11,333,111	31	

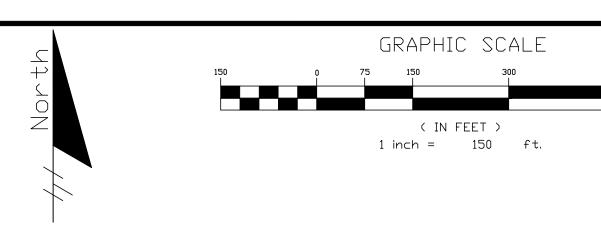
We appreciate the opportunity to be of service to Leon County. If you have any questions, please call me at 352-672-6867.

Sincerely,

John Locklear

John D. Locklear, P.G. President Locklear & Associates, Inc.

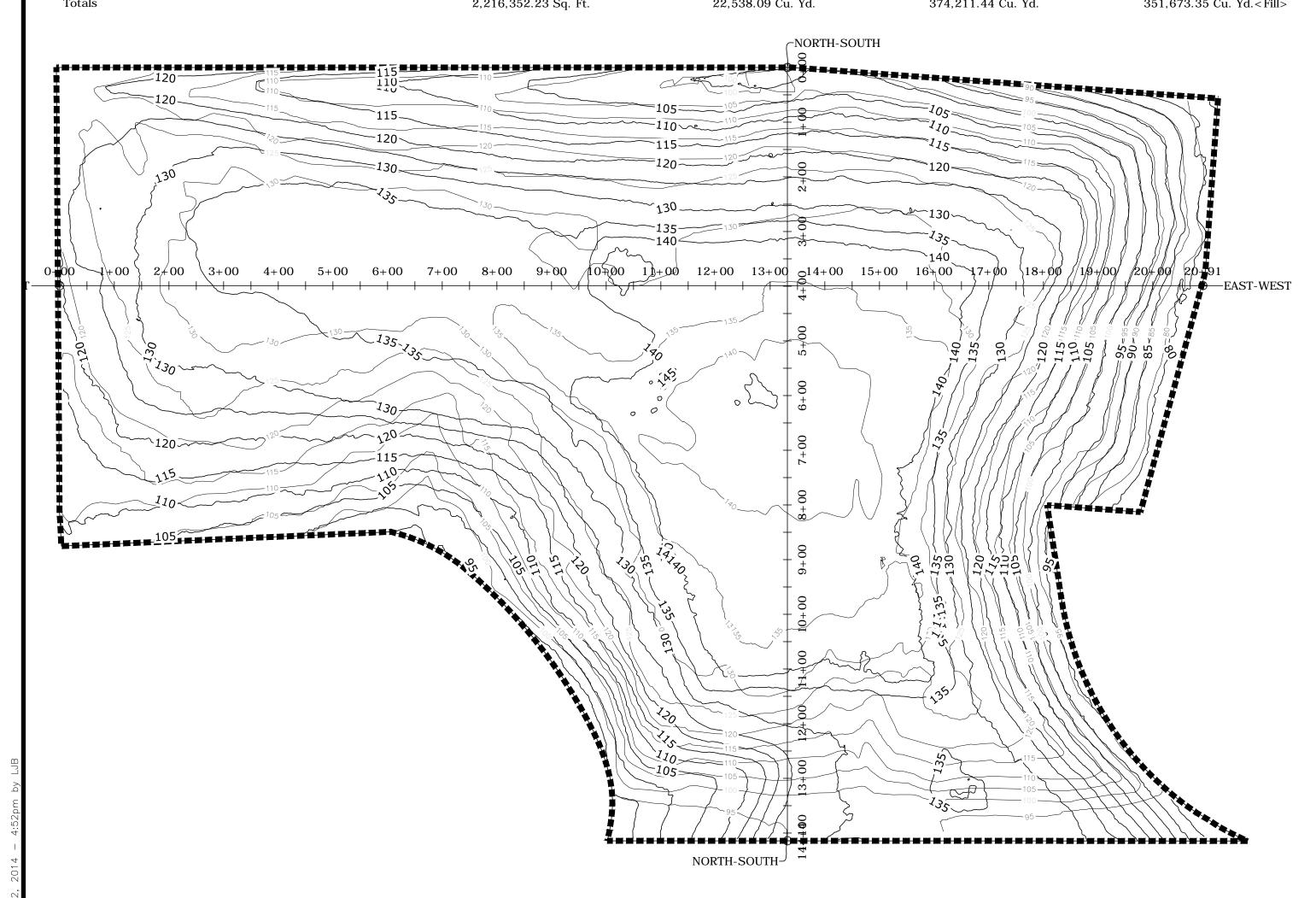
# APPENDIX A VOLUME CALCULATIONS

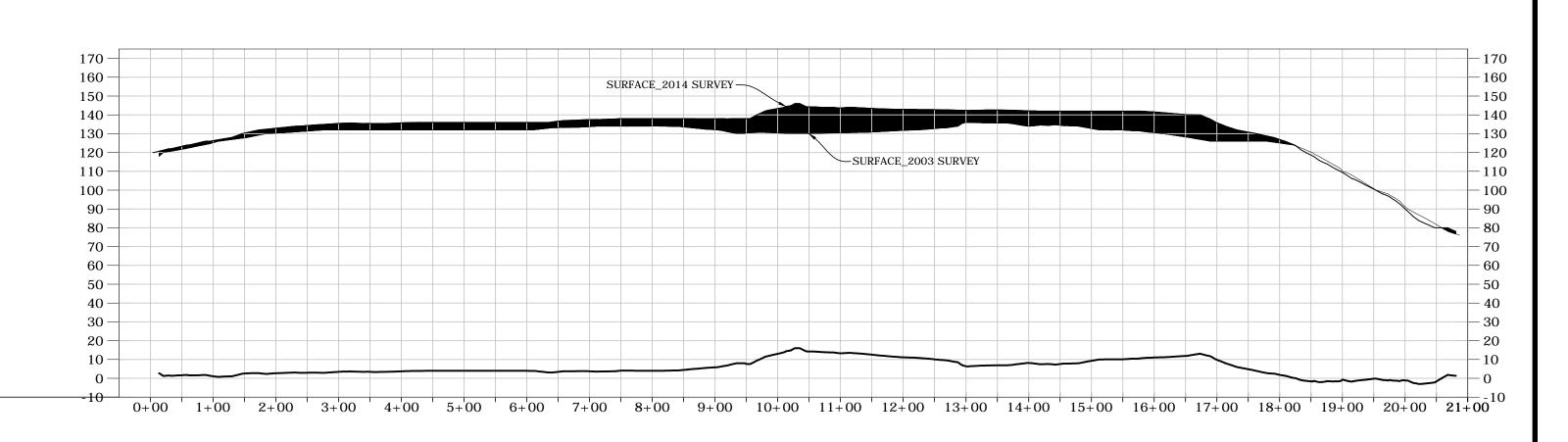


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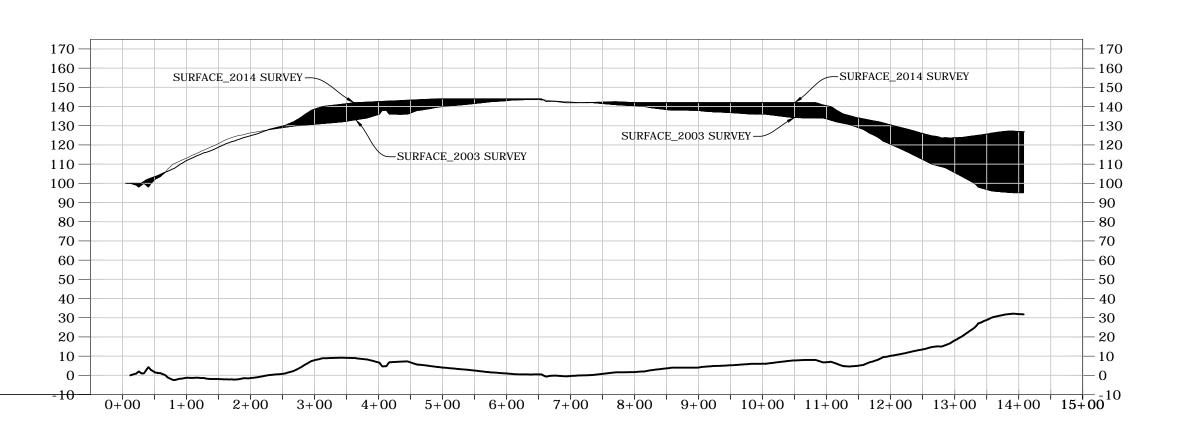
# Cut/Fill Summary

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Totals			2 216 352 23 Sa. Ft	22 538 09 Cu. Vd	374 211 44 Cu. Vd	351 673 35 Cu Vd < Fill>





# PROFILE VIEW ALIGNMENT - NORTH-SOUTH DATUM:-10.00'



NO.	DATE	REVISION DESCRIPTION	BY	
				// T = = 1-1 = === = =
				Locklear & Associates
				- Associates
				Engineering & Environmental Con

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

LEON COUNTY CONCEPTUAL FUTURE PLAN

PROJECT TITLE:

DESIGNED BY	LJB	
DRAWN BY	SKK	
CHECKED BY	LJB	
APPROVED BY	LJB	

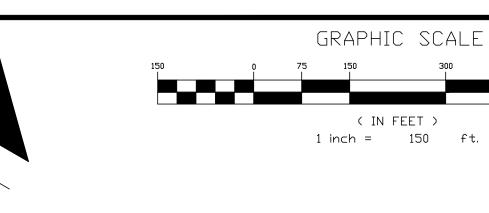
LISA J. BAKER

FL PE NO. 74652

OPTION NO. 1

SHEET TITLE:

07000-165-14 **AS SHOWN** NOVEMBER 2014 C1.00

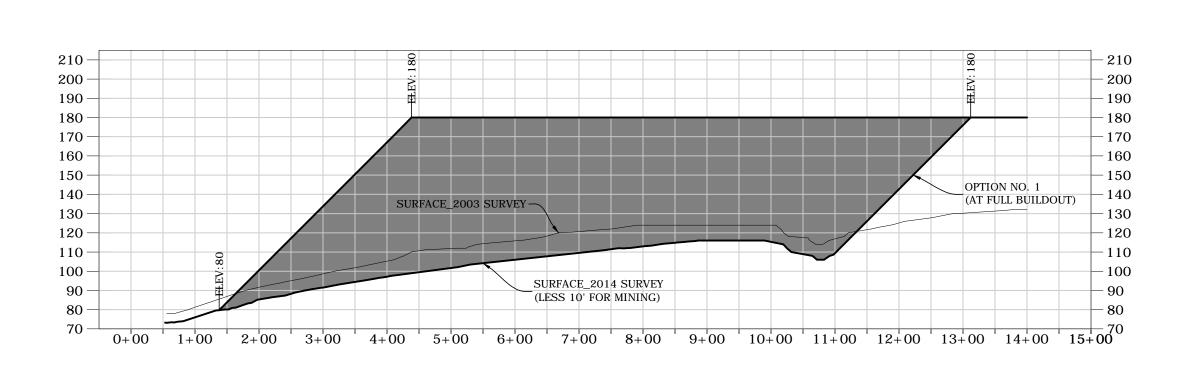


## Cut/Fill Summary

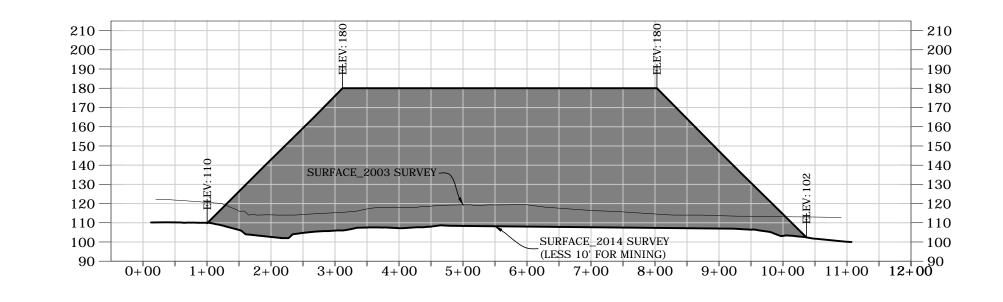
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surface_volume (1)	1.000	1.000	1,036,437.33 Sq. Ft.	82.24 Cu. Yd.	1,738,838.45 Cu. Yd.	1,738,756.21 Cu. Yd. <fill></fill>	
Totals			3D surface area 1,071,636.85 Sq. Ft.	82.24 Cu. Yd.	1,738,838.45 Cu. Yd.	1,738,756.21 Cu. Yd. <fill></fill>	

# OPTION NO. 2AREA=898,590 S.F.(20.63 ACRES) \_NORTH-SOUTH 110 \_=============

#### PROFILE VIEW ALIGNMENT - EAST-WEST DATUM:70.00'



#### PROFILE VIEW ALIGNMENT - NORTH-SOUTH DATUM:90.00'



Locklea Assoc	ВҮ	EVISION DESCRIPTION	DATE	10.
ASSOC Engineering & Enviro				

Locklear & Associates
ASSOCIATES  Engineering & Environmental Consulting

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

LEON COUNTY CONCEPTUAL FUTURE PLAN

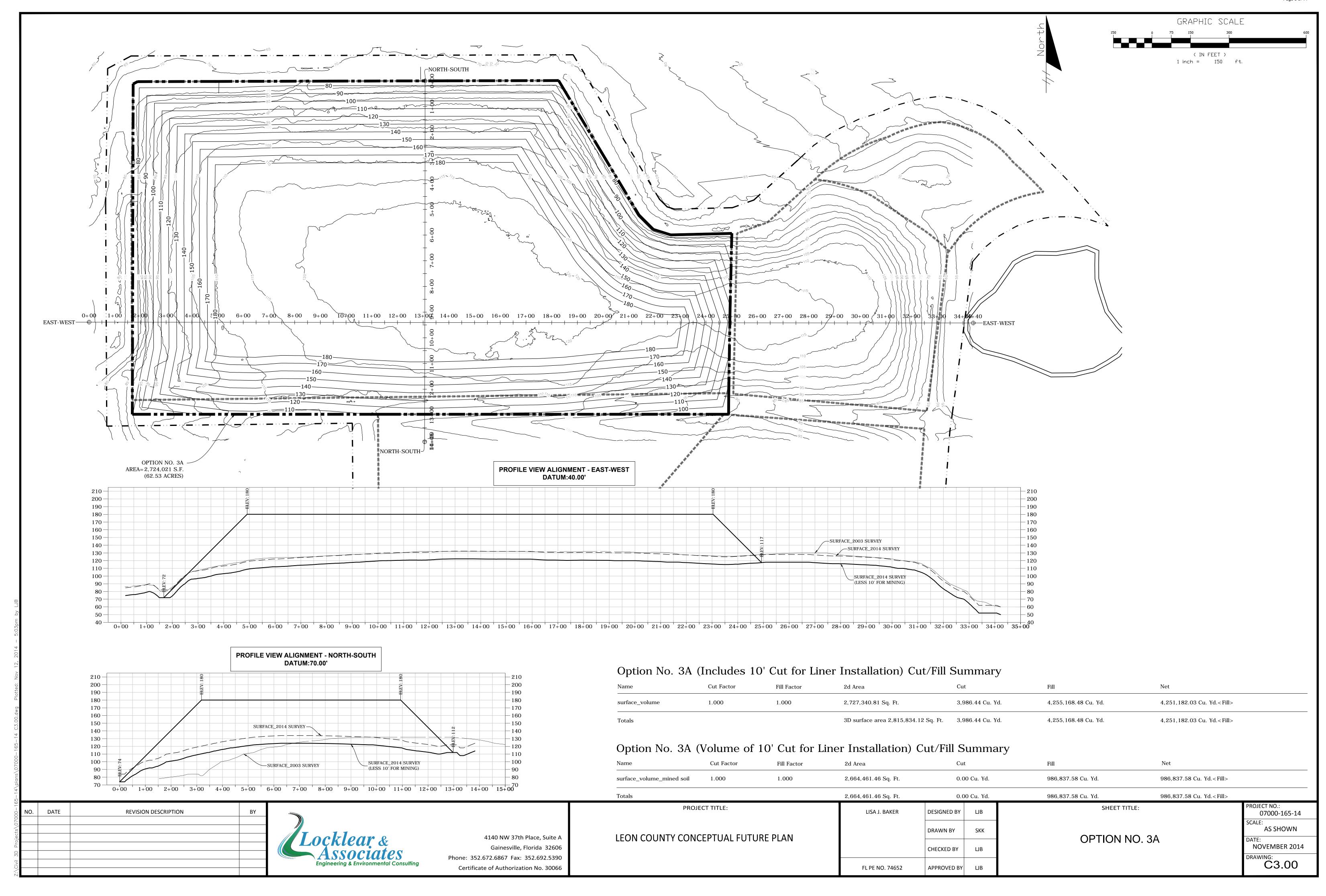
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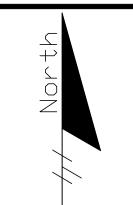
LISA J. BAKER	DESIGNED BY	ШВ
	DRAWN BY	SKK
	CHECKED BY	LJB
FL PE NO. 74652	APPROVED BY	IJВ

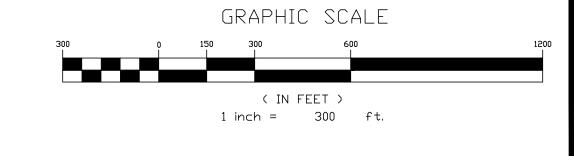
OPTION NO. 2

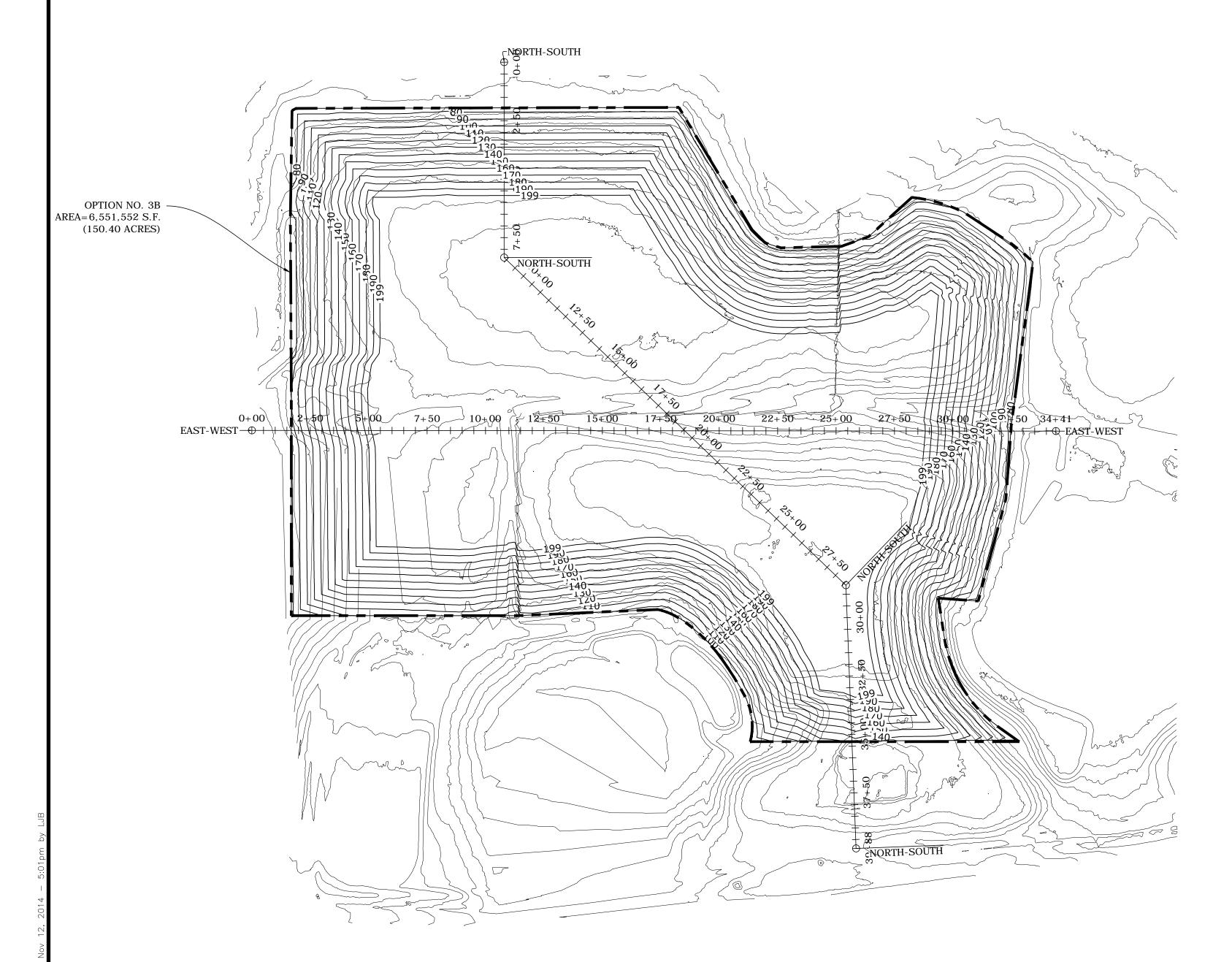
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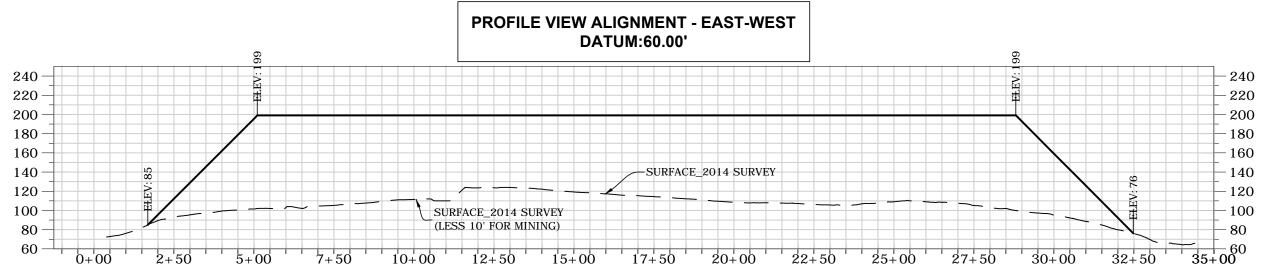
ROJECT NO.: 07000-165-14
CALE: AS SHOWN
NOVEMBER 2014
C2.00

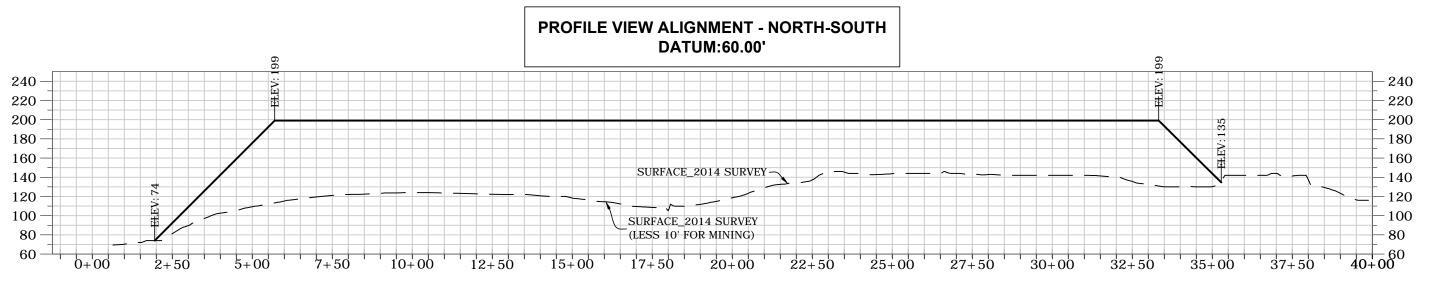












## Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
surface_volume	1.000	1.000	6,482,910.30 Sq. Ft.	506.05 Cu. Yd.	13,302,626.58 Cu. Yd.	13,302,120.53 Cu. Yd. <fill></fill>
Totals			6,482,910.30 Sq. Ft.	506.05 Cu. Yd.	13,302,626.58 Cu. Yd.	13,302,120.53 Cu. Yd. <fill></fill>

00-16	NO. DATE	REVISION DESCRIPTION BY		PROJECT TITLE:	LISA J. BAKER DESIGNED BY	LJB	SHEET TITLE:	PROJECT NO.: 07000-165-14
ects\070			4140 NW 37th Place, Suite A	LEON COUNTY CONCEPTUAL FUTURE PLAN	DRAWN BY	SKK		SCALE: AS SHOWN
3D Proj			Gainesville, Florida 32606  ASSOCIATES  Phone: 352.672.6867 Fax: 352.692.5390		CHECKED BY	LJB	OPTION NO. 3B	DATE: NOVEMBER 2014 DRAWING:
Z:\Civil			Engineering & Environmental Consulting  Certificate of Authorization No. 30066		FL PE NO. 74652 APPROVED BY	Y LJB		C3.01

# APPENDIX B WASTE DISPOSAL PROJECTIONS

Scenario 1		
	Anticipated Class I	Class I Airspace
	Waste Acceptance*	Remaining
Current Airspace**		539,857
Year 1	357,116	182,741
Year 2	359,873	0

<sup>\*</sup> Assumes a 357,116 CY/year acceptance rate and a growth rate of 0.77% per year

<sup>\*\*</sup>Calculated as remaining airspace utilizing the 2003 and 2014 topographical aerial survey 0.75 tons/CY was the assumed in-place waste density

Scenario 2		
	Anticipated Class I Waste Acceptance* (CY)	Class I Airspace Remaining (CY)
Current Airspace		1,572,438
Year 1	357,116	1,215,322
Year 2	359,873	855,448
Year 3	362,652	492,796
Year 4	365,452	127,344
Year 5	368,274	0
•	rr acceptance rate and a growth rate /CY was the assumed in-place wa	

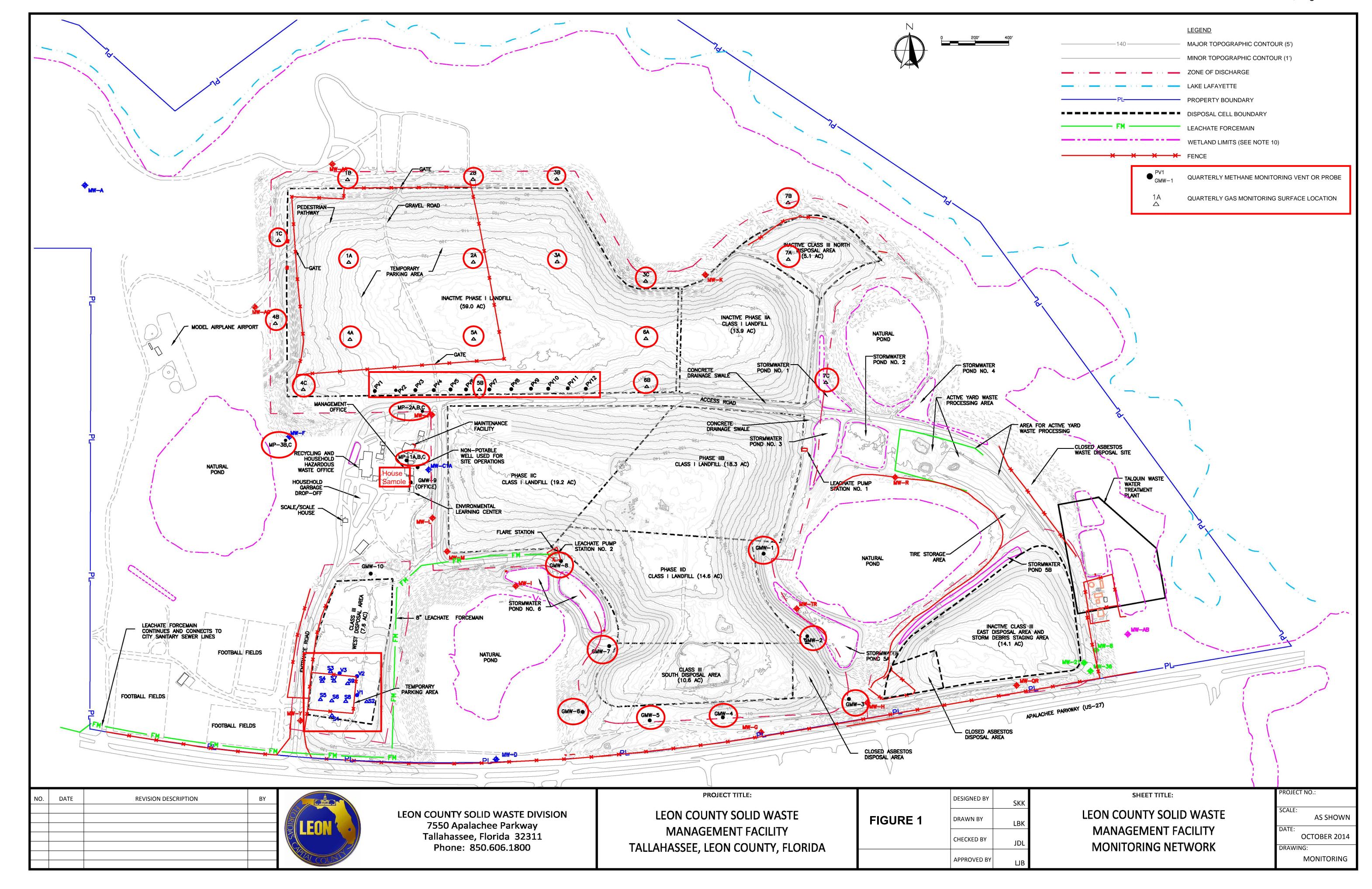
Scenario 3a		
	Anticipated Class I	Class I Airspace
	Waste Acceptance*	Remaining
	(CY)	(CY)
<b>Current Airspace</b>		3,548,794
Year 1	357,116	3,191,678
Year 2	359,873	2,831,804
Year 3	362,652	2,469,152
Year 4	365,452	2,103,700
Year 5	368,274	1,735,425
Year 6	371,118	1,364,308
Year 7	373,984	990,324
Year 8	376,871	613,453
Year 9	379,781	233,672
Year 10	382,714	0

<sup>0.75</sup> tons/CY was the assumed in-place waste density

#### Scenario 3B

	Anticipated Class I Waste Acceptance* (CY)	Class I Airspace Remaining (CY)
Airspace		5,672,022
Year 1	357,116	5,314,906
Year 2	359,873	4,955,033
Year 3	362,652	4,592,381
Year 4	365,452	4,226,928
Year 5	368,274	3,858,654
Year 6	371,118	3,487,536
Year 7	373,984	3,113,553
Year 8	376,871	2,736,681
Year 9	379,781	2,356,900
Year 10	382,714	1,974,186
Year 11	385,669	1,588,517
Year 12	388,647	1,199,871
Year 13	391,648	808,223
Year 14	394,672	413,551
Year 15	397,719	15,832
Year 16	400,790	0

<sup>\*</sup> Assumes a 357,116 CY/year acceptance rate and a growth rate of 0.77% per year 0.75 tons/CY was the assumed in-place waste density



LEON COUNTY Attachment #3, Page 1 of 71 X Original CONTRACT ROUTING SL County Contract No. BC-1364 Renewal Division: PUBLIC WORKS/SOLID WASTE Location: LEON COUNTY COURTHOUSE ROOM 201 **Division Contact:** JUD CURTIS Phone #: 488-8003 WASTE MANAGEMENT OF LEON COUNTY, INC. Address 2700 N.W. 48th STREET City, State, Zip POMPANO BEACH, FLORIDA 33073 **Contract Period:** From 11/19/98 To 11/18/08 Renewal Periods: Number Term 5 YEARS Contract Total \$ Amount: \$21.75 per Ton of Acceptable Waste \$540,000.00 not to exceed Contract Type: Procurement Method: Forms Required: Construction Bid\* Public Entity Crimes Statement Professional Services RFP\* Performance Bond Other Services Sole Source Materials & Payment Bond \_\_\_ Certification Regarding Debarment (Federal) Continuing Supply Gov't Entity Purchase Other (Explain Below) Grant Interlocal Agreement \*Bid/RFP#\_\_\_\_\_\_ Agenda Date 10/13/98 itent 14 Insurance Certificates: General Liability Comments: Workers' Compensation Professional Liability Automobile Coverage Other:

Routing:				
Required	<u>Initials</u>	<u>Date</u>		Return to:
		-	Originating Division PUBLIC WORKS/SOLID WASTE	
			Purchasing	
*		-	Risk Management	
			County Attorney's Office	
			County Administrator's Office Receipt	
			Chairman, Board of County Commssioners	
X	gun	11/19/98	Clerk's Office (Finance)	X

13. Recommendation for Salaries of Employees at the Maximum of Their Pay Grade for FY 1998/99 (Management Services/Human Resources - Brenda Trimble/Reginald Ofuani)

Option 1: "approve the proposed lump sum payment to those employees affected by the policy of 'red circling'."

#### **General Business**

14. Agreement for Solid Waste Disposal (Public Works/Solid Waste - Michael Willett/Jud Curtis)

**ACTION TAKEN:** 

Motion carried 6/1 (with Commissioner Joanos opposed) to approve staff recommendations, Options 1 and 3, as follows: (1) "approve the contract with Waste Management of Leon County, Inc. To haul and dispose of the County's acceptable waste for an initial price of \$21.75 per ton, and authorize staff to negotiate for the purchase of the Tharpe Street transfer station site at a cost not to exceed \$540,000" (with the understanding that the site would have to go through the usual permitting process and that the public would have an opportunity to comment); and (3) "approve the Request for Proposals for engineering services to design and permit the solid waste transfer facility."

15. Bid Award for Northeast Branch Library (Management Services/Facilities Management - Brenda Trimble/Tom Brantley)

**ACTION TAKEN**:

Motion carried 6/1 (with Commissioner Joanos opposed) to keep the house in County ownership, but accept the construction bid from Bear Construction Company in the amount of \$1,571,041 and relocate the building on the site as it is currently designed. Board authorized the County Administrator to proceed with reconfiguring the building on the site, with the understanding that if significant cost is involved, then the County Administrator will bring the issue back to the Board.

16. Two-Thirds/Two-Thirds Paving Petition from Wildwood Subdivision (Public Works/Engineering Services - Michael Willett/Tony Park)

**ACTION TAKEN:** 

Motion carried 6/1 (with Commissioner Joanos opposed) to approve staff recommendations, Options 1, 2 and 3 as follows: (1) "accept the petition and authorize staff to begin right-of-way and drainage easement acquisition," (2) "authorize staff to accept and record deed documents pertaining to Wildwood subdivision 2/3-2/3 paving project," and (3) "accept staff recommendations to use interfund loans to provide funding for the initial engineering design phase of the project and issue commercial paper or other financing instrument to finance the total cost of the project prior to construction."

#### AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into in duplicate this 19th day of November, 1998, by and between LEON COUNTY, a political subdivision of the State of Florida (the "County"), and WASTE MANAGEMENT OF LEON COUNTY, INC. (the "Contractor").

#### WITNESSETH:

WHEREAS, the County has the responsibility for the safe, environmentally sound disposal of Solid Waste; and

WHEREAS, the County solicited and the Contractor submitted a proposal to provide Solid Waste management and disposal services for the County; and

WHEREAS, the County wishes to enter into an agreement with the Contractor for certain services; and

WHEREAS, the County and Contractor have negotiated the terms of this Agreement, which constitutes the entire agreement of the parties; and

WHEREAS, the County and Contractor must mutually carry-out their respective responsibilities under this Agreement in order to perform the required Solid Waste management services; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Contractor and the County agree that they shall comply with and be bound by all of the terms of this Agreement.

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Exhibit "B"--Operating Manual for Leon County Transfer Station

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#### ARTICLE 1. <u>DEFINITIONS</u>

Whenever the following words and expressions (or pronouns used in their stead) appear in this Agreement, they shall be construed as follows:

- 1. "Acceptable Waste" is that portion of the Solid Waste that may be disposed of lawfully in a Class I Landfill.
- 2. "Agreement" shall mean this Agreement For Solid Waste Management Services between the County and the Contractor.
- 3. "Applicable Laws" means all of the Permits required for the Transfer Station, the Disposal Facility, and the other activities required by this Agreement, plus any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect during the Term of this Agreement, or are enacted, adopted, promulgated, issued or enforced by a governmental body, in any manner relating to this Agreement and the performance hereof.
- 4. "Board of County Commissioners" or "Board" shall mean the Board of County Commissioners of Leon County, Florida, which is the governing body of the County.
- 5. "Certificate of Insurance" shall mean a certificate evidencing the existence and current validity of the insurance policies required to be obtained by the Contractor.
- 6. "Change in Law" means (i) the adoption, promulgation, or modification after the Effective Date of this Agreement of any Applicable Laws that was not adopted, promulgated, or modified on or before the Effective Date, or (ii) the imposition of any conditions in connection with the issuance, renewal, or modification of any Permits, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements which directly and substantially affect the Contractor's cost of performance under this Agreement. Except as provided herein, a change in any federal, state, county, or other tax law, or workers compensation law, shall not be a Change of Law. A Change in Law does not include any increase in the amount of any host fee or similar fee paid by the Contractor to the community where the Disposal Facility is located. However, a change in fuel taxes shall be treated as a Change in Law, but only to the extent that the fuel tax affects the cost of the diesel fuel that is purchased by the Contractor and used to transport Solid Waste from the Transfer Station to the Disposal Facility.
  - 7. "Class I Landfill" shall be as defined in Rule 62-701.340(3)(a), F.A.C.
- 8. "Commencement Date" means the date, stated in the County's Notice to Proceed, when the Contractor must commence operations at the Transfer Station.

- 9. "Consequential Damages" shall mean any and all damages resulting from any act or omission on the part of the Contractor or the County.
- 10. "Construction and Demolition Debris" is as defined by Rule 62-701.200 (25), F.A.C.
  - 11. "Contractor" shall mean Waste Management of Leon County, Inc.
- 12. "County Administrator" means the chief executive officer of the County or his or her designee.
- 13. "County Finance Director" shall mean the chief financial officer of the County or his or her successor.
  - 14. "Day" shall mean one calendar day.
  - 15. "Department" shall mean the Leon County Public Works Department.
- 16. "Director" shall mean the Director of the Department or other persons designated, employed or authorized by the County Administrator to act as such.
- 17. "Disposal Facility" is a solid waste disposal facility, which has received all of the necessary permits and approvals from the appropriate environmental regulatory agencies, and which lawfully may receive and dispose of the Acceptable Waste from the Transfer Station. For the purposes of this Agreement, the Disposal Facility is the Contractor's Springhill Landfill in Jackson County, Florida, unless the Board approves the use of a different disposal facility.
- 18. "Effective Date" means the date when this Agreement is signed by the County.
  - 19. "EPA" means the United States Environmental Protection Agency.
  - 20. "F.A.C." means the Florida Administrative Code.
  - 21. "FDEP" means the Florida Department of Environmental Protection.
  - 22. "Force Majeure" shall mean:
- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, or civil disturbance;

- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body, excepting decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws, if it is not also the result of the misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The failure to issue, suspension, termination, interruption, denial, or failure of renewal of any Permits or approval essential to the operation of the Transfer Station or Disposal Facility; provided that such act or event shall not be the result of the misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; and provided further that neither the contesting in good faith of any such action nor the failure to so contest shall constitute or be construed as a measure of willful or negligent action or inaction of such party;

#### (d) A Change in Law;

- (e) The failure of any appropriate federal, State, County, or local public agency or private utility having operational jurisdiction in the area in which the Transfer Station is located, other than the County, to provide and maintain utilities, services, water and sewer lines, and power transmission lines which are required for and essential to the operation of the Transfer Station;
- (f) Any unforeseen condition (including the presence of Hazardous Waste) which shall prevent, or require redesign or change in, the construction or operation of the Transfer Station, provided that the condition was actually and constructively unknown to the party claiming a Force Majeure Event, and could have not been discovered with reasonable diligence by the party, on or before the date of this Agreement; or
- (g) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the Site or any material portion or part thereof taken by the action of any federal, State or local governmental agency or authorities, other than the County;
- (h) Any act, event, or condition which is determined by mutual agreement of the County and Contractor to be of the same general type, and subject to the same conditions, as those set forth in subparagraphs (a) through (g) above.

"Force Majeure" shall not be deemed to include any act, event, or condition not described in subparagraphs (a) through (h) above, or any act, event, or condition over which a party relying thereon (including any third party for whose performance such party is responsible) reasonably has any influence or control, or, specifically, any act, event, or

condition arising out of labor difficulties, labor shortages, or changing economic conditions. Force Majeure also does not include normal weather conditions for Leon County or the county where the Disposal Facility is located, as described by the last ten (10) years of weather data recorded at the nearest weather station.

- 23. "Hazardous Waste" means a Solid Waste identified by the FDEP or EPA as a hazardous waste pursuant to Chapter 62-730, F.A.C.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601, et. seq., as amended; or other Applicable Laws. Hazardous Waste does not include "household hazardous waste" or solid waste generated by "conditionally exempt small quantity generators," as those terms are defined under RCRA and Chapter 62-730, F.A.C., but only if and only for so long as such materials may be disposed of lawfully in a Class I Landfill.
  - 24. "Leachate" is as defined by Rule 62-701.200(59), F.A.C.
- 25. "Notice" shall mean a written notice delivered by certified or registered mail, return receipt requested, or by hand delivery, or by overnight delivery service.
- 26. "Notice to Proceed" shall mean the Notice given by the County to the Contractor establishing the Commencement Date.
  - 27. "Objectionable Odor" is as defined by Rule 62-210.200(198), F.A.C.
  - 28. "On-site" means on the land described in Exhibit "A."
- 29. "Operating Day" means any day the Transfer Station is open for the receipt of Solid Waste.
- 30. "Operating Manual" shall mean the manual that describes the operation of the Transfer Station and all of the associated Solid Waste management activities.
- 31. "Operating Month" means, with respect to the initial Operating Month, the period commencing on the Commencement Date and ending on the last day of the calendar month. Thereafter, an Operating Month shall be the same as a calendar month.
- 32. "Operating Year" means, with respect to the initial Operating Year, the period commencing on the Commencement Date and ending on the following September 30th. Thereafter, an Operating Year shall be the twelve month period commencing October 1 and ending the following September 30.
- 33. "Performance and Payment Bonds" shall mean the surety to be provided by the Contractor as required by this Agreement.

- 34. "Permits" shall mean the permits from the Florida Department of Environmental Protection for the operation of the Transfer Station and the Disposal Facility, together with any and all governmental permits, licenses, authorizations and approvals required for the performance of the County and Contractor's obligations under this Agreement.
  - 35. "Pollution" is as defined in Section 403.031(7), Florida Statutes.
- 36. "Prohibited Wastes" are those waste materials that are prohibited at the Transfer Station, including Hazardous Waste, asbestos, biomedical wastes, biological waste, mercury-containing devices, radioactive waste, sludge and liquid wastes.
- 37. "RCRA" shall mean the Resource Conservation and Recovery Act, including but not limited to the 1984 Hazardous and Solid Waste Amendments and 40 CFR parts 257 and 258.
  - 38. "Recovered Materials" is as defined by Rule 62-701.200 (92), F.A.C.
  - 39. "Recyclable Material" is as defined by Rule 62-701.200(93), F.A.C.
  - 40. "Recycling" is as defined by Rule 62-701.200(94), F.A.C.
- 41. "Service Fee" shall mean the monthly payment to the Contractor from the County to compensate Contractor for all of Contractor's duties, obligations and responsibilities under this Agreement.
- 42. "Site" means the real property that is located in Section \_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, in Leon County, Florida, and described more specifically in Exhibit "A", which is attached hereto and incorporated herein by reference. The Site includes the Leon County Transfer Station and any other structures on or improvements to the real property.
  - 43. "Solid Waste" is as defined by Rule 62-701.200(102), F.A.C.
- 44. "Special Waste" means Yard Trash, White Goods, Waste Tires, used oil and lead acid batteries.
- 45. "Subcontractor" shall mean any separate corporation, firm, individual, joint venture, or combination thereof (other than employees of the Contractor) who or which contracts with the Contractor to furnish or actually furnishes labor, materials, or equipment for the performance of this Agreement.
- 46. "Surety" shall mean one or more insurance companies, duly licensed or authorized to transact business in the State of Florida, which execute and issue the

Performance and Payment Bonds required by this Agreement.

- 47. "Term" shall mean the term or duration of this Agreement, as described in Article 8 herein.
- 48. "Transaction Summary Report" means the report produced by the County's computer systems for each Operating Month, which summarizes the daily transactions at the County's weigh station for the Transfer Station.
- 49. "Transfer Station" means the Solid Waste transfer, processing and transportation facility that is located at the Site.
  - 50. "Ton" shall mean 2,000 pounds.
- 51. "Unacceptable Waste" means any Solid Waste that cannot legally be disposed at a Class I Landfill under Applicable Laws. Unacceptable Waste includes Prohibited Waste and Special Waste.
  - 52. "Waste Tire" is as defined by Rule 62-701.200(122), F.A.C.
  - 53. "White Goods" is as defined by Rule 62-701.200 (129), F.A.C
  - 54. "Yard Trash" is as defined by Rule 62-701.200 (131), F.A.C.

#### ARTICLE 2. SCOPE OF CONTRACTOR'S SERVICES

This Agreement establishes the terms and conditions under which the Contractor shall perform the services required herein for the proper management and disposal of the County's Solid Waste. In accordance with the requirements in this Agreement, the Contractor shall: (a) transport Acceptable Waste from the Transfer Station; and (b) dispose of that Acceptable Waste at the Disposal Facility. Except as otherwise provided herein, the Contractor shall at its expense provide all labor, services, supervision, materials, and equipment necessary to accomplish these tasks throughout the Term. It is the sole responsibility of the Contractor to perform the necessary activities under this Agreement in accordance with the requirements of this Agreement, the Permits, and all Applicable Laws.

## ARTICLE 3. GENERAL TERMS AND CONDITIONS CONCERNING CONTRACTOR'S RESPONSIBILITIES

#### 3.1 Commencement of Operations

The County shall give a Notice to Proceed to the Contractor at least ninety (90)

calendar days before the Commencement Date. The County's Notice to Proceed shall identify and establish the Commencement Date. On the Commencement Date, the Contractor shall commence the transfer and disposal of all Acceptable Waste from the County's Transfer Station.

Prior to the Commencement Date, the Contractor shall have reasonable access to the Transfer Station to prepare for the commencement of operations.

At least fifteen (15) days prior to the Commencement Date, a joint meeting shall be held with representatives of the Contractor, the County, and other parties or government agencies which may be affected by or have jurisdiction over the Transfer Station or the Contractor's activities under this Agreement. This meeting is intended to introduce the key personnel from each organization and to provide an opportunity for discussions concerning the start of operations and other pertinent issues associated with the Transfer Station and this Agreement.

The County may limit its operations at the Transfer Station for the first 14 days following the Commencement Date. The County shall use this 14 day period of time to test the equipment at the Transfer Station and optimize the County's operations. The County shall coordinate with the Contractor to ensure that both parties have appropriate staffing and equipment available during this initial start-up period.

#### 3.2 <u>Minimum Standards</u>

This Agreement contains performance standards and other requirements that shall govern the Contractor's activities under this Agreement. These requirements establish the minimum levels of performance that will be deemed acceptable by the County. In addition, it is the objective of this Agreement that every aspect of the Contractor's work under this Agreement shall be performed safely and in accordance with the highest professional standards and best management practices for the solid waste industry.

#### 3.3 Representations of the County and Contractor

The County and Contractor recognize that the successful implementation of this Agreement and the efficient operation of the Transfer Station is dependent upon the good faith performance of their respective obligations. The County and Contractor hereby warrant that each will take all reasonable actions necessary to promptly and efficiently carry-out their responsibilities under this Agreement and will cooperate with each other, as necessary, to assure the effective, continuous performance of each party's obligations hereunder.

#### 3.4 Prohibitions

Under no circumstances shall Contractor's activities under this Agreement cause: (a) Pollution; (b) Objectionable Odors at the boundary of the Site; or (c) nuisance conditions.

#### 3.5 Regulatory Compliance

The Contractor shall transport and dispose of the County's Acceptable Waste in strict conformance with the provisions of all Permits, Applicable Laws and this Agreement.

The Contractor shall respond promptly to all citations, warning letters, notices of violation, emergency orders and other enforcement actions (collectively "citations") concerning the Contractor's activities under this Agreement, including all citations concerning the Disposal Facility, and the transport and disposal of the County's Acceptable Waste. The Contractor shall provide Notice and a copy of any citation to the County on the next Operating Day after the citation is received by the Contractor. The Contractor shall pay all costs of investigating and responding to all citations, and shall pay all costs of correcting deficiencies and achieving compliance with all citations, and shall pay any fines assessed as a result of Contractor's non-compliance.

#### 3.6 <u>Customer and Community Relations</u>

All customer and public complaints and inquiries (collectively "complaints") about the Contractor's operations under this Agreement shall be the sole responsibility of the Contractor. The Contractor shall respond to all complaints as soon as possible, but no later than by the end of the second full Operating Day.

The Contractor shall prepare and use a standard form to record the hour, date and nature of any complaint. A copy of the form shall be submitted to the Director on the day when the complaint is received by the Contractor. Copies of written complaints shall be attached to the standard form. The form shall be updated, and resubmitted to the Director, to show how and when the Contractor responded to the Complaint. The Contractor shall keep copies of all complaints and forms in the Transfer Station at all times.

The Contractor's standard form shall be submitted to the Director for review and approval at least three (3) days before the Commencement Date.

#### 3.7 Contractor's Personnel and Equipment

The Contractor shall provide all equipment and personnel necessary to perform Contractor's duties under this Agreement in a safe, timely and efficient manner. All of the Contractor's employees shall be appropriately trained for the tasks assigned to them. All of the equipment used by the Contractor shall be appropriately designed, maintained and operated. The Contractor shall make arrangements for or have access to additional

equipment and workers, as necessary, to ensure that the operation of the Transfer Station is not interrupted or halted.

At all times when Contractor's employees are On-site, the Contractor's employees shall wear a standard shirt or uniform with the Contractor's logo.

The names of all key personnel assigned to the Contractor's work under this Agreement shall be communicated to the Director, including any changes in key personnel.

The Director reserves the right to direct the Contractor to dismiss, or relocate away from the Transfer Station, any employee of the Contractor who materially or repeatedly violates any term of this Agreement or who is wanton, negligent, or discourteous in the performance of his duties. The Director will coordinate with the Contractor before exercising this right.

Notwithstanding the foregoing, no action by the County with regard to the Contractor's personnel shall violate the Contractor's written personnel policies nor any Applicable Law.

#### 3.8 Subcontractors

The Contractor may utilize Subcontractors in the performance of the work required hereunder. The Contractor shall secure from each Subcontractor an indemnification agreement in favor of the County that is equivalent to the indemnification required of the Contractor by this Agreement. The Contractor shall be responsible to the County for the acts and omissions of its Subcontractors and for all persons that are directly or indirectly employed by the Subcontractors.

The Contractor further agrees to employ only those Subcontractors that have been approved by the Director. Such approval shall not be unreasonably withheld and shall be based on the Director's reasonable determination that the Subcontractor has the experience, equipment, personnel and financial resources to satisfactorily perform the work required by this Agreement.

Nothing in this Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or see to the payment of any monies which may be due to any Subcontractor. No subcontract shall relieve the Contractor of its responsibilities under this Agreement.

#### 3.9 <u>Operating Manual And Supplemental</u> Operating Requirements

The Operating Manual supplements this Agreement and establishes additional requirements for the Contractor's performance under this Agreement. The Operating

Manual may be modified or amended by mutual written agreement of the County and Contractor. The Director is authorized to approve changes to the Operating Manual on behalf of the County.

The Operating Manual shall include the Contractor's Safety Plan, which shall describe the Contractor's plans and procedures for ensuring that all aspects of the Contractor's work under this Agreement shall be performed in a safe and responsible manner. The Contractor's Operating Manual and Safety Plan shall be submitted for the Director's review and approval at least 30 days before the Commencement Date.

The Contractor's Safety Plan shall describe the safety training programs that will be provided for Contractor's employees. The Contractor shall provide safety and loss control training for all of the Contractor's employees that will be providing services for the County under this Agreement. All such employees shall receive appropriate training before they commence work under this Agreement and they shall receive updated, refresher training on a routine basis throughout the term of this Agreement.

#### 3.10 Payment of Expenses

Except as otherwise specifically provided for herein, the Contractor shall be solely responsible for and shall pay all costs and expenses incurred in the performance of its duties under this Agreement.

#### 3.11 Permits and Licenses

Except as otherwise provided in Section 6.16, the Contractor shall secure, renew, modify if necessary, and pay for all Permits, licenses, inspections, and other governmental charges that are necessary for the Contractor's activities under this Agreement, including environmental permits, building permits, utility permits, and truck registrations.

#### 3.12 <u>Taxes, Charges and Levies</u>

The Contractor shall pay all sales, consumer, use, and other taxes and fees required by law for the Contractor's activities under this Agreement. The Contractor shall pay any host fee or similar fee imposed by the community where the Disposal Facility is located. However, the Contractor shall have no liability under this Agreement or otherwise for the payment of any ad valorem taxes on the Transfer Station or the payment of any taxes, charges, levies or fees of any kind that are imposed by the County on the Contractor's operations only, on transfer station operations per se, or in a discriminatory manner on the Contractor's activities under this Agreement.

#### 3.13 Maintenance of Records

The Contractor shall develop and implement an organized system for keeping records concerning the Contractor's activities under this Agreement. At a minimum, the Contractor's records shall include copies of: (a) all Permits required for the Contractor's activities under this Agreement; (b) all complaints and forms, as described in Section 3.5; (c) all citations, as described in Section 3.4; (d) all correspondence to and from FDEP and other regulatory agencies directly or indirectly concerning the Contractor's activities under this Agreement; and (e) any other documents necessary to confirm that Contractor has performed in accordance with this Agreement.

The Contractor's above records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of termination of this Agreement. The County and its authorized agents shall have the right, during normal business hours, to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the Term of this Agreement and during the period of five (5) years after the final termination of this Agreement or such longer time as may be permitted by Applicable Law. The right to audit, inspect and copy records and documents shall be at the County's sole expense and shall not extend to confidential or proprietary information.

#### 3.14 <u>Monthly Reports</u>

The Contractor shall provide monthly reports to the County concerning the Contractor's performance under this Agreement. At a minimum, the reports shall discuss the key events that have occurred since the last report, plus any key events that are anticipated during the next month. The report shall address: (a) any complaints received by the Contractor from the public or the County; (b) any citations, as described in Section 3.4; (c) any spills or emergencies in transit, as described in Section 5.7; (d) any accidents or injuries at the Site, in transit, or at the Disposal Facility; (e) any new or revised operating practices or procedures; and (f) any other extraordinary occurrences affecting the Contractor's performance under the Agreement.

#### 3.15 Communications Between the County and Contractor

Working in cooperation with the County, the Contractor shall develop, implement and maintain a system that will allow the Contractor and the County to communicate with each other at any time, 24 hours per day, seven days per week. The Contractor's proposed communications system shall be subject to the Director's prior approval.

# ARTICLE 4. THE CONTRACTOR'S RESPONSIBILITIES FOR THE OPERATION AND MAINTENANCE OF THE TRANSFER STATION

#### 4.1 <u>Schedule of Operations</u>

The County shall receive deliveries of Solid Waste at the Transfer Station between the hours of 3:00 A.M. and 6:00 P.M., Monday through Friday, and 8:00 A.M. to 5:00 P.M. on Saturday. The hours of operation for deliveries may be changed by the County upon reasonable Notice to the Contractor. The total number of hours of operation shall not be increased unless the County agrees to revise the Service Fee accordingly. During any of the County's hours of operation at the Transfer Station, the Contractor may deliver empty transport trailers to the Transfer Station, or remove trailers from the Transfer Station that have been filled with Acceptable Waste, or perform other tasks that are necessary to ensure the Contractor's compliance with this Agreement. The Transfer Station shall be open to receive Solid Waste on all days of the year, except Sundays and the following holidays: New Year's Day, July 4th, Thanksgiving Day, and Christmas Day. In cases where one of the foregoing holidays falls on a Sunday, the County shall operate the Transfer Station on the preceding Saturday and the following Monday.

If emergency conditions, including but not limited to extreme wind or rainstorms, make it impractical to dispose of the resultant volume of Solid Waste during the normal hours of operation for the Transfer Station, the County shall open the Transfer Station on other days (up to a maximum of five days per year) or at other times reasonably determined by the County, and the Contractor shall haul and dispose of the County's Acceptable Waste, without additional charge to the County, except for the County's payment of the Service Fee for such tonnage of Acceptable Waste as may be delivered from the Transfer Station to the Disposal Facility.

#### 4.2 Equipment and Personnel at Transfer Station

The Contractor shall have sufficient numbers of trailers available at the Transfer Station at all times when Solid Waste is being received at the Transfer Station. The trailers shall be suitable for top-loading operations. The Contractor shall have adequate equipment available to properly handle the first and last loads of Acceptable Waste received each day. The Contractor shall have appropriately trained personnel on duty or available, as necessary, at all times when Solid Waste is being received at the Transfer Station.

#### 4.3 <u>Right of Access For County</u>

The County shall have the unrestricted right to inspect Contractor's equipment and activities at the Transfer Station during operating hours. The Contractor shall provide reasonable access at any time during normal operating hours to the Director and his or her designees for inspections of the Disposal Facility. The Contractor may require all persons

entering the Disposal Facility to comply with reasonable safety rules.

#### 4.4 <u>Safety</u>

The Contractor shall be responsible for the personal safety of its personnel when they are at the Transfer Station. The County may require all persons entering the Site to comply with reasonable safety rules established by the County.

#### 4.5 <u>Cooperation with County and Waste Haulers</u>

The Contractor's activities at the Transfer Station will necessarily interface with activities of the County and waste haulers. The Contractor shall not impede or interfere with the County's efforts to implement and ensure the efficient ingress, unloading, and egress of waste hauling vehicles. The Contractor's methods and procedures for delivering and removing its transfer trailers shall be subject to review and approval by the Director. Similarly, the County shall not impede or interfere with the Contractor's duties and responsibilities under this Agreement.

#### 4.6 Offices and Furnishings at Transfer Station

An office in the Transfer Station shall be available for use by the Contractor. All of the areas used and the offices occupied by the Contractor shall be maintained in good repair and in a clean, neat and orderly manner. The Contractor shall be responsible for obtaining and maintaining the furnishings, materials and equipment necessary for the areas occupied by the Contractor.

#### 4.7 Payment of Contractor's Utilities Bills

Except as provided herein, the County shall pay all of the monthly bills for the electricity, water, telephone, sanitary sewer and other services provided to the Transfer Station and scale house.

At its expense, the Contractor may install for its use separate telephone lines to the Contractor's office in the Transfer Station. The Contractor shall pay the monthly bills for the telephone services used by the Contractor.

#### 4.8 Use of Premises

The Contractor shall confine its equipment, materials and workers to the areas authorized by the Operating Manual. The Contractor shall not unreasonably encumber the premises with materials, equipment, trailers, or trucks.

The Contractor shall not use the Transfer Station or any On-site area for activities other than those expressly authorized by this Agreement, unless the Contractor has received

the advance written approval of the Director. The Contractor shall not use the Site for vehicle repairs or maintenance, except the repair or replacement of flat tires or other similar activities that do not pose a threat of On-site Pollution.

The Contractor shall not change or alter the County's Transfer Station, equipment or Site without the County's prior written approval.

#### 4.9 <u>Contractor's Testing Rights</u>

The Contractor may, at its sole expense, test the air, soil, water, or Leachate, at the Transfer Station at any time. The Contractor shall immediately furnish to the County the results of any tests, reports, or other documents resulting from said tests.

# ARTICLE 5 THE CONTRACTOR'S RESPONSIBILITIES FOR THE TRANSFER AND DISPOSAL OF ACCEPTABLE WASTE

#### 5.1 <u>Transport and Disposal of Acceptable Waste</u>

On the Commencement Date, the Contractor shall begin transporting Acceptable Waste from the Transfer Station to the Disposal Facility. Throughout the Term, the Contractor shall be responsible for the safe and lawful transport and disposal of all Acceptable Waste delivered to the Transfer Station. The Contractor's activities shall be conducted in accordance with all Applicable Laws, including laws governing highway weight limits, equipment inspections, safety standards, and speed limits.

#### 5.2 <u>Tractors and Trailers</u>

The Contractor shall provide all of the tractor trucks and trailers needed to haul the County's Acceptable Waste to the Disposal Facility. The Contractor shall make arrangements for or have access to additional trucks and trailers, if necessary, to ensure that there is no interruption in the operation of the Transfer Station. The Contractor shall replace the trucks and trailers as necessary to ensure that the Contractor has the ability to provide reliable service under this Agreement.

#### 5.3 <u>Loading, Covering and Inspecting Vehicles</u>

The Contractor shall deliver empty transport trailers to the Transfer Station for filling with Acceptable Waste. In accordance with the County's instructions, the Contractor either shall drive the trailers inside the Transfer Station for filling by the County or the Contractor shall park the trailer outside the Transfer Station until it is needed. When requested by the County, the Contractor promptly shall drive the empty trailer to the designated location inside the Transfer Station. The Contractor shall move the trailer from

the Transfer Station immediately after the trailer is filled. If the Contractor fails to move its trailers into or out of the Transfer Station promptly after being requested to do so by the County, the County may collect a deduction from the Contractor pursuant to Section 10.4, below. The County also may move the Contractor's trailers into or out of the Transfer Station when the Contractor is unavailable, or unwilling or unable to do so. The County may move the trailer to a location On-site for temporary parking. The Contractor may park filled trailers On-site temporarily, but the Contractor shall not allow more than 12 trailers filled with Acceptable Waste to be parked On-site at anytime. The Contractor shall be responsible for taking the trailers and Acceptable Waste from the Transfer Station and unloading the Acceptable Waste at the Disposal Facility.

If requested by the County, the Contractor shall promptly remove any trailer from the Site that is filled with unusually odorous waste.

All trailers shall be securely covered by the Contractor promptly after they are removed from the Transfer Station. All trailers shall remain securely covered until unloaded.

Contractor's trucks and trailers shall be maintained by the Contractor in a clean and sanitary condition to prevent odors, vectors, or nuisance conditions. The Contractor's trucks shall have leakproof seals which shall be maintained to ensure that any leakage of leachate is minimized.

All trucks and trailers shall be inspected by the Contractor at the Transfer Station before every trip as part of Contractor's routine safety and operations program.

#### 5.4 <u>Approved Truck Routes</u>

The Contractor shall use only the truck routes designated in the Operating Manual when transporting Acceptable Waste from the Transfer Station to the Disposal Facility. The routes are subject to the Director's prior approval, which shall not be unreasonably withheld. The approved routes for the Contractor's vehicles may be changed by the Director, if necessary.

#### 5.5 Signage on Trucks and Trailers

Each truck used by the Contractor to transport the County's Acceptable Waste shall bear the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each trailer shall be labeled by the Contractor in the same manner on each side and on the tail gate. The Contractor's signs on the trailers shall be subject to the Director's prior written approval.

#### 5.6 The Disposal Facility

The Contractor shall accept all of the Acceptable Waste delivered to the Transfer Station and shall dispose of all such Acceptable Waste at the Contractor's Springhill Landfill in Jackson County, Florida. The Contractor shall not take the County's

Acceptable Waste to any other facility unless the Board gives its prior written approval for the use of a different Disposal Facility. The Board may withhold its approval of any other Disposal Facility, at its sole discretion. At the Springhill Landfill, the Contractor shall place the County's Acceptable Waste only in those areas that have a double composite liner system.

#### 5.7 Spills and Emergencies in Transit

If the Contractor's activities under this Agreement result in a spill or emergency on the highway, the Contractor shall implement the emergency plan that is contained in the Operation Manual. The Contractor shall promptly notify the Florida Highway Patrol or local sheriff, as required by law. The Contractor shall promptly initiate and complete clean-up activities, if necessary. The Contractor shall notify the Director verbally within twelve (12) hours and shall provide a written report to the Director within twenty-four (24) hours concerning the cause of the spill or emergency, the clean-up activities that were implemented, and the current status of the situation.

#### 5.8 <u>Disposal of Unacceptable Waste</u>

The Contractor shall arrange and pay for the disposal of any Unacceptable Waste, including Special Waste and Prohibited Waste, that is removed from the Site by the Contractor.

#### ARTICLE 6. THE COUNTY'S RESPONSIBILITIES

#### 6.1 Ownership of Real Property

The County shall own and have the legal title to the Site necessary to enable the County and the Contractor to perform their respective obligations pursuant to this Agreement. The County shall obtain and maintain any and all land use servitudes, easements, and rights-of-way necessary for the performance of the obligations of both the County and the Contractor at the Site pursuant to this Agreement.

The County shall own all right, title and interest in the land, mineral rights, trees, and permanent improvements to the Site.

#### 6.2 Ownership of Transfer Station and Equipment

The County shall own the Transfer Station and the other improvements to the Site. The Transfer Station shall include the transfer station building and associated built-in equipment.

#### 6.3 Access to Transfer Station

The County shall provide and maintain for the Contractor, its employees, agents, Subcontractors, and suppliers, full and complete access to the Transfer Station as necessary to carry out the requirements of this Agreement.

#### 6.4 Solid Waste Processing at the Transfer Station

In accordance with this Agreement, the County shall process all of the Solid Waste received at the Transfer Station. The County shall inspect all of the Solid Waste received at the Transfer Station and determine whether the waste is acceptable. All of the Acceptable Waste that is delivered to the Transfer Station shall be loaded into transfer trailers for transport to the Disposal Facility.

The Contractor and the County shall use their best efforts to ensure that Unacceptable Waste, including Special Waste and Prohibited Waste, is not taken to the Disposal Facility. If Unacceptable Waste is received at the Transfer Station, the Unacceptable Waste shall be removed promptly from the Transfer Station and disposed of in a lawful manner at the County's expense, unless the Contractor delivered the waste.

Trucks filled primarily or completely with Construction and Demolition Debris shall not be allowed to unload in the Transfer Station. However, if a small quantity of Construction and Demolition Debris is unloaded in the Transfer Station in a mixed load of Acceptable Waste, the Construction and Demolition Debris may be handled as Acceptable Waste.

The County shall provide the containers needed for the temporary storage of all of the materials that are segregated at the Transfer Station, including Special Waste. The County shall arrange and pay for the removal of these materials from the Transfer Station.

The Contractor shall be provided access at all reasonable times to observe the operations in the Transfer Station. The Contractor may, at its expense, assign one or more inspectors to observe the County's operations while loading the Contractor's trucks. The County shall cooperate with said inspectors in the performance of their duties. The Contractor and its inspectors shall not interfere with or impede the County's operation of the Transfer Station.

The County shall ensure that the Transfer Station is open daily on schedule for the Contractor and the public, and remains opened as scheduled.

The County shall ensure that its employees perform their responsibilities safely, efficiently and in accordance with the Agreement, Permits and Operating Manual.

The County shall make a good faith effort to load the Contractor's trailers in a timely manner and fully, without exceeding any maximum load limits applicable to the trailers. Any damage to the Contractor's trailers caused by the County's operations, other than normal "wear and tear," will be the responsibility of the County, which shall take

steps to promptly effect necessary repairs.

# 6.5 <u>Restrictions on Special Waste</u>

The Contractor shall not knowingly accept any Special Waste at the Transfer Station without the Director's prior written approval.

#### 6.6 Prohibited Waste

Neither the County nor the Contractor shall knowingly deliver or accept any Prohibited Waste at the Transfer Station. The County shall not knowingly send and the Contractor shall not knowingly transport Prohibited Waste to the Disposal Facility.

# 6.7 <u>Leachate Management</u>

The County shall operate and maintain a Leachate collection and disposal system in accordance with the Permits and Applicable Laws. All Leachate generated in the Transfer Station or on the premises shall be collected in the Leachate collection system. The Contractor shall not allow Leachate to be released into the soils, surface water or groundwater at the Site.

# 6.8 <u>Site Access and Security</u>

The County shall control access to the Transfer Station. Other than during hours of operation, the Transfer Station shall be secured and all gates locked.

#### 6.9 Collection of Solid Waste Fees

The County shall be responsible for collecting the appropriate fees from those persons that deliver Solid Waste to the Transfer Station. The County shall determine the amounts of such fees, if any.

#### 6.10 Payment to the Contractor

The County shall pay the Contractor every month in accordance with Article 7. The County shall pay any amounts owed to other contractors or subcontractors hired directly by the County, and the Contractor shall have no liability therefor.

# 6.11 Measurement of Solid Waste Tonnage

The County shall be responsible for determining the number of tons of Acceptable Waste taken from the Transfer Station by the Contractor. The number of tons of Acceptable Waste to be accounted for during a reporting period shall be determined by utilizing the County's automated data collection system at the County's scale house. All vehicles transporting Acceptable Waste to the Disposal Facility shall be weighed when they leave the Transfer Station. If agreed upon by the County and Contractor, tare weights may be used for these purposes. The County will use its automated data collection system to

produce a report that summarizes the relevant data for each reporting period. The County shall have sole authority to determine the validity of the data.

# 6.12 <u>Scale House Operations</u>

The County shall be responsible for the operation and maintenance of the scale house at the Transfer Station and the costs thereof. The Contractor shall be provided access at all reasonable times to observe the operations of the scale house. The County shall perform all required calibration of the scales or shall arrange for such services to be performed by an independent contractor at the County's expense. The scales shall be calibrated at least semi-annually. The County shall provide the Contractor with copies of all relevant documents verifying calibration of the scales.

The County's scale operators shall retain the original weight records. All disposal tickets issued by the County will be consecutively numbered. The disposal tickets and any other scale house reports shall be available for inspection by the Contractor upon request. The County shall provide a copy of all weight records to the Contractor monthly. The Contractor may, at its option and at its expense, assign one or more inspectors to observe the County's operations. The County shall cooperate with said inspectors in the performance of their duties.

Hand receipts will be utilized if the County's automated data collection system is inoperable. Hand receipt data for the reporting period will be entered into the automated system as soon as possible after normal operations are restored.

#### 6.13 Environmental Monitoring

The County shall perform and pay for any groundwater, surface water, Leachate, or other routine environmental monitoring at the Transfer Station that is required by DEP or any regulatory agency with jurisdiction over the activities at the Transfer Station. However, the Contractor shall perform and pay for any enhanced or extraordinary environmental monitoring that is required as a result of Pollution or other problems caused by Contractor's activities.

#### 6.14 Solid Waste Flow Control

To the extent allowed by law, throughout the Term, the County shall deliver or cause to be delivered all Acceptable Waste within its lawful control to the Transfer Station. The County shall instruct its permitted, franchised or licensed haulers to deliver all Acceptable Waste collected from within unincorporated Leon County to the Transfer Station. The County is not obligated to file suit or take any enforcement action against any hauler to compel compliance with this requirement.

The County reserves the right to divert any or all Solid Waste to any other facility or location of the County's choice for the purpose of Recycling, removing Recovered Materials, removing organic materials, composting, or otherwise using or processing the Solid Waste. These activities also may be conducted at the Transfer Stations. After the

County's Solid Waste is processed in this fashion, the County shall deliver or have delivered all remaining Acceptable Waste to the Contractor at the Transfer Station. If any Solid Waste is received at the public drop-off area at the Leon County Landfill, the County reserves its right to dispose of such material at the County's landfill.

Nothing in this Agreement shall be construed to require the County to deliver a minimum amount of Acceptable Waste to the Contractor on a daily or annual basis. County will notify Contractor, in writing, six (6) months prior to the Commencement Date whether or not the Solid Waste from the City of Tallahassee is included in the volume of waste with which this Agreement is concerned.

# 6.15 Ownership of Solid Waste

The County shall possess all right, title, and ownership of all Solid Waste, Recyclable Material, and Recovered Material that is delivered to the Transfer Station. All right, title, ownership and responsibility for the Acceptable Waste and Unacceptable Waste shall pass to the Contractor when the waste material is removed from the Site.

#### 6.16 Licenses and Permits

Subject to the provisions of Section 3.10 and this Section 6.16, the County shall take all actions necessary to obtain each license, Permit, and other approval (collectively "license") needed for the construction and operation of the Transfer Station.

# 6.17 <u>County Decisions and Appeals</u>

All of the Contractor's work under this Agreement shall be performed to the reasonable satisfaction of the Director. Pursuant to Section 12.7, the Director or his designee shall be the County's representative for the purpose of resolving any questions or disputes arising under or related to this Agreement. The Director's decisions may be appealed to the County Administrator. If the Contractor is dissatisfied with the County Administrator's decision, the Contractor may pursue non-binding arbitration pursuant to Section 12.19.

# ARTICLE 7. GENERAL PAYMENT PROVISIONS

#### 7.1 Service Fee

After each Operating Month, the County shall pay to the Contractor a Service Fee in the amount and in the manner specified in this Agreement. The Service Fee is intended to fully and completely compensate the Contractor for all of Contractor's duties, obligations and responsibilities under this Agreement.

#### 7.2 Method of Calculating Service Fee

The Contractor shall be paid the Service Fee for each Ton of Acceptable Waste that the Contractor takes from the Transfer Station and disposes at the Disposal Facility. This

fee shall be based on the actual tonnage recorded at the County's scale house. The Department will use the Transaction Summary Report produced by the County's automated data collection system to support the Department's calculation of the payment to be made to the Contractor.

The Service Fee shall be \$21.75 per Ton of Acceptable Waste.

# 7.3 <u>Reductions In Service Fee</u>

The amount of the Service Fee to be remitted to the Contractor each month shall be reduced by the amount of any deductions taken by the County pursuant to Section 10.4.

#### 7.4 Procedure For Payment of Service Fee

Each month the Department shall calculate the amount of the Service Fee that is owed to the Contractor, based on the provisions of this Agreement. Thereafter, the Department shall prepare a request for the payment of the Contractor's Service Fee. The Department's request for payment will be submitted to the County Finance Director, and a copy of the request for payment will be provided to the Contractor, within seven (7) Operating Days after the end of the Operating Month.

If the Contractor disagrees with the amount stated in the Department's request for payment, the Contractor shall notify the Director within three (3) Operating Days after the request for payment is received by the Contractor. The existence of a dispute shall not delay the payment of undisputed amounts. Payments to the Contractor of undisputed amounts will be made within thirty (30) days after the date stamped request for payment is received in the Office of the County's Finance Director.

# 7.5 Adjustments to Fees

From time to time, the fees described in this Agreement may be adjusted in the manner provided below.

#### 7.5.1 Consumer Price Index Adjustment

The Service Fee shall be adjusted on each anniversary of the Commencement Date, based on the change in the previous year's Consumer Price Index (CPI). The new Service Fee shall be:

New Price = 
$$[(\underline{CPI2} - \underline{CPI1} \times 0.75) + 1] \times Current Price$$
 (CPI1)

"CPI" - the Consumer Price Index for the U.S. City Average - All items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

"CPI1" - the published CPI for the month preceding the anniversary of the Commencement Date in the preceding year.

"CPI2" - the published CPI for the month preceding the anniversary of the Commencement Date in the year in which the Service Fee is being adjusted.

Adjustments to the prices made in accordance with this section are intended to reflect changes in the purchasing power of a given amount of money expressed in dollars. If the method of establishing the CPI is revised to more accurately reflect inflation or deflation, the revised CPI shall be used thereafter when calculating the adjustments to the Service Fee. If CPI1 and CPI2 are not expressed in relation to the same base period, the County shall make an appropriate statistical adjustment or conversion. If the CPI is discontinued, the County shall select another index, which must be representative of the inflationary or deflationary trends affecting the parties' performance under this Agreement, and which is published by the United States government or by a reputable publisher of financial and economic indices. The Contractor may recommend an appropriate index to the County. If the County refuses to select an index that is acceptable to the Contractor, the dispute will be submitted to non-binding arbitration pursuant to Section 12.19 of this Agreement, if requested by the Contractor.

# 7.5.2 <u>Maximum CPI Adjustment</u>

The CPI adjustment to the Service Fee shall not exceed five percent (5%) in any one year. If the CPI adjustment under Section 7.5.1, above, would exceed five percent, but for the provisions of this Section 7.5.2, the Service Fee shall be increased by five percent at that time and the Contractor shall be entitled to receive the additional adjustment (i.e., the amount that exceeds five percent) when the Service Fee is adjusted the next year, provided the total CPI adjustment never exceeds five percent in any one year. If this Agreement is terminated by either party for any reason, the County shall have no obligation to pay damages or otherwise compensate the Contractor for any previously unpaid CPI adjustment.

#### 7.5.3 CPI Adjustment For Delayed Commencement

If the Commencement Date occurs on or before December 31, 2000, the Service Fee shall not be adjusted pursuant to Section 7.5.1, until the first anniversary of the Commencement Date. If the Commencement Date occurs after December 31, 2000, the Service Fee shall be adjusted on the Commencement Date. The adjustment to the Service Fee shall be calculated in accordance with the general provisions of Section 7.5.1; however, the adjustment to the Service Fee shall only equal 75% of the change in the CPI that occurs between January 1, 2001 and the Commencement Date.

# 7.5.4 Legal Changes Adjustment

After the Effective Date of this Agreement, if there is a Change in Law which has the effect of establishing requirements which directly caused or will cause an increase or a decrease in the Contractor's cost of performing those obligations under this Agreement which are encompassed within the Service Fee (in comparison to that cost which would otherwise have existed), then:

- (a) In the event of such increase in costs, Contractor may notify the County of such event and seek an increase in the Service Fee to reflect the increased cost of performing contract obligations that have been or will be affected by such Change in Law.
- (b) In the event of such decrease in costs, the County may notify the Contractor of such event and seek a decrease in the Service Fee, to reflect the decreased cost of performing contract obligations that have been or will be affected by such Change in Law. Decreases in cost shall be calculated on the same basis as increases in costs.

The purpose of any increase or reduction sought in connection with an increase or decrease in costs under this Section shall be to have the County bear 100% of the cost increase and obtain a benefit of 100% of the cost reduction.

If a Change in Law meets the requirements for an adjustment to the Service Fee, nothing in this Agreement shall be construed to require the County to pay more than its proportionate share of any increased cost resulting from the Change in Law.

To the extent either party is seeking an increase or reduction in the Service Fee pursuant to this Section, that party (the "requesting party") shall provide the other with as much detail as possible as to the nature of the Change in Law, the basis for the assertion that such change has had or will have an effect on cost, the dollar amount associated with such effect, and the underlying calculation of the change being sought in the Service Fee. Upon the receipt of such information, the other party (the "responding party") promptly shall review the information and, within sixty (60) days of such receipt, shall respond to the requesting party in writing, stating whether it agrees or disagrees with the requesting party's request. If the responding party agrees, then the parties promptly shall meet and adjust the Service Fee in accordance with the request. If the responding party disagrees with the requesting party's request, then prior to any litigation being pursued, the parties shall attempt to resolve the dispute through non-binding arbitration pursuant to Section 12.19 of this Agreement.

If the Contractor requests an increase in the Service Fee as a result of a Change in Law, the County shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the impact of the Change in Law on the Contractor's costs. If the County requests a decrease in the Service Fee as a result of a Change in Law, the Contractor shall be entitled to audit the County's financial and operational records.

If an adjustment to the Service Fee is made as a result of a Change in Law, the adjustment shall be applied retroactively to the date when the Contractor's costs first changed as a result of the Change in Law.

# 7.5.5 Adjustments to Transportation and Disposal Costs

The Service Fee established in this Agreement is based on the cost of transportation to and disposal at Contractor's Springhill Landfill in Jackson County, Florida. The Service Fee paid by the County shall be adjusted if the County's Acceptable Waste is taken to a different facility for disposal. The amount of the adjustment to the Service Fee shall be determined through negotiations between the County and the Contractor. If the County and the Contractor cannot mutually agree on the amount of the adjustment, the County may refuse to allow the Contractor to use a different disposal facility, pursuant to Section 5.6 and the waste shall continue to move to Contractor's Springhill Landfill in Jackson County, Florida.

#### 7.5.6 Fuel Adjustment

Subject to the provisions of this section, the County shall pay an additional fee (i.e., the "Fuel Adjustment") to the Contractor if the average annual cost of fuel rises above the Base Price, which initially shall be set on the Commencement Date. The amount of the Fuel Adjustment shall be calculated by multiplying (a) the amount of fuel used by the Contractor during the prior Operating Year, times (b) the amount that the average annual cost of fuel exceeds the Base Price.

The Contractor may apply to the County for a Fuel Adjustment within 60 days after the end of each Operating Year. The Contractor's request shall cover the prior Operating Year only. If the Contractor demonstrates that a Fuel Adjustment is warranted, the County shall pay the Fuel Adjustment within 45 days after receiving the Contractor's request.

For the purposes of this section, the amount of fuel used by the Contractor during the prior Operating Year shall be calculated by using the following formula:

$$AF = (D \times T)$$

$$MPG$$

Where AF = the amount of fuel used by the Contractor;

D = the distance from the Transfer Station to the Disposal Facility, as measured on a roundtrip basis;

T = the number of trips made by the Contractor from the Transfer Station to the Disposal Facility with loaded transfer trailers; and

MPG = 6.5 miles per gallon of fuel.

The cost of fuel shall be determined by using the price of No. 2 Low Sulfur diesel fuel at the Panama City Terminal, as reported in the PAD 1 Report published by the Oil Price Information Service. The average annual cost of fuel shall be determined by taking the price reported in the first issue of the PAD 1 Report each month of the prior Operating Year and then averaging the monthly prices.

Initially, the Base Price of fuel shall be equal to the average annual cost of fuel for the 12 months prior to the Commencement Date, plus \$0.25 per gallon. The average annual cost of fuel shall be determined by taking the price reported in the first issue of the PAD 1 Report for each of the previous 12 months and then averaging the monthly prices.

The Base Price of fuel shall be adjusted on each anniversary of the Commencement Date, based on the change in the previous year's CPI. The new price shall be calculated by using the formula contained in Section 7.5.1.

The Fuel Adjustment shall apply only to the amount of fuel actually used by the Contractor to transport the County's Acceptable Waste to the Disposal Facility. If the Contractor uses less fuel than is calculated under the formula in this Section 7.5.6, the County shall have the right to reduce the Fuel Adjustment accordingly.

# 7.5.7 Fuel Tax Adjustment

A change in fuel taxes shall be treated as a Change in Law, but only to the extent that the fuel tax affects the cost of the diesel fuel that is purchased by the Contractor and used to transport Acceptable Waste from the Transfer Station to the Disposal Facility. A change in fuel taxes shall be evaluated in accordance with the provisions of Section 7.5.4, above. The financial effect of a change in fuel taxes shall be calculated by using the following formula:

 $C = FT \times AF$ 

Where:

C = the change in the Contractor's cost;

FT = the amount of the change in the fuel tax; and

AF = the amount of fuel used by the Contractor.

The amount of fuel used by the Contractor (AF) shall be determined by using the formula contained in Section 7.5.6, above.

## ARTICLE 8. TERM

Unless terminated earlier in the manner provided herein, this Agreement shall be for an initial Term of ten (10) years, which shall begin on the Commencement Date. Thereafter, this Agreement may be renewed for additional Terms of five (5) years each.

At the end of each Term, the Board shall have the right, in its sole discretion, to renew, renegotiate, or terminate this Agreement. The Board shall provide at least 180 days Notice to the Contractor of its intention to renew, renegotiate, or terminate this Agreement at the expiration of the initial Term or any renewal Term. If the Board has not voted to renew this Agreement by the end of any Term, then this Agreement shall be terminated 180 days thereafter.

#### ARTICLE 9. TERMINATION AND SPECIAL CONDITIONS

# 9.1 Early Termination Without Cause

During the initial Term, the County shall have the right to terminate this Agreement, without cause, on the sixth (6th) anniversary of the Commencement Date. To terminate this Agreement pursuant to this Section 9.1, the County shall give Notice of early termination at least twelve (12) months before the termination. Upon termination of this Agreement, the County shall assume all of the obligations under this Agreement, the Permits and Applicable Law relating to the operation and maintenance of the Transfer Station.

If this Agreement is terminated by the County pursuant to this Section 9.1, the Contractor may require the County to buy, at fair market value, all of the transfer trailers that are owned by the Contractor and used to operate the Transfer Station.

The fair market value of the transfer trailers shall be the average value that is established by the appraisals of three (3) qualified, independent appraisers. One appraiser shall be selected by the County, a second appraiser shall be selected by the Contractor, and a third appraiser shall be selected by the first two appraisers. The County and the Contractor shall each pay one-half of the cost of the appraisals.

The appraisals shall be completed and the fair market value of the trailers shall be determined within 90 days after the Notice of termination is received by the Contractor. After the fair market value is determined by the appraisers, the Contractor shall have 30 days to give Notice to the County if the Contractor wants to sell the transfer trailers to the County at fair market value. If so, the County shall pay the Contractor for the transfer trailers, and the Contractor shall provide the County with clear and unencumbered title to the transfer trailers, no later than 3 days after the termination of this Agreement.

# 9.2 For Cause

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the material covenants or conditions contained herein for five (5) working days after the other party has given the party breaching or defaulting Notice of such breach or default, the other party may (i) terminate this Agreement as of any date; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled at law or in equity. The non-defaulting party's selection of any remedy specified herein shall not be construed as a waiver of any other rights at law or in equity related to the defaulting party's breach.

If a default does not endanger the health, safety, or welfare of the County or its citizens, and in the exercise of due diligence during the aforesaid five (5) day period a cure cannot reasonably be effected, such five (5) day period shall be extended, to include such additional time as is reasonably necessary to effect a cure, provided the defaulting party exercises continuous diligent efforts to cure the default during the extended cure period.

In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

Each of the following shall constitute an event of default:

# 9.2.1 <u>Failure or Refusal of a Party to Comply</u> with Terms of the Agreement

The persistent, repeated, or substantial failure or refusal by either party to substantially fulfill any of its material obligations in accordance with this Agreement, unless excused or justified by a Force Majeure event, default by the other party, or other legally recognized cause customarily justifying or excusing non-performance; provided, however, that the first failure of the Contractor to meet its obligations in accordance with Section 10.4 shall not be an event of default so long as the Contractor pays the applicable deductions; and provided, that no such default shall constitute an event of default unless and until:

- (a) The non-defaulting party has given Notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and
- (b) The defaulting party either has not corrected such default, or has not initiated reasonable steps expeditiously to correct such default within five (5) days from the date of such Notice.

The events by which the Contractor shall be deemed to have failed to fulfill a material obligation of this Agreement shall include, but not be limited to:

- (i) Failing to begin work on the Commencement Date:
- (ii) Discontinuing prosecution of the work required by this Agreement;
- (iii) Willful or negligent failure to comply with any Applicable Laws or the Permit;
- (iv) Breaching any material warranty or making any representation in this Agreement that is materially untrue;
- (v) Failing to pay, when due, any sums owed to a Subcontractor for services or materials provided pursuant to this Agreement;
- (vi) Failing to perform the work or satisfy the requirements established in this Agreement; or
- (vii) Failing to provide or continuously maintain the insurance or bonds required by this Agreement.

# 9.2.2 Voluntary Bankruptcy

Written admission by a party that it is bankrupt; or filing by a party of a voluntary petition under the Federal Bankruptcy Act; or consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a party's property or business; or by becoming insolvent.

# 9.2.3 <u>Involuntary Bankruptcy</u>

Final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

#### 9.2.4 Habitual Violations

If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the conditions or requirements contained in this Agreement, the County may in its sole discretion deem the Contractor to be a "habitual violator", regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further notice or grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a notice that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written Notice to the Contractor, which shall be effective upon the date specified in the Notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a

supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

# 9.3 Force Majeure

Force Majeure events are defined in Article 1 of this Agreement. Force Majeure events shall be subject to the following provisions and limitations.

# 9.3.1 Obligations Excused

Notwithstanding any other provision in this Agreement, neither the County nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a Force Majeure event. As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

- (a) Promptly notify the other party verbally; and
- (b) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a Notice with a written description of (1) the commencement of the Force Majeure event, (2) its estimated duration and cost impact, if any, on the party's obligations, under this Agreement, and (3) its estimated impact (other than cost), if any, on the party's obligations under this agreement.

# 9.3.2 <u>Continuing Obligations</u>

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause therefor, reduce the costs thereof, and resume performance under this Agreement. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

The party claiming a Force Majeure event shall affirmatively prove to the other party the occurrence of the Force Majeure event and all resulting impacts, if any, to the performance of the Agreement.

The parties recognize that nothing in this subsection shall in any way limit each's duty, as otherwise specified within this Agreement, to comply with all Applicable Laws.

Although strikes, slowdowns, walk-outs, block-outs, industrial disturbances, or other labor disputes are not Force Majeure events, if such events occur, the Contractor shall take all reasonable steps to continue normal operations. Among such steps which may be required are the transfer of personnel from any other locations, hiring of additional short-term employees, and contracting with other entities to provide the necessary equipment or labor required to perform the Contractor's responsibilities under this Agreement.

# 9.3.3 <u>County's or Contractor's Right to Terminate</u> <u>Due to Force Majeure Event</u>

In the event that the County or the Contractor in good faith determines that a Force Majeure event will prevent or alter performance permanently or for such period of time or at such additional expense as to make performance unreasonable, the County or the Contractor may declare the Agreement terminated and neither party shall be further obligated to the other except for amounts due upon the date of termination of the Agreement.

#### 9.4 Interim Operations

In the event that this Agreement is terminated before the end of any Term, the Contractor shall continue operations for an interim period of up to one hundred twenty (120) calendar days if requested to do so by the County in order to allow the County to obtain the services of a successor contractor or to make arrangements to haul out and dispose of the Acceptable Waste with its own forces. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the Notice of termination. Any additional services will be paid for at an agreed upon rate.

# 9.5 <u>Vacating the Site</u>

Upon vacating the Site, the Contractor shall properly dispose of any accumulations of waste materials, rubbish, and other debris resulting from the Contractor's activities. The Contractor shall remove Contractor's tools, equipment, machinery, and surplus materials from the premises and shall leave the Transfer Station and premises clean. The Contractor shall restore to original condition (ordinary wear and tear excepted) any portions of the Transfer Station or Site that were altered or changed by the Contractor without the County's approval, unless otherwise directed by the County.

#### 9.6 Termination Due To Increased Costs

At anytime after the initial Term of this Agreement, the Board may terminate this Agreement if the Board determines that one or more events beyond the parties' control, while not reaching the level of a Force Majeure event, have escalated prices and costs to such a level that the Board reasonably determines its payments to the Contractor under this Agreement to be excessive or exorbitant. Under such circumstances, the Board shall first attempt to renegotiate this Agreement with Contractor and thereafter give Notice of early termination at least one (1) year before the termination of the Contractor's services.

Upon termination of this Agreement pursuant to this Section 9.6, the County shall:
(a) assume all of the obligations under this Agreement, the Permits and Applicable Law relating to the operation and maintenance of the Transfer Station; (b) pay the Contractor for the services provided by the Contractor prior to the termination; (c) purchase the trailers at fair market value if requested by Contractor; and (d) pay the Contractor for those damages, that are directly incurred by the Contractor as a result of the County's decision to terminate this Agreement before the end of the Term, including Consequential Damages.

#### ARTICLE 10. DAMAGES, INDEMNIFICATION, AND DEDUCTIONS

#### 10.1 <u>Liability, Indemnification, and Contribution</u>

The provisions of this Article 10 shall survive the termination of this Agreement.

#### 10.1.1 <u>Liability</u>

The Contractor shall be liable for those injuries or conditions that are caused by or result from the Contractor's failure to transport or dispose of Acceptable Waste in accordance with the terms of this Agreement. The Contractor shall not be liable for those injuries or conditions that are caused by or result from the County's negligent, reckless, or intentional acts or omissions at the Transfer Station or Site. To the extent that the County and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 10.1.3, below.

#### 10.1.2 Indemnification

The Contractor shall protect, defend, hold harmless and indemnify the County (including its elected officials, agents, representatives and employees) from and against any and all claims, damages, demands, liabilities, losses, delays, fines, penalties, settlements, injuries and expenses of any kind or nature, including court costs and reasonable attorney's fees (including costs and fees for appeals, mediations, arbitrations, and administrative proceedings) (collectively "claims"), which in any way arise out of, result from or relate to the Contractor's failure to haul or dispose of Acceptable Waste in accordance with the terms of this Agreement, provided that any such claim is (a) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible personal property or natural resources, including the loss of use resulting therefrom, or Pollution, or actual or alleged violations of Applicable Laws, and (b) is caused by an act, omission, or negligence of the Contractor, any Subcontractor, anyone employed by any of them, or anyone for whose acts any of them may be liable. The Contractor's obligations shall not be limited by, or in any way to, any insurance coverage, including but not limited to benefits payable under any Workers' Compensation acts, disability benefit acts, or other employee benefit acts, or by any provision in or exclusion or omission from any policy of insurance. The Contractor shall investigate, handle, respond to, provide a defense for and defend against any such claim at the Contractor's sole cost and expense, and shall bear any and all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. The Contractor acknowledges that the first Five Thousand Dollars (\$5,000.00) paid to the Contractor pursuant to this Agreement is in express consideration for the indemnification granted to the County in this paragraph.

If the County is entitled to be indemnified and defended by the Contractor in the manner described above and the Contractor fails to promptly assume and pay for the defense of any such claim, then the County may contest or settle any such claim after notice to Contractor and an additional opportunity to defend and the Contractor shall pay any and all sums expended by the County in contesting or settling such claim (including

costs, expenses, and attorney's fees). Any attorney or law firm hired by the Contractor to defend or represent the County with regard to any claim must first be approved in writing by the County and not have a conflict with its representation of the County. If the County and the Contractor are defendants with regard to any claim and it is determined by the County that there are or may be legal defenses available to the County which are different from or in addition to those defenses available to the Contractor, or if it is determined by the County that the County has or may have a claim against the Contractor, then the County shall have the right to select separate counsel to represent the County and to assert the County's legal defenses and claims against the Contractor. In such cases, the Contractor shall promptly pay all costs and expenses for the County's defense or claim, when and as such costs and expenses become due and payable.

#### 10.1.3 Contribution

In the event of joint negligence on the part of the County and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

# 10.2 <u>Parent Corporation Guarantee</u>

If the Contractor fails or refuses to satisfy the requirements of Section 10.1.2 with regard to any claims based on or arising out of Pollution at the Disposal Facility, then the Contractor's parent corporation shall satisfy the Contractor's obligations under Section 10.1.2, in accordance with the guarantee that is attached hereto as Exhibit "D."

#### 10.3 Damages

Except where otherwise specifically provided, the measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor, including any and all Consequential Damages. Said damages shall include, but shall not be limited to, the following damages:

#### 10.3.1 Damages in the Event of Termination

If the County terminates this Agreement because of an Event of Default by the Contractor, the Contractor shall be liable to the County for all actual damages incurred by the County as a result of Contractor's Default. The foregoing shall apply without regard to the County's rights pursuant to the Performance and Payment Bond but in no event shall the County recover more than its actual damages.

# 10.3.2 <u>Damages Due to Failure to Remove</u> and Dispose of Acceptable Waste

If, after Notice to Contractor and failure to cure pursuant to Section 9.2 of this Agreement, the Contractor fails or refuses to remove Acceptable Waste from the County's Transfer Station and dispose of the Acceptable Waste in accordance with this Agreement, the County shall have the right to take such actions as were required to be taken by the Contractor (including but not limited to contracting with third parties) and the Contractor shall pay the County all costs and expenses reasonably incurred by the County. The foregoing shall apply regardless of whether the County terminates this Agreement and shall be in addition to any other damages for which the Contractor may be liable pursuant to other sections of this Agreement.

# 10.3.3 The County's Damages Due to Contractor's Failure to Comply with Environmental Or Other Applicable Laws

If the Contractor or Subcontractor fails to comply with any applicable environmental regulations or other Applicable Laws, the Contractor shall pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial orders or by any governmental agency responsible for the enforcement of environmental or other Applicable Laws; and
- (b) The actual costs incurred by the County as a result of the failure to comply with the environmental or other Applicable Laws, including any costs incurred in investigating and remedying the conditions which led to the failure to comply with the Applicable Laws.

#### 10.4 <u>Deductions</u>

The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the County due to those failures or circumstances described in this Section 10.4 and for which the Contractor would otherwise be liable. Accordingly, deductions from the Service Fee may be assessed against the Contractor for the following failures to comply with this Agreement:

#### (a) The Contractor shall:

- (i) promptly move empty transport trailers into the Transfer Station when requested by the County;
- (ii) promptly move filled trailers out of the Transfer Station when requested;
- (iii) securely and completely cover each transport trailer promptly after the trailer is filled with

#### Acceptable Waste; and

(iv) remove all transport trailers from the Site within 24 hours after the trailers are filled with Acceptable Waste (except for trailers filled on a Saturday or the day before a holiday, which shall be removed from the Site within 48 hours and excepting circumstances caused by the County).

If the Contractor fails to comply with any one of these requirements, the Director shall give Notice to the Contractor of the foregoing failure, and the County shall assess a deduction in the amount of Two Hundred Fifty Dollars (\$250) per occurrence against the Contractor;

- (b) If, due to Contractor's misconduct or negligence, the quality of surface water discharged from the Transfer Station falls below the standards established by the Permits or Applicable Laws, the Director shall give Notice to the Contractor of the foregoing failure. If the Contractor fails to commence actions to remedy the conditions which produced the substandard surface water quality within two (2) Operating Days of Notice from the Director, deductions in the amount of Four Hundred Dollars (\$400) per day shall be assessed against the Contractor until such time as the Director determines that the Contractor has commenced actions to remedy the conditions which produced the substandard surface water quality;
- (c) If the Contractor fails to keep and utilize the levels of labor and equipment required by this Agreement, the Director shall give Notice of the foregoing failure to Contractor. If Contractor fails to remedy the foregoing failure within one (1) Operating Day of Notice from the Director, deductions in the amount of Four Hundred (\$400) per day shall be assessed against Contractor until such time as the Director determines that Contractor has remedied the foregoing failure;
- (d) If the Contractor's activities at the Transfer Station result in Objectionable Odors beyond the boundary of the Site, the Director shall give Notice to the Contractor. If the Contractor fails to remedy the odor problem within two (2) Operating Days of Notice from the Director, deductions in the amount of Four Hundred Dollars (\$400) per day shall be assessed against the Contractor until such time as the Director determines that the Contractor has remedied the foregoing problem.

If the Contractor fails to comply with any one of the requirements identified in subparagraphs (a) - (d), above, on three or more occasions in one Operating Year, the amount of the deduction for that one requirement shall be doubled.

If the Contractor objects to the County's claim of deductions, the Contractor may request non-binding arbitration pursuant to Section 12.19.

#### 10.5 Settlement And Release

If this Agreement is terminated, the County shall pay to the Contractor any and all sums due, owing, and unpaid to the Contractor by the County for work performed through the date of termination, less any and all sums owed by the Contractor to the County and less any and all deductions or other offsets the County may have. In exchange for this payment and the payment of any damages which may be owed to Contractor by the County, the Contractor shall execute and deliver to the County a general release of the County, its elected officials, employees, representatives, and agents. This payment to the Contractor shall constitute Contractor's full and final compensation under this Agreement and the Contractor shall have no right to receive any further payments. This provision does not limit the rights of either party to receive indemnification in the future.

# ARTICLE 11. STATEMENT OF ASSURANCE

The Contractor, for the Term, assures the County that said Contractor will not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) and other applicable federal and State laws is/are involved. Executive Orders and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor also agrees to comply with the applicable provisions of the Civil Rights Act of 1866; Civil Rights Act of 1871; Equal Pay Act of 1963; Civil Rights Act of 1964; Civil Rights Restoration Act of 1987; Age Discrimination Act of 1975; Florida Statute Sections 112.041, 112.043, and 413.08; Age Discrimination and Employment Acts of 1967; Rehabilitation Act of 1973; Americans with Disabilities Act of 1990; Federal Civil Rights Act of 1991; Florida Civil Rights Act of 1992; any and all amendments to the foregoing; and all other Applicable Laws.

#### ARTICLE 12. GENERAL CONDITIONS

# 12.1 Proposal Bond

On or before the Effective Date, the Contractor shall deliver a Proposal Bond to the County. The Proposal Bond shall be in an amount not less than \$75,000. On or before the first anniversary of the Effective Date, the Contractor shall increase the amount of the Proposal Bond to \$150,000. The Proposal Bond shall remain in full force and effect until the Contractor delivers the required Certificates of Insurance and the Performance and

Payment Bond to the County and receives the County's confirmation that the Certificates of Insurance and Performance and Payment Bond are in compliance with the requirements of this Agreement.

The Proposal Bond shall be in a form that is acceptable to the County. The surety or sureties shall be a company or companies acceptable to the County.

The Proposal Bond, as well as the Performance and Payment Bond, shall be delivered to the County at the following address:

Public Works Director Leon County 301 S. Monroe Street Tallahassee, Florida 32301

# 12.2 <u>Forfeiture of Proposal Bond</u>

The County may declare this Agreement and the Proposal Bond to be forfeited if:

- (a) the Contractor fails to increase the amount of the Proposal Bond to \$150,000 within one year after the Effective Date;
- (b) the Contractor fails to deliver the required Certificates of Insurance at least 30 days before the Commencement Date; or
- (c) the Contractor fails to deliver the Performance and Payment Bond at least 30 days before the Commencement Date, or fails to record said bond in the public records of the County before the Commencement Date.

The forfeiture of the Proposal Bond shall constitute liquidated damages to the County, not a penalty.

#### 12.3 Performance and Payment Bond

The Contractor shall execute the Performance and Payment Bond included herein as security for the faithful performance and payment of all its obligations under this Agreement. The Performance and Payment Bond shall be in the form and amounts specified in Exhibit "C" and shall be approved by the County. The surety or sureties shall be a company or companies acceptable to the County. The Performance and Payment Bond shall remain in full force and effect until all liabilities and obligations covered thereby have been performed, discharged, or are otherwise barred by applicable law. The Performance and Payment Bond shall be in an amount not less than 110% of the total amount of the Service Fees that are expected to be paid to the Contractor during the first year after the Commencement Date. If the value of the work required by this Agreement is increased, the Performance and Payment Bond must be amended accordingly and the Surety notified of same by the Contractor.

# 12.4 <u>Insurance Coverages Required of the Contractor</u>

#### 12.4.1 General Information

The Contractor shall purchase at its cost and maintain the following insurance coverages with insurance companies acceptable to the County for limits of liability of not less than as required herein. The Board of County Commissioners is to be an additional named insured under the Commercial General Liability, Automobile Liability, Umbrella Liability, and Environmental Impairment Liability policies with the Severability of Interest Provision applicable to each policy. Within 30 days after the Contractor receives the County's written request, other local governments using the Transfer Station shall be added as named insureds. All liability insurance shall be on the "occurrence form." Each policy shall also provide that the Contractor's coverage is primary to any insurance or selfinsurance program of the County and that the County shall not be directly responsible for the payment of any insurance premium due the insurance companies. The insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance supplied by the Contractor as shown herein. Policies of insurance shall be with carriers admitted to do business in the State of Florida. Carriers shall be "A" rated and have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. Certificates of Insurance shall show the certificate holder as: The Board of County Commissioners of Leon County, 301 South Monroe Street, Tallahassee, Florida 32301. The Certificate of Insurance shall reflect forty-five (45) days' Notice of any cancellation or reduction in insurance coverage. No County property shall be occupied or work started under this Agreement until the properly executed Certificates of Insurance have been received and approved by the County. On renewal at the end of each policy term, properly executed Certificates of Insurance must be delivered to the County at least forty-five (45) days before expiration of the insurance policies for the County's review and approval so that there will be no interruption in the Contractor's work under this Agreement due to the lack of proof of insurance. Certificates of Insurance, along with any subsequent Notices of change or cancellation, shall be provided to the County as specified at the following address:

> Public Works Director Leon County 301 S. Monroe Street Tallahassee, Florida 32301

To the extent not otherwise stated herein, and in addition to any other requirements set forth herein, the Contractor will perform its responsibilities under this Agreement in accordance with the applicable provisions of the following laws and regulations:

- (a) Chapter 440, Florida Statutes, Workers' Compensation, as amended;
- (b) Florida Administrative Code Rule 38F and 38I, as amended, relating to Workers' Compensation;
  - (c) 29 CFR 1910 and 29 CFR 1926, Occupational Safety and Health

Act, General Industry Standards and Construction Industry Standards, respectively; and

(d) The Florida Toxic Substances Act.

# 12.4.2 <u>Workers' Compensation and</u> Employer's Liability Insurance

Workers' Compensation and Employer's Liability Insurance shall be maintained by the Contractor in compliance with the laws of the State of Florida. The Employer's Liability limit shall not be less that Five Hundred Thousand Dollars (\$500,000) for each person-accident, \$500,000 each person-disease. If a Self-Insurance Workers' Compensation Program is used, it must be approved by the Insurance Commissioner of the State of Florida in accordance with the laws of the State of Florida.

# 12.4.3 <u>Commercial General Liability Insurance</u>

Commercial General Liability insurance shall be maintained by the Contractor with minimum combined single limits of One Million Dollars (\$1,000,000) including coverage parts of bodily injury, personal injury, broad form property damage, blanket contractual liability, independent contractors, and products and completed operations. The exclusion for explosion, underground damage and collapse shall be removed.

#### 12.4.4 <u>Automobile Liability Insurance</u>

Automobile Liability insurance shall be maintained by the Contractor with minimum combined single limits of One Million Dollars (\$1,000,000) for all owned, hired, and non-owned vehicles.

#### 12.4.5 Umbrella Liability Insurance

Umbrella Liability "Form Following" Insurance shall be maintained by the Contractor with a limit of not less than Five Million Dollars (\$5,000,000). Coverage shall be form following and drop down to underlying coverages where limits are eroded. Umbrella coverage shall mirror and be no more restrictive than the underlying coverage.

The Contractor may belong to a self-insured fund or group or be individually self-insured in a plan approved under the laws of the State of Florida. Such self-insured funds or groups shall be satisfactory to the County.

# 12.4.6 Environmental Impairment Liability Insurance

Environmental Impairment Liability Insurance shall be maintained by the Contractor with a limit of not less than Ten Million Dollars (\$10,000,000) for claims based on or arising from Pollution or other conditions at the Disposal Facility, including but not limited to claims based on CERCLA, RCRA, the Permits, Applicable Laws, common law or equity.

# 12.4.7 <u>Noncompliance</u>

Should the Contractor at any time fail to maintain the insurance coverages required in this Agreement, the County, at its discretion, shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance or to be responsible for the coverages purchased or the financial stability of the insurance companies used.

#### 12.4.8 Notice of Claims

The Contractor shall notify the County of all accidents, incidents, events or injuries which the Contractor reasonably believes may result in a claim of \$50,000 or more, arising out of the Contractor's performance of this Agreement, including but not limited to claims relating to workplace injuries. The Contractor shall notify the County of any claim established and accepted as a liability under its commercial insurance or self insurance which is paid in an amount equal to or greater than \$50,000.00. The Contractor shall notify the County of any death arising out of the Contractor's performance under this Agreement. The Contractor shall notify the County of any and all events, accidents, injuries, incidents, suits or claims which name or otherwise may involve or create a liability for the County, including but not limited to events involving Pollution at the Transfer Station, Site or Disposal Facility. The Contractor's obligations hereunder do not include claims based upon any rights which exist or may exist under the laws pertaining to employment rights such as, but not limited to the 1964 Civil Rights Act, as amended, the National Labor Relations Act, the Florida Human Rights Act, the Americans With Disabilities Act or the Family Medical Leave Act. The Contractor's obligations hereunder are subject to any confidentiality agreement relating to any claim. All Notices required under this Section 12.4.8 shall be provided promptly.

#### 12.5 Assignment

This Agreement may not be assigned by either the County or the Contractor without the written consent of the other, which shall not be unreasonably withheld, and subject to such consent, shall be binding upon, and inure to the benefit of, the assignor's successors and assigns. This Agreement also shall not be transferred to or assumed by another entity (by sale, merger or other process), without the County's prior written consent, which shall not be unreasonably withheld.

# 12.6 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Leon County, Florida.

# 12.7 Representatives of the Parties

The authorized representative of the County for purposes of this Agreement shall be the Director or a person designated by the Director. The authorized representative of the Contractor for purposes of this Agreement shall be Mr. Richard W. Payne, Manager, Waste Management of Leon County, Inc. Either party may change its representative upon five (5) days' prior Notice to the other party.

#### 12.8 Notices

All Notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

# If to the County:

Director Leon County Public Works Department 301 South Monroe Street Tallahassee, Florida 32301

# With a copy to:

Mr. Herb Thiele Leon County Attorney 301 South Monroe Street Tallahassee, Florida 32301

# If to the Contractor:

Manager
Waste Management of Leon County, Inc.
3001 Commonwealth Boulevard
Tallahassee, Florida 32303

#### With a copy to:

Ron Kaplan General Counsel Waste Management Inc. of Florida 2700 NW 48th Street Pompano Beach, Florida 33073

Copies also shall be provided by hand-delivery or regular U.S. Mail to the On-site representative of the County and Contractor.

Changes in the respective addresses to which such Notices may be directed may be made from time to time by either party by Notice to the other party.

#### 12.9 <u>Waiver</u>

Unless otherwise specifically provided by this Agreement, no delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the County or Contractor thereafter to enforce same; nor shall waiver by the County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

# 12.10 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida, or qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to perform this Agreement.

# 12.11 Representations of the County

The County represents that (a) this Agreement has been duly authorized, executed, and delivered by the Board of County Commissioners in accordance with law, and (b) the County has the required power and authority to enter into this Agreement.

#### 12.12 Headings

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

#### 12.13 <u>Counterparts</u>

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

# 12.14 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect, and this Agreement shall be construed as if such illegal, void or unenforceable provision had never been contained herein.

# 12.15 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

# 12.16 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

Contractor expressly acknowledges that the County is or may become a party to various agreements which affect or may affect the Transfer Station, including but not limited to interlocal agreements. Contractor understands and agrees that it is not an intended or third-party beneficiary under any of these agreements, and hereby waives any right to claim any interest therein.

#### 12.17 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

# 12.18 <u>Independent Contractor</u>

When performing the activities required by this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the County. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Agreement. Neither the Contractor nor any of its employees, officers, agents or Subcontractors shall represent, act, proport to act, or be deemed to be the agent, representative, employee, or servant of the County. The Contractor shall have no authority to bind the County to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

# 12.19 Resolution of Disputes

The parties agree to reasonably cooperate with each other so as to allow each other to comply with their respective obligations hereunder. Prior to the filing of any action at law or in equity, the parties agree to submit any dispute to a non-binding arbitration process whereby each side appoints one of three arbitrators and the two appointees then select the third "neutral" arbitrator. The arbitration process shall be governed by the rules of the American Arbitration Association. Neither Contractor nor the County shall be bound by the decision reached pursuant to this process, and Contractor and County acknowledge that this mandatory arbitration process is designed to facilitate the resolution

of such disputes through the process of an advisory decision by the arbitration panel. Each party shall bear its own expenses in connection with the resolution of disputes by arbitration. Notwithstanding the foregoing, if either party terminates this Agreement for cause pursuant to Section 9.2, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause (and may include other claims and disputes unrelated to the termination) and shall not be required to submit such claims or disputes to the arbitration process set forth in this Section.

#### 12.20 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

# 12.21 <u>Organization Employment Disclaimer</u>

The Contractor hereby agrees that no person supplied by it in the performance of the Agreement shall be an employee of the County and further agrees that no rights of the County's rules accrue to any such person. The Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other benefits and taxes and premiums appurtenant thereto of its employees in the performance of this Agreement.

#### 12.22 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than 5% of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than 5% from the profits or emoluments of this Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this contract. Further, the Contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.017, Florida Statutes, for a public entity crime.

#### 12.23 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the County waives its common law sovereign immunity under 768.28, Florida Statutes.

#### 12.24 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

#### 12.25 Order of Precedence

In the event of any conflict between the provisions of this Agreement and those of the exhibits attached hereto, the provisions of this Agreement shall govern.

# 12.26 Construction of Agreement

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

# 12.27 <u>Terms Generally</u>

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation." The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations.

# 12.28 Exhibits

All exhibits attached hereto are specifically incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates noted below.

# LEON COUNTY, FLORIDA

By: Cliff Thatl

Board of County Commissioners

ATTEST:

By: Bill Bogan, Jr., Finance Director
Deputy Clark of Courts

Denine P. Williams

(SEAL)

APPROVED AS TO FORM:

Herbert Intere

Leon County Attorney's

By All In

Witnesses

Printed Name: John J. Jennings

Witnesses

Sanct Vickenson Kingenkiris

# STATE OF FLORIDA COUNTY OF SEMINALE

The foregoing instrume	ent was acknown	owledged b	efore me tl	his	
4 day of 04, 1998,	, by John	J. Jenn	1095		as
Regiona	of Waste	Manar	ment I	$\cap C$ , a	Florida
corporation, on behalf of the c	corporation.	He/She is	personally	known to	me or has
produced	as	identification	on.		

Notary Public - State of Florida

Print name: Stephanie A Lyons Commission number: 66 596813 Commission expiration date: 12 02 00



# EXHIBIT "A" SITE DESCRIPTION

#### **EXHIBIT "B"**

# OPERATING MANUAL FOR LEON COUNTY TRANSFER STATION

This Operating Manual supplements the Agreement for Solid Waste Management					
Services ("Agreement") between Leon County ("County") and					
(the "Contractor"). The definitions and requirements contained in the Agreement are					
incorporated herein by reference.					

# Performance Standards

The following paragraphs describe some of the requirements and minimum performance standards that shall be met by both the County and the Contractor when operating the Transfer Station pursuant to the Agreement.

- The County and Contractor shall comply with all of the Permits and Applicable Laws concerning the operation of the County's Transfer Station.
- 2. The Contractor and the County shall coordinate their respective activities at the Transfer Station, and shall cooperate with each other, to ensure that the Transfer Station is operated efficiently and in compliance with the Agreement.
- 3. Both the Contractor's and the County's employees shall be polite and courteous to customers of the Transfer Station.
- 4. The Contractor and County shall promptly inform each other about any problems, situations, or issues that may adversely affect the operation of the Transfer Station.
- 5. The Contractor and County shall coordinate their activities at the Transfer Station to ensure that all vehicles are provided safe, efficient, and timely access to the

Transfer Station.

- 6. The Contractor shall use its best efforts to ensure that the Contractor's trucks using the Transfer Station do not deposit Solid Waste or cause Pollution or litter in the areas adjacent to the Transfer Station. The Contractor shall inform the truck drivers that they shall not allow Solid Waste, Leachate, or litter to be deposited on the ground outside of the Transfer Station. The County will clean litter from loading tunnels as necessary to allow safe and efficient ingress and egress of transfer trailers for loading.
- 7. The Contractor shall promptly remove any litter or Solid Waste deposited outside of the Transfer Station as a result of the activities by the Contractor or Subcontractor.
- 8. The Contractor shall not haul the transfer trailers with more Acceptable Waste than is allowed under Applicable Laws, including County and state highway regulations. The County will not load Unacceptable Waste into the Contractor's transfer trailers.
- 9. The Contractor shall provide for the safe and efficient movement and storage of empty transfer trailers that are On-site.
- 10. The Contractor shall ensure that all transfer trailers containing Solid Waste are completely and securely covered whenever the transfer trailers are not located inside the Transfer Station.
- 11. The County and Contractor shall follow all appropriate emergency procedures for the handling of Prohibited Waste and Hazardous Waste. The specific procedures shall be described in the County's and Contractor's Emergency Plan, which shall be attached hereto.
  - 12. The County and Contractor shall continuously comply with all safety

standards applicable to their respective activities, including those requirements concerning equipment operation, equipment inspections, maintenance, trailer weights, and speed limits, as well as the provisions of Chapter 316, Florida Statutes, and Title 49 of the Code of Federal Regulations.

# Safety Plan

13. The Contractor's and County's Safety Plans shall be attached hereto and incorporated herein by reference.

# Emergency Plan

14. The Contractor's and County's Emergency Plan shall be attached hereto and incorporated herein by reference.

# EXHIBIT "C"

<b>BOND</b>	NO.		

# PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT, BY THIS BOND,
(the "Contractor" ) and
(the "Surety"), a surety insurer chartered and existing
under the laws of the State of Florida and authorized to do business in the State of Florida,
are held and firmly bound unto the Board of County Commissioners of Leon County,
Florida (the "County") in the sum of Dollars
(\$) lawful money of the United States of America for the payment whereo
the Contractor and Surety bind themselves, their heirs, executors, administrators, personal
representatives, successors, and assigns, jointly and severally.
WHEREAS, the Contractor and the County have entered into an Agreement for Solid
Waste Management Services dated, 1998 (the "Agreement"), which
Agreement (and its defined terms) is incorporated by reference herein in its entirety;
NOW THEREFORE, THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:
1. If the Contractor shall fully and completely perform each and all of the
Contractor's duties under the terms, provisions and requirements of the Agreement;

If the Contractor pays the County for all losses, damages, delays, expenses,

costs and attorneys fees, of all kinds, that the County sustains as a result of any default by

2.

the Contractor under the Agreement;

- 3. If the Contractor performs and guarantees all of the work and materials furnished under the Agreement for the time specified in the Agreement;
- 4. If the Contractor promptly makes payments to all claimants as defined by Section 255.05(1), Florida Statutes, for all labor, materials, and supplies used directly or indirectly by the Contractor in the performance of the Contractor's duties under the Agreement;
  - (a) A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that the claimant intends to look to the bond for protection;
  - (b) A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment;
  - (c) No action for the labor, materials or supplies may be instituted against

    Contractor or the Surety unless the notices stated under the preceding

    conditions 4(a) and 4(b) have been given;
  - (d) Any action under this Bond must be instituted in accordance with the Notice and Time Limitations in one (1) year in accordance with Section 95.11(3)(c), Florida Statutes.

5. If the Contractor, the Surety, or both shall indemnify and hold harmless the County from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of every description which the County may incur, sustain or suffer by reason of failure or default on the part of the Contractor in the performance of any or all of the terms, provisions, or requirements of the Agreement, and all damages resulting from appellate proceedings;

THEN THIS BOND shall be null and void; otherwise this bond shall remain in full force and effect.

The foregoing, however, is subject to the following restrictions:

- (a) Notwithstanding any contrary provision of the Agreement, the obligations of the Contractor and Surety under this bond shall not be assigned without the written consent of the County, which consent shall not be withheld unreasonably;
- (b) The Surety hereby waives notice of any alteration to the terms of the Agreement;
- (c) Subject to the foregoing, any changes in or under the Agreement and compliance or non-compliance with any formalities connected with the Agreement or the giving by the County of any extension of time for the performance of said Agreement, or any other forbearance on the part of either County or Contractor to the other, shall not in any way release the Contractor or the Surety, or either or any of them, their heirs, their personal representatives, successors, or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
- (d) Any lawsuit or other legal action under this bond must be instituted before the expiration of one (1) year from the date of the termination of the Agreement.

- (e) Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, County having performed County's obligations thereunder, the Surety may promptly remedy the default, or shall promptly: (i) complete the work under the Agreement in accordance with its terms and conditions; or (ii) obtain a bid or bids for completing the work under the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Agreement) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages, liquidated damages and damages caused by delay, for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Agreement and any amendments thereto, less the amount paid by the County to the Contractor.
- (f) Notwithstanding any other provision in this Bond, the County may exercise this Bond and collect the funds held hereunder if the County Administrator or his designee delivers either one of the following statements in writing to the Surety:
  - (i) "The Contractor has failed to accept and/or dispose of the County's Acceptable Waste in compliance with the terms of the Agreement and, therefore, the Contractor is in default of the Agreement."
  - (ii) "The Contractor has failed to substantially fulfill a material obligation of the Agreement and, therefore, the Contractor is in default of the Agreement."

IN WITNESS WHEREOF, the Contractor and the Surety have hereunto affixed their corporate seals and caused this bond to be signed by their duly authorized officers or agents, this \_\_\_\_ day of \_\_\_\_\_, 1998. ATTEST: BY: (Authorized Signature) Witness (Principal) Witness (Printed Name) (Title of Person Signing Above) (Business Address) ----OR-----Witness BY: As Attorney in Fact (Printed Name) Witness (Business Address)

STATE OF	
COUNTY	
	eby certify that on this day of
1998, before me personally appeared	
	to be the person(s) described in and who executed the
the uses and purposes therein mention	dges that execution thereof to be a free act and deed for oned.
WITNESS my hand and official	seal the date aforesaid.
Notary Public, State of	
At Large; My Commiss	the state of the s
Print Name:	
Commission Number:	<del></del>
	SURETY:
	(Printed Name)
	(Business Address)
	BY:
	Authorized Signature
Witness	<del>-</del> .
Witness	-

#### EXHIBIT "D"

#### **GUARANTEE**

This Guarantee is made as of this 10th day of November	, 1998 by
Waste Management Inc. of Florida , a Florida	corporation, ("Guarantor"),
having its principal place of business at 2700 NW 48th Street Pompano Beach, Floring	tida 33073 to and for the
benefit of Leon County, a political subdivision of the State of	

WITNESSETH:

WHEREAS, of Leon County, Inc., a Florida corporation (the "Contractor"), has entered into an agreement (the "Agreement") dated

\_\_\_\_\_\_, 1998, with the County; and

WHEREAS, Guarantor is willing to guarantee, as set forth below, part of the Contractor's performance under the Agreement; and

WHEREAS, the County would not enter into the Agreement unless the Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the County to enter into this Agreement, Guarantor agrees as follows:

- 1. Guarantor hereby absolutely and unconditionally guarantees the full and prompt performance by the Contractor of all of the Contractor's obligations under Section 10.1.2 of the Agreement, in accordance with and subject to the terms and conditions therein, but solely with regard to claims that involve, are based on, relate to or arise from Pollution at the Disposal Facility.
- 2. This Guarantee shall be governed by the laws of the State of Florida. Guarantor hereby agrees to the service of process in Florida for any claim or controversy arising out of this Guarantee or relating to any breach hereof. Guarantor agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Florida for the resolution of any claim or controversy concerning this Agreement.
- 3. This Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or assigns (including any successor by merger or consolidation or any transferee of all or substantially all of the properties of Guarantor), whether or not such obligations are expressly assumed by such successor, assignee, or transferee. This Guarantee is for the benefit of the County and any permitted successors and assigns under this Agreement.
- 4. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder. Separate actions may be brought hereunder by the County as each cause of action arises.

- 5. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing between the parties, but solely by a written instrument duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.
- 6. Guarantor shall not assign its obligation hereunder, except to a successor by merger or consolidation or to a transferee of all or substantially all of the assets of the Guarantor. Notice of any such assignment shall be given in writing to the County promptly, but in no event more than ninety (90) days after the effective date of any such merger, consolidation or transfer.
- 7. This Guarantee may be enforced immediately by the County upon Contractor's default and failure to cure any such default, pursuant to the provisions of Section 9.2 of the Agreement. This Guarantee shall not be subject to any claim of Guarantor against any other person.
- 8. This Guarantee may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The invalidity or unenforceability of one or more provisions of this Guarantee shall not affect the validity or enforceability of the remaining portions of this Guarantee. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County, and may be enforced against Guarantor by the County.
  - 9. The Agreement is adopted herein by reference.
- 10. Notices provided pursuant to this Guarantee for default shall be in writing and shall be served personally or sent by certified mail, return receipt requested, to:

County:

Director/County Engineer Leon County Public Works Department 301 South Monroe Street Tallahassee, Florida 32301

With a Copy to:

Leon County Attorney 301 South Monroe Street Tallahassee, Florida 32301

Clerk of the Circuit Court 301 South Monroe Street Tallahassee, Florida 32301 Attn: Finance and Accounting Guarantor:

Waste Management Inc. of Florida

2700 N.W. 48th Street

Pompano Beach, Florida 33073

Att: Glenn R. Holcomb, Vice President

MHofemb Vice Prevdent

or to such other address as shall be designated by such party in a written notice to the other party hereto. Any notice given pursuant to this Section if transmitted by certified mail shall be effective immediately upon receipt, and if delivered by hand upon delivery.

IN WITNESS WHEREOF, Guarantor has executed this instrument the day and year

**GUARANTOR** 

RY.

ITS:

rusan Bonkesky

/LEONAGM7

Attachment #3, Page 71 of 71

From:

Jud Curtis

To:

Headley, Mary 5/14/03 4:13PM

Date: Subject:

Re: Contract No. 1364

I'm not sure about the contract no. you reference, but the agreement for Solid Waste Management services was signed in late 1998 which was the contract date and the start of the initial 10-year term. In Section 7.5.3 the commencement date was to be on or before Dec 31, 2000 and if the commencement date was after that date the service fee would be adjusted in accordance with the formula in Section 7.5.1. Hope this helps.

>>> Mary Headley 05/14/03 09:07AM >>> Jud/Patrick:

Will there be a new contract or an addendum to this agreement? Contract No. 1364 covers the "agreement" for services. Or should I change the contract "begin" period from 11/19/98 to 4/24/03.

Please advise.

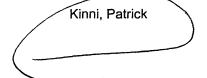
Thanks.

Mary Headley

>>> Jud Curtis 05/13/03 01:01PM >>>

For the Waste Management contract for hauling and disposal originally signed in 1998, the commencement date should be April 24,2003.

CC:



		LEON COUNTY CONTRACT ROUTING SLIP	Attachment #4, Page 1 of 5 Origin GGED OUT
County Contract N	10.1364A		Renewal X_Amendment (#_2)
Division Contact:	Patrick T.	Kinni, Esq. Deputy County Attorney	Phone #: 606-2500
Department/Divisi	on:	County Attorney's Office	
Contractor:	Waste Man	agement of Leon County, Inc.	
Address:	382 Galleri	a Parkway, Suite 107, Madison, MS 39	9110
Contract Period	d: From	То	

Contra	act Period: Fr	om		To_		
Salar of South of All and South	Periods: Num			Term5 Year		
Contract Conse Conste Contir Deed Interior Grant Lease Other Perfor X Profes Purch Other	Type: ervation Easement of the control of the contr	t ment es	Procure Bid RFF Sole Gov Oth Insurar Pro Wor Auto	ement Method:  *  *  *  *  *  *  *  *  *  *  *  *  *	County Adminis	s Statement 2 D2C 2 and D1V S10N S10N Strator y Commissioners
						CAS P F
Routing: Required	<u>Initials</u>	Date				1:54 ISION R COURT
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		-		Group Director		12
	110	12/1	3/17	Purchasing County Attorney's	Office	330
_^_	TV-	'	410		nt County Administrate	or ω
		-	_	County Administra		
x	SA	12/13	1/12	Chairman, BCC		
_x	H	12/1	1/12	Clerk's Office (Final	ance)	H w

Return completed documents to: Leon County Attorney's Office (3 Originals)

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

# SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES

This Second Amendment to the Agreement dated November 19, 1998, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Waste Management of Leon County, Inc. hereinafter referred to as the "Contractor" is entered into by and between said parties this 19th day of December, 2012.

#### RECITALS

WHEREAS, the County has the responsibility for the safe, and environmentally sound disposal of solid waste within the community; and

WHEREAS, the County entered into a contract with the Contractor to haul and dispose of waste in accordance with the agreement between the parties dated November 19, 1998; and

WHEREAS, the County and the Contractor entered into an Amendment to the Agreement for Solid Waste management Services dated March 25, 2003; and

WHEREAS, the parties have determined it to be in the best interests of both entities to amend the Agreement for Solid Waste Management Services dated November 19, 1998 to renew the Agreement for a term of five (5) years in accord with Article 8 thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and Contractor do hereby agree as follows:

<u>Section 1</u>. Subsections 7.2 and 7.5 of Article 7 of the Agreement for Solid Waste Management Services dated November 19, 1998, are hereby deleted and replaced in their entirety to read as follows:

#### ARTICLE 7. GENERAL PAYMENT PROVISIONS

#### 7.2 Method of Calculating Service Fee

The Contractor shall be paid the Service Fee for each Ton of Acceptable

Waste that the Contractor takes from the Transfer Station and disposes at the Disposal Facility. This fee shall be based on the actual tonnage recorded at the County's scale house. The Department will use the Transaction Summary Report produced by the County's automated data collection system to support the Department's calculation of the payment to be made to the Contractor.

The Service Fee shall be \$24.04 per Ton of Acceptable Waste.

#### 7.5 Adjustments to Fees

Commencing May 1, 2015, the fees described in this Agreement may be adjusted in the manner provided below.

Section 2. All other provisions, sections, or requirements in the Agreement dated November 19, 1998, not otherwise in conflict with the provisions herein, shall remain in full force and effect.

<u>Section 3.</u> This Second Amendment to Agreement for Solid Waste Management Services shall be effective commencing May 1, 2013.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Second Amendment to Agreement as of the date first written above.

BY

Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Court

Leon County, Plorida

APPROVED AS TO FORM:

Leon County Attorney's Office

Herbert W. A. Thiele, Esq.

County Attorney

WASTE MANGEMENT OF LEON COUNTY, INC.

Area Vice President, Oulf Coast Area

	Waste Management of Leon County, Inc. 382 Galleria Parkway, Suite 107 Madison, MS 39210
STATE OF Mississippi  COUNTY OF Hinds  The foregoing instrument was acknowled to the county of the c	ledged before me on this day of d Myhan, Area Vice President, Gulf Coast Area for
WASTE MANAGEMENT OF LEON COUN has produced	TTY, INC., who is personally known to me or who as identification.
ID No 100636 NOTARY PUBLIC Comm Expires November 8, 2015	Notary Public  Notary Public  Shannon  Printed Name  My Commission Expires: 11/8/15

BY:

David Myhan

# **BOARD OF COUNTY COMMISSIONERS**

# INTER-OFFICE MEMORANDUM

TO:

Dionte Gavin,

Finance Department, Clerk of the Circuit Court

FROM:

Patrick T. Kinni, Esq.

Deputy County Attorney

DATE:

January 4, 2013

SUBJECT:

Second Amendment to Agreement for Solid Waste Management Services

Attached hereto for inclusion in the County's contract database please find the Second Amendment to Agreement for Solid Waste Services dated December 19, 2013, by and between Leon County, Florida and Waste Management of Leon County, Inc.

Further, our office has retained a copy of the above-referenced document for our file, please retain this original Agreement for safekeeping along with other original County documents.

Please contact me with any questions or concerns you may have.

PTK/kam

Attachment





# W.O. Lawton Award Nomination Applications

# **Upper Peninsula Construction and Industrial Trades Regional Skills Alliance Anthony Retaskie, Chair**

MichiganWorks! The Job Force Board, MI

**Period of time Entity has provided leadership:** 4/1/2006 to 12/1/2012

**Capsule Overview:** In December of 2005, Michigan Works! The Job Force Board received funding to establish a Regional Skills Alliance for the construction industry to address workforce and economic challenge. This RSA consists of is an industry led group comprised of trade representatives and construction industry management. The mission of the Upper Peninsula Construction and Industrial Trades Regional Skills Alliance is to recruit the best and brightest into the construction industry by raising awareness among parents, students, job seekers and educators. The group is in its third year and is now completely self-sufficient.

**Leadership:** The impetus to form the Upper Peninsula Construction and Industrial Trades Regional Skills Alliance (UP Construction RSA) was created in 2005 due to an estimated 40% of the industries workforce set to retire by 2010, academic requirements and career awareness not fully in place in education and workforce development systems, and an 8.4% growth rate through 2021 making the industry among the top 10 growth industries. The construction and industrial trades industry contributes nearly \$100 million to the Upper Peninsula economy annually providing an average hourly rate of \$22.74 plus fringe and benefits. As the Executive Director of the Upper Peninsula Construction Council, Member of The Job Force Board, Chair of The Job Force Board's Career Connections Group and Chair of the UP Construction Council (UPCC), Anthony Retaskie is a driving force within our region's workforce investment system and is always looking for innovative ways to raise awareness in students about the construction trades. Through their efforts to create awareness of the highdemand, high-wage career opportunities in the construction and industrial trades industries came the Industrial Trades Career Day, an innovative approach to blend career awareness with hands-on learning for high school students throughout the region. To coordinate the 2013 Industrial Trades Career Day, a planning committee was established by the UP Construction RSA to include the UPCC, Michigan Works!, The Job Force Board, local educators and union representatives. Under the leadership of Anthony Retaskie and Michigan Works! support staff, the group solicited sponsorship funds of over \$10,000 and upwards of \$2,000 in donated materials not to mention the countless volunteer hours and use of equipment provided by the local trades. The UP Construction RSA provided leadership and guidance in the overall execution of the event from conception to evaluations and next-steps. It's important for us to spread the word to students across the Upper Peninsula that there are highpaying jobs right here in the UP. It is our mission to outreach and recruit new and innovative ways of doing so.-Anthony Retaskie, UP Construction RSA Chair.

**Accomplishments:** Over 400 high school juniors and seniors from Delta, Schoolcraft and Sault Saint Marie counties participated in the Industrial Trades Career Day. Students experienced a new type of career fair that provided interaction, simulations and real-life, hands-on activities to gain first-hand knowledge of career opportunities within the trades. The career day focused on the role math plays in the everyday life of a construction worker while on-the-job. Throughout the day, students participated in bricklaying, concrete finishing, welding, carpentry work, electrical wiring, iron working, confined space, climbing poles for utility industry and many more. If we can keep them around here working locally, they are going to do better for us instead of going out to Wisconsin or wherever else and expanding our talent that grew up here in the U.P, said Lucas Bradshaw, Ironworkers Local 8. The inaugural Industrial Trades Career Day took place in October of 2006 at the NewPage Facility in Delta County with and audience of 212 Delta and Schoolcraft County students. The goal is to provide an Industrial Trades Career Day to all regions of the Upper Peninsula.



**Quotes:** "Going outside, driving the excavators, going up high in the power line thing. Doing a lot of things that were out of my comfort zone," ~ Sierra Possi, Gladstone High School.

"I'll be able to learn more about construction management and actually running a business, learning more about construction," ~ Alex Murray, Sault Saint Marie High School.

"It's a lot of fun to be able to do these types of things. You get to go all around, and most of the time you come back and work on things here,"  $\sim$  Kevin Priede, Gladstone High School.

Local News Coverage <a href="http://abc10up.com/u-p-students-attend-industrial-career-day/">http://abc10up.com/u-p-students-attend-industrial-career-day/</a> Local News coverage <a href="http://www.uppermichiganssource.com/news/story.aspx?id=954614#.UvBLrfZQ32B">http://www.uppermichiganssource.com/news/story.aspx?id=954614#.UvBLrfZQ32B</a>

#### **Nominating WIB:**

Michigan Works! The Job Force Board Orrin Bailey, CEO orrin@jobforce.org

Robert Micheau, Director of Communications <a href="mailto:rmicheau@jobforce.org">rmicheau@jobforce.org</a>

#### **Business Entity:**

Upper Peninsula Construction and Industrial Trades Regional Skills Alliance Anthony Retaskie, Chair <a href="https://www.upclmc.com">www.upclmc.com</a>

# Hands-On Experience in Construction and Industrial Trades Careers for Local Youth Held Today at the U.P. State Fairgrounds October 3rd, 2013



The 2013 Industrial Trades Career Day (ITCD) was held today in the Ruth Butler Building located at the U.P. State Fairgrounds. The Industrial Trades Career Day is an exciting, hands-on opportunity for high school students to experience the construction industry and the great careers it offers. Students of all abilities who want the rewards of a high paying job, with results that they can see, were encouraged to attend.



Students participated in demonstrations of bricklaying, concrete finishing, welding, carpentry, iron working, and other trades. Students and counselors learned that the construction industry is a great profession. Whether they are interested in carpentry or calculus, mechanics or mathematics, business or blueprints, there are opportunities for everyone.



The Industrial Trades Career Day is a cooperative effort between partnering organizations such as the Upper Peninsula Construction Council, Delta-Schoolcraft ISD, Upper Peninsula Construction and Skilled Trades Regional Skills Alliance, Michigan Works! The Job Force Board, local trades, and support from area schools. This is an important activity that supports talent development and addresses the needs of our community. For more information contact Tony Retaskie at (906) 786-1573.



#### Website:

http://broadcasteverywhere.com/job-employment/economics-and-jobs/8171/hands-on-experience-in-construction-and-industrial-trades-careers-for-local-youth-held-today-at-the-u-p-state-fairgrounds/

# Industrial trades career fair coming

September 24, 2014 Kurt Hauglie (kh), The Daily Mining Gazette

HANCOCK - Although many school districts are putting a strong emphasis on math and science courses, there is a need for people working in the construction and other industrial trades, which is the purpose of an Industrial Trades Career Day coming in October to the Houghton County Fairgrounds.

Kathy Flagstadt, Michigan Rehabilitation Services vocational counselor and co-chair of the Industrial Trades Career Day steering committee, said the event will take place Oct. 2 at the Houghton County Fairgrounds. There are two sessions from 9:30 a.m. to 11:30 a.m. and noon to 2 p.m.

Flagstadt said the event is the creation of the Upper Peninsula Construction Council.

"They have been doing this for years in other counties," she said.

Organizing locally for the event started almost a year ago, Flagstadt said.

"We've been planning on this since late November," she said.

Flagstadt said all 11th and 12th grade students in all Copper Country Intermediate School District and Gogebic Intermediate School District schools were informed about the trade fair, and about 600 students signed up to attend, which is a good result.

"We are just pumped," she said.

About 25 trades will be represented at the event, Flagstadt said. Also taking part will be members of the Northern Michigan University construction trades and Michigan Technological University construction management programs, Gogebic Community College, and Finlandia University.

Joe Galetto, CCISD career preparation coordinator, said the Industrial Trades Career Day is intended to show students not planning to go onto college there are jobs available that don't require a college degree.

"The idea is to excite them to begin an apprenticeship," he said.

Flagstadt said there is a growing need for industrial and construction trades workers.

"We want more people entering into the trades," she said. "Our nation needs people to build our nation."

Galetto said in the next 10 years, it's estimated by those in the industry there will be a need for another 200,000 skilled workers annually.

In recent years, Galetto said there has been an emphasis by school administrators to concentrate on the science, technology, engineering and math curriculum, with little if any emphasis given to trades instruction.

"For years, the industrial trades have not had their fair share of publicity," he said.

Flagstadt said the Industrial Trades Career Day is for students only and not open to the public.

#### Website ·

http://www.mininggazette.com/page/content.detail/id/537599/Industrial-trades-career-fair-coming.html?nav=5006

## **Industrial Trade Career Day**

April 28, 2010 6:12 pm

America's work force in building-related trades is aging.

There are more skilled people leaving the business than there are young people entering it.

The U.P. Construction Council, Michigan Works!, local labor unions and other agencies get together in Iron Mountain today.

They're showing 400 high school students an up-close look at what working in a construction-related field might be like someday.

It's Industrial Trades Career Day at Mountain View Ice Arena.

Dickinson and Iron County students, and some from northern Wisconsin, got to participate in hands-on demonstrations of trades work.

But some of them missed out on the one that attracted the most attention — welding.

Vincent Webb of Iron Mountain High School didn't get to try his hand at welding but liked what he saw of other kinds of metalwork, like working with rebar that reinforces roads and bridges.

Some girls are interested in the trades, too.

A pair of friends from Norway High School seem to prefer a trade that's a little less intense.

Marisa Hicks thought she liked the bricklaying demonstration, but she found welding a bit scary.

Allison Bellaire came into the career day wanting to lay bricks, and she likes the creativity that can be involved with that.

The trades on display inside and out ranged from electrical line technician training to hazardous materials processing in confined spaces.

Tony Retaskie of the U.P. Construction Council says national trade studies find the trades need 200,000 new skilled employees per year — for the next 10 years at least — to replace retirees.

Hopefully, when more senior tradespeople retire, the younger generation will be ready to follow them and keep the industry going.

Website:

http://abc10up.com/industrial-trade-career-day/

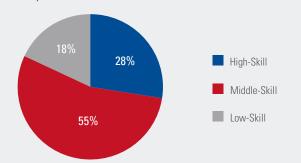
# Florida's Forgotten Middle

Middle-skill jobs, which require education beyond high school but not a four-year degree, make up the largest part of America's and Florida's labor market. Key industries in Florida are unable to find enough sufficiently trained workers to fill these jobs.

# Demand for Middle-Skill Jobs is Strong

Fifty-five percent of all jobs in 2012 were middle-skill.

# Jobs by Skill Level, Florida, 2012

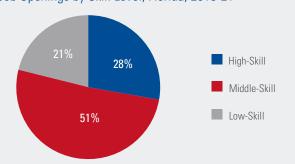


Source: NSC analysis of Bureau of Labor Statistics Occupational Employment Statistics by State, May 2012.

# Demand for Middle-Skill Jobs Will Remain Strong

Between 2013-2021, 51 percent of job openings will be middle-skill.

#### Job Openings by Skill Level, Florida, 2013-21

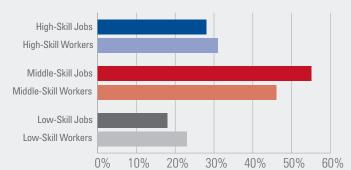


Source: NSC analysis of long-term occupational projections from state labor/ employment agency.

# A Middle-Skill Gap

Middle-skill jobs account for 55 percent of Florida's labor market, but only 46 percent of the state's workers are trained to the middle-skill level.

## Jobs and Workers by Skill Level, Florida, 2012



Source: NSC analysis of Bureau of Labor Statistics Occupational Employment Statistics by State, May 2012 and American Community Survey data, 2012.



# Where the jobs are: The new blue collar

More than 2.5 million good-paying jobs will be created in the next few years.

Will workers know how to get them?

By: MaryJo Webster, USA TODAY

Joseph Poole will make more than \$100,000 in wages and overtime by the end of the year.

The 21-year-old works in what looks like NASA's mission control, monitoring the manufacturing process at Chevron Phillips petrochemical plant in Houston. Poole didn't get the job with the engineering degree he originally considered. Instead, Poole landed it with a two-year course at a local community college.

"The potential to make just as much money as an engineer, but for half the cost of the education, was here," Poole says. "Just seeing firsthand how things are made is something I really enjoy doing."

By 2017, an estimated 2.5 million new, middle-skill jobs like Poole's are expected to be added to the workforce, accounting for nearly 40% of all job growth, according to a USA TODAY analysis of local data from Economic Modeling Specialists Intl. and CareerBuilder.

Not all pay as much as Poole's, but all pay at least \$13 an hour; many pay much more. These jobs require some training but far less school than a bachelor's degree. Technology has given many a makeover, leaving them worlds away from their assembly-line predecessors and challenging the notion that good blue-collar jobs are dead and that the only path to a good career is a four-year degree.

"There's a new middle. It's tougher, and takes more skill," says Anthony Carnevale, director of the Georgetown University Center on Education and the Workforce.

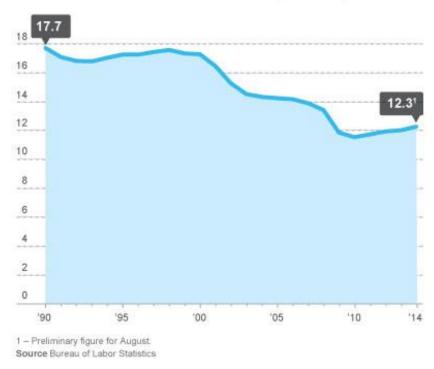
USA TODAY looked at jobs data in 125 of the nation's largest metros, finding that prospects look good.

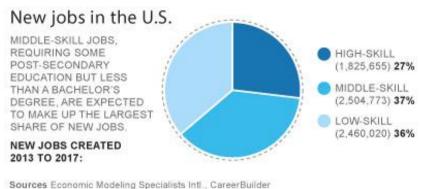
- Houston is expected to add more than 100,000 middle-skill jobs by 2017, with 40% paying \$20 per hour or more. Several other Texas metros Dallas, McAllen, Austin, Killeen and San Antonio are among those expecting the fastest growth in middle-skill jobs.
- Atlanta needs construction workers, lighting experts and others to work in its fast-growing film industry. Skill is required, but not necessarily film experience for the 77,000 film workers (average pay \$84,000) and support personnel in 2012, who turned out movies such as *The Fast and the Furious* and *The Hunger Games* franchises, according to the Motion Picture Association of America.

- In Augusta, Ga., Salt Lake City, Knoxville, Tenn., and Vallejo, Calif., livable-wage, middle-skill jobs will be the primary driver for overall job growth, accounting for nearly half of all new jobs.
- In most metro areas, some of the best-paying middle-skill jobs include radiation therapists, elevator installers and repairers, and dental hygienists, all with a median wage of more than \$70,000.
- In such places as Texas and North Dakota where the gas and oil industries are booming, petroleum workers are needed. But so are the electricians, pipefitters, carpenters and others who build the infrastructure.

# Manufacturers are hiring again

U.S. MANUFACTURING COMPANIES HAVE SHED THOUSANDS OF WORKERS SINCE JOBS PEAKED IN THE LATE '70S, BUT TOTAL EMPLOYMENT HAS PICKED UP AGAIN. TOTAL EMPLOYMENT BY YEAR (IN MILLIONS):





FRANK POMPA, USA TODAY

"This country is facing a shortage of that kind of talent. So the demand is there, big time, " says Peter Cella, CEO of Chevron Phillips Chemical. Chevron and competitor ExxonMobil Chemical are both building giant plants that will triple the output of plastics from Houston. "What we need to work on is the supply."

The loss of blue-collar jobs — accelerated by the recent recession — has resulted in the "hollowing out of the middle," which has left behind either low-paying jobs or higher-paying jobs that require significant skills say some economists. But some economists say the middle is not gone; rather, it's growing.

"We have not become a barbell economy," says Paul Osterman, an economist and professor at the MIT Sloan School. "There will be tremendous demand for these jobs when the Baby Boom generation retires."

Currently, Boomers make up about 20% of the workforce.

Although manufacturing jobs have declined 35% since 1980, according to the U.S. Bureau of Labor Statistics, there's actually been a resurgence in recent years as American companies have found that moving jobs offshore was not a good approach for production that requires highly skilled labor.

"There's a lot of re-shoring," says Andrew Crapuchettes, CEO of Economic Modeling Specialists Intl. "They're coming back, but they are coming back different. More technician jobs, which pay more. There may be fewer jobs, but they are better jobs."

But that means more training, given that nearly 80% of the new blue-collar jobs require some, typically less than a year, according to <u>Carnevale's research</u>. Some companies can provide it, but many require prospective workers to find their own classes.

Even in red-hot Houston, you'll need training.

"If you have no skills, you're not necessarily going to pop down here and find a job," says Cally Graves, senior industry liaison for the Gulf Coast Workforce Board in Houston. "You need to get some training or education ... otherwise, you'll end up in the same old situation you were in back home."

At E.J. Ajax, a precision manufacturing company near Minneapolis, training eats up 5% of the company's payroll, just to ensure a pipeline of workers is available to move up as employees retire.

"The global competition doesn't keep me up at night," says Erick Ajax, co-owner and grandson of the founder. "I know we can go toe-to-toe with any company in the world. But having people that have the right skill set ... that wakes me up at 3 o'clock in the morning."

Society's push to get all young people into four-year colleges — what William Symonds calls the "one road to heaven" approach — contributes to a shortage of skilled workers.

"People degrade or demean jobs that don't require a four-year degree. ...That's not what they want their kids to do," says Symonds, who is launching the Global Pathways Institute at Arizona State University to study this issue and urge policymakers to help students find the best "pathway" to success.

At the same time, high schools have dropped vocational and technical education programs over the past 30 years, eliminating a key way young people are introduced to these careers.

"Over the last 40 or 50 years, we've portrayed work differently and we reward some forms of education far more passionately than others," says Mike Rowe, host of *Somebody's Gotta Do It* and *Dirty Jobs.* After working blue-collar jobs across the country for his show, Rowe started a foundation, mikeroweWORKS, to address the image problem.

"Higher education is in one column and everything else is called alternative. And those kinds of pursuits are reserved for people who are somehow deficient or somehow not cut out for the desirable path."

"What's aspirational about 'middle skill'? It's going to take a generation to get people to really challenge the stereotypes."

Rowe worries there are too many young people going to four-year colleges, racking up huge amounts of debt and ultimately ending up unemployed, when they could've taken a less-expensive path and ended up with a good-paying job.

MIKE ROWE, 'SOMEBODY'S GOTTA DO IT' AND 'DIRTY JOBS'

Rowe also points out that language matters.

"What's aspirational about 'middle skill'?" says Rowe. "It's going to take a generation to get people to really challenge the stereotypes that come along with skilled-labor type jobs."

Change won't happen without students getting better information about career planning, says Andy Van Kleunen, executive director of the <u>National Skills Coalition</u>.

"They need to know what the real employment prospects are going to be, including financial," Van Kleunen says. "What will school cost you? What will the pay be?"

Community and technical colleges are trying to fill the gap by enrolling young adults who either drop out of a four-year college or can't find a job after graduation.

Instructors at Lee College, near Houston, say they are seeing an increasing number of students apply for the school's petrochemical-related programs after initially pursuing a bachelor's degree in petroleum or chemical engineering.

"These are 'gold collar' jobs," says Charles Thomas, the head of the school's process technology division. "Technicians in our program start out with \$62,000 base salary plus overtime."

Laci Patty, 30, a physics teacher, was frustrated by the emphasis on standardized testing and other changes in education. When a Lee College instructor came to her class to recruit students for the program, they ended up recruiting her. She started night classes earlier this year.

"There's actually a chance for advancement and more money," says Patty, who will graduate next summer.



Laci Patty, a physics teacher in the Houston area, is taking night classes to change careers and work in the petrochemical industry. (Photo: KHOU-TV, Houston for USA TODAY)



#### **MEMORANDUM**



To: Barry Wilcox, Division Manager, Comprehensive Planning & Urban Design

Megan Dougherty, Principal Planner, Comprehensive Planning

From: Dan Lucas, Senior Planner–Research

**Date:** October 20, 2014

**Subject:** Comprehensive Plan history overview

Following is a summary of our Comprehensive Plan's recent history:

# 1. History of the Comprehensive Plan

# **Adoption date**

The Comprehensive Plan was adopted July 16, 1990. It superseded the 1980 Comprehensive Plan, which itself was a revision of the 1971 land use plan.

# Joint plan

By interlocal agreement, the City and County had already shared a joint land use plan and staffing before 1985 statutory changes in growth management. In 1987, the City and County implemented the Interlocal Agreement for Areawide Planning, creating a joint Local Planning Agency (LPA) in preparation for the newer growth management requirements.

# Created by committee

The Local Government Comprehensive Planning and Land Development Regulation Act of 1985 substantially amended 1975 growth management legislation. It required each local government to develop and submit a comprehensive plan consistent with this Act. Tallahassee-Leon County had to submit their combined plan to the Florida Department of Community Affairs (DCA) by February 1, 1990. In response to the new legislation, the LPA, consisting of citizen volunteers was formed in June 1987. Their charge was to develop and forward to the respective Commissions a comprehensive plan consistent with the Act, emphasizing citizen participation. The LPA established five citizen task forces in April 1988: conservation & recreation/open space; housing; utilities; transportation; and intergovernmental coordination. These committees

generated the goals, objectives and policies to be incorporated in the respective elements of the comprehensive plan.

# Approval process

There were numerous policies initially found not in compliance by DCA. It took a year to negotiate various changes. In July 1991, 59 policy changes were adopted and the Plan was found in compliance.

# 2. The Comprehensive Plan

#### **Overview**

### Purpose of the Plan

The Vision Statement of our Comprehensive Plan states: "...The purpose of the comprehensive plan is to preserve, protect and enhance the quality of life for all citizens. The plan encourages and supports economically sound residential, educational, employment, cultural, recreational, commercial and industrial opportunities for the citizens. This is facilitated by systematically planning for growth, development and redevelopment."

All land development regulations and land development decisions (development orders) must be consistent with the adopted comprehensive plan.

## **Number of pages**

The thickness of the Comprehensive Plan has varied over the years not just from changes in content but also from changes in layout and technology. Total page count as of 2014 is 339, with the Land Use and Mobility elements together accounting for 56%. Between 2002 and 2014, the Comprehensive Plan's total page count has averaged 340, ranging from a low of 328 pages in 2010 to a high of 361 pages in 2008.

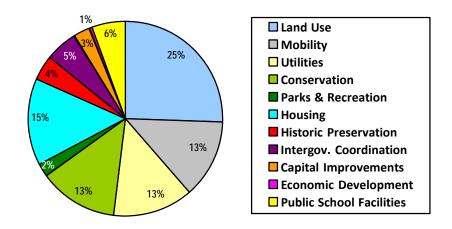
#### **Number of elements**

Comprehensive plans contain chapters or "elements" that address future land use, housing, transportation, infrastructure, coastal management, conservation, recreation and open space, intergovernmental coordination, and capital improvements. Required Comprehensive Plan elements are specified by §163.3177, F.S. Our Comprehensive Plan has ten elements, two of which are not required by statute, viz., Historic Preservation and Economic Development.

### Number of Goals, Objectives, and Policies

As of July 2014, the Comprehensive Plan has 43 goals in effect, consisting of 149 objectives with 751 policies. Just over half of the Plan's policies are accounted for by the Land Use, Mobility, and Utilities elements (see Figure 1).

Figure 1: Proportion of Comprehensive Plan policies by element, 2014



# Elements of the Plan

#### I. Land Use

#### **Purpose**

A future land use element designates proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. The element establishes the long-term end toward which land use programs and activities are ultimately directed.

## Statutory requirement

A land use element is required by §163.3177(6)(a), F.S.

#### Goals, Objectives, and Policies

The Land Use Element has 11 goals, with 33 objectives and 191 policies, covering 119 pages (42% of total pages). The Land Use Element was reformatted and rewritten in 2006.

#### Special Characteristics

The Land Use Element contains several optional sector or strategic plans: Southeast Sector Plan (Goal 10), Southern Strategy Area (Goal 11), and Welaunee Critical Area Plan (Goal 13). Sections of the Land Use Element that have been retired have included: the Bradfordville sector plan (former Goal 8), deleted in 2003 with policies shifted to a special section of County's land development regulations; Southside Sector Plan (former Goal 7), deleted in 2005, having been succeeded by the Southern Strategy Area (Goal 11); Central Core Area (former Goal 12), deleted in 2009 following direction from 2007 EAR, and having morphed into Central Core future land

use category with the Multimodal Transportation District (MMTD) and Downtown overlay. There would be unknown and unknowable political and opportunity costs in retaining as-is, amending, or deleting optional sections.

#### II. Mobility

#### **Purpose**

A transportation element addresses mobility issues in relationship to the size and character of the local government. The purpose of the transportation element is to plan for a multimodal transportation system that places emphasis on public transportation systems, where feasible. The element is to provide for a safe, convenient multimodal transportation system, coordinated with the future land use map or map series and designed to support all elements of the comprehensive plan.

#### Statutory requirement

A transportation element is required by §163.3177(6)(b), F.S.

#### Goals, Objectives, and Policies

The Mobility Element has 3 goals, with 15 objectives and 100 policies, covering 39 pages (14% of total pages). In 2011 the Transportation Element was replaced with the Mobility Element.

#### Special Characteristics

The transformation of the Transportation Element to the Mobility Element had its origins in the 2007 Evaluation and Appraisal Report. The report contained the requirement to rewrite and update the entire Transportation Element to reflect changing policy directions, such as: changing economic conditions no longer supporting sustained roadway investment; reduction of greenhouse gas emissions; support for more intense growth centers and reduced suburban sprawl; changing demographic preferences; and support for public health through active living.

#### III. Utilities

#### **Purpose**

A general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element is to harmonize with principles and guidelines for future land use, indicating ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area.

#### Statutory requirement

An element or elements addressing general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge is required by §163.3177(6)(c), F.S.

#### Goals, Objectives, and Policies

The Utilities Element has 7 goals, with 22 objectives and 100 policies, covering 22 pages (8% of total pages).

#### Special Characteristics

Our Utilities Element consists of five sub-elements: Solid Waste, Aquifer Recharge, Potable Water, Sanitary Sewer, and Stormwater Management.

#### IV. Conservation

#### **Purpose**

A conservation element specifies the conservation, use, and protection of natural resources in the area, including air, water, water recharge areas, wetlands, water wells, estuarine marshes, soils, beaches, shores, flood plains, rivers, bays, lakes, harbors, forests, fisheries and wildlife, marine habitat, minerals, and other natural and environmental resources, including factors that affect energy conservation.

#### Statutory requirement

A conservation element is required by §163.3177(6)(b), F.S.

#### Goals, Objectives, and Policies

The Conservation Element has 5 goals, with 20 objectives and 97 policies, covering 26 pages (9% of total pages).

#### Special Characteristics

In addition to general conservation and preservation objectives, our Conservation Element has specific objectives regarding Lake Jackson, canopy roads, and greenways.

#### V. Parks & Recreation

#### **Purpose**

A recreation and open space element indicates a comprehensive system of public and private sites for recreation, including natural reservations, parks and playgrounds, parkways, beaches and public access to beaches, open spaces, waterways, and other recreational facilities.

#### Statutory requirement

A recreation and open space element is required by §163.3177(6)(e), F.S.

#### Goals, Objectives, and Policies

The Parks and Recreation Element has 1 goal, with 5 objectives and 16 policies, covering 5 pages (2% of total pages).

#### Special Characteristics

The Parks and Recreation Element recognizes and accommodates the different roles of the City and County regarding neighborhood/regional parks and active/passive parks.

#### VI. Housing

#### **Purpose**

A housing element consists of principles, guidelines, standards, and strategies to be followed for: provision of housing for all current and anticipated future residents of the jurisdiction; elimination of substandard dwelling conditions; structural and aesthetic improvement of existing housing; provision of adequate sites for future housing, including affordable workforce housing; provision for relocation housing and identification of historically significant and other housing for purposes of conservation, rehabilitation, or replacement; formulation of housing implementation programs; and creation or preservation of affordable housing to minimize the need for additional local services and avoid the concentration of affordable housing units only in specific areas of the jurisdiction.

#### Statutory requirement

A housing element is required by §163.3177(6)(f), F.S.

#### Goals, Objectives, and Policies

The Housing Element has 8 goals, with 23 objectives and 110 policies, covering 25 pages (9% of total pages). The Housing Element was rewritten in 2009.

#### Special Characteristics

Although the Housing Element has certain joint goals, objectives, and policies shared by the City and County, other goals, objectives, and policies have been adopted only by the City or the County.

#### VII. Historic Preservation

### **Purpose**

Our Historic Preservation Element seeks to facilitate identification, documentation, and preservation of historic resources in the City and County.

#### Statutory requirement

There is no statutory obligation for the historic preservation element. However, §163.3177(6)(a)6., F.S., requires land use maps or map series to generally identify and depict historic district boundaries in order to designate historically significant properties meriting protection.

#### Goals, Objectives, and Policies

The Historic Preservation Element has 1 goal, with 5 objectives and 30 policies, covering 4 pages (1% of total pages). The Historic Preservation Element was rewritten in 2010.

#### Special Characteristics

The 2010 revision of the element was conducted as part of Comprehensive Plan Reform implementation, in coordination with Tallahassee Trust for Historic Preservation.

# VIII. Intergovernmental Coordination

#### **Purpose**

This element must demonstrate consideration of the particular effects of the local plan upon the development of adjacent municipalities, the county, adjacent counties, or the region. An intergovernmental coordination element shows relationships and states principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, and with the applicable regional water supply plan.

#### Statutory requirement

An intergovernmental coordination element is required by §163.3177(6)(h), F.S.

#### Goals, Objectives, and Policies

The Intergovernmental Coordination Element has 2 goals, with 11 objectives and 41 policies, covering 10 pages (4% of total pages).

#### Special Characteristics

Certain objectives have remained unchanged since adoption of the Plan in 1990, and as adopted may not have the same relevance today, having been achieved or otherwise made obsolete.

#### IX. Capital Improvements

#### **Purpose**

The comprehensive plan contains a capital improvements element to consider the need for and the location of public facilities in order to encourage efficient use of such facilities.

#### Statutory requirement

A capital improvements element is required by §163.3177(3)(a), F.S.

#### Goals, Objectives, and Policies

The Capital Improvements Element has 1 goal, with 6 objectives and 20 policies, covering 22 pages (8% of total pages).

#### Special Characteristics

The Capital Improvements Element also includes the annual update to the Five-Year Schedule of Capital Improvements, adopted by ordinance. By statute since 2011 this annual update is not considered to be an amendment to the local comprehensive plan.

#### X. Economic Development

#### **Purpose**

The stated purpose of our Economic Development Element is: "...to increase entrepreneurialism; advance local businesses, and grow targeted industry sectors; and attract innovative individuals and companies to the Capital region."

#### Statutory requirement

There is no statutory requirement for an economic development element.

#### Goals, Objectives, and Policies

The Economic Development Element has 1 goal, with 3 objectives and 4 policies, covering 2 pages (1% of total pages). The Economic Development Element was rewritten in 1998 and again in 2012.

#### Special Characteristics

The 2012 revision of the Economic Development Element was completed in coordination with the Economic Development Council. The EDC has indicated that this element is useful in their efforts to secure economic development and other related grants.

#### XI. Public School Facilities

#### **Purpose**

The purpose of the Public School Facilities Element was to implement a school concurrency program, as required by statute from 2005 to 2011. Its purpose as mandated was to make development approvals for residential projects dependent upon adequate classroom space to accommodate pupils from a new project.

#### Statutory requirement

In 2008 the mandatory Public School Facilities Element replaced the optional Education Element. With repeal of 9J-5, F.A.C., and removal of §163.3177(12), F.S., after 2011 the Public School Facilities Element was made optional rather than mandatory. Other portions of §163.3177, F.S. still require the future land use element to clearly identify land use categories in which public schools are an allowable use, and require that the intergovernmental coordination element state principles and guidelines to be used in coordinating with the plans of school boards. In addition, the intergovernmental coordination element must describe joint processes for collaborative planning and decision-making on public school siting.

#### Goals, Objectives, and Policies

The Public School Facilities Element has 3 goals, with 6 objectives and 42 policies, covering 11 pages (4% of total pages).

#### Special Characteristics

The Public School Facilities Element is interlinked with the 2006 Public School Concurrency and Facility Planning Agreement between the City, County, and School District. Any proposed changes would require coordination between the three jurisdictions.

## Structure of Comprehensive Plan policies

Besides the optional elements and sections mentioned above, the majority of policies in the Comprehensive Plan exist due to requirements of Ch. 163, F.S., or Rule 9J-5, F.A.C., although local standards may exceed statutory minimum thresholds. However, 9J-5, F.A.C. was repealed in 2011, with portions incorporated into statute including certain definitions, data and analysis requirements, and sections from various elements. A forensic policy-by-policy analysis to determine any Plan policies eligible for removal would require pragmatic coordination with DEO

before pursuing prospective policy eliminations.

# 3. Amendment of the Comprehensive Plan

The Comprehensive Plan's adopted Vision Statement concludes: "...Our comprehensive plan is a living document, used every day in decisions made by local governments. It is regularly reviewed and amended to ensure that it remains current and consistent with our community vision."

Comprehensive Plan map amendments may be initiated by property owners, Planning Department, Planning Commission, the City of Tallahassee, or Leon County. Text amendments may be initiated by the Planning Department, Planning Commission, the City of Tallahassee, or Leon County. Citizens may also request proposed text amendments, but based on direction from the City Commission and Board of County Commissioners in 2008, all citizen-initiated text amendments must be approved by either the City or County commission prior to incorporation into the plan amendment cycle and staff analysis. A minimum of two City commissioners or three County commissioners must approve the proposed amendment in order for the Planning Department to move forward with processing the amendment.

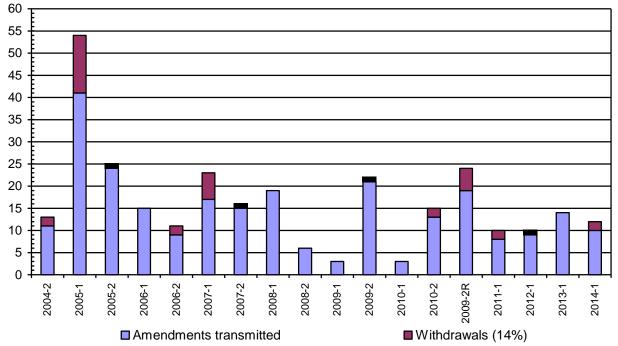
Although the statutory limit of two amendment cycles per year is no longer in effect, adopted Plan policy limits amendments to no more than twice a year.

#### **Amendments**

## Amendment activity

Below are two different accounting measures for amendment activity (see Figures 2 & 3). Figure 2 depicts simple count of amendments processed by amendment cycle in the past decade, indicating that between 2004 and 2014 some 320 Comprehensive Plan amendments were proposed. Figure 3 shows DCA/DEO's methodology for tabulating amendments, based on their count of how prospective amendments interact with statutory framework.

Figure 2: Count of amendments processed per cycle, Tallahassee-Leon Co., 2004-2014



(Cycle 2009-2R was a special cycle of Evaluation and Appraisal Report amendments)

Between 2004 and 2014, the average number of amendments transmitted per cycle was 14, with an average of two withdrawals per cycle. Since the time of the last EAR in 2007, the average has been 11 amendments transmitted per cycle, with an average of one withdrawal.

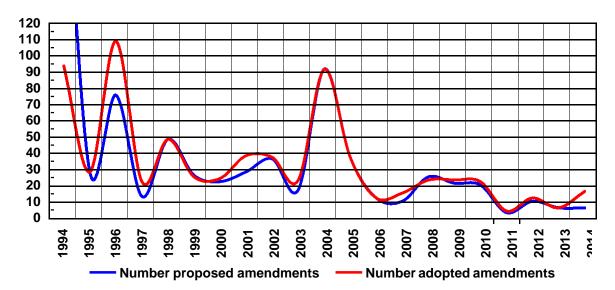


Figure 3: Amendments proposed and adopted, Tallahassee-Leon Co., 1994-2014

Source: DEO "Comprehensive Weekly Report of ELMS Amendments" report generated 10/13/14. Amendments tabulated according to DCA/DEO criteria and aggregated by the year amendment cycle found in compliance.

The State land planning agency (formerly DCA, now DEO) tabulates each local government's amendments annually, based on regulatory criteria, and reports totals to the Legislature. Figure 4 shows the character of amendment activity statewide over the past 20 years. Tallahassee-Leon County's amendments, compared with State totals in Figure 4, accounted for an average of 0.7% to 0.8% of proposed and adopted amendments statewide. Sometimes our amendment activity has been prompted by changes in statute. For example, school concurrency mandated in 2005 accounted for much amendment activity statewide in 2008-2010, including adoption of our own Public School Facilities Element in 2008. Adoptions may exceed proposals in any given year due to lag when adoption occurs in a subsequent year, amendments proposed but not adopted or modified and adopted. The State counts small scale amendments as adoptions only.

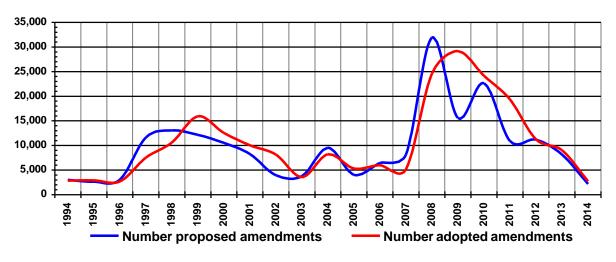


Figure 4: Amendments proposed and adopted, Florida, 1994-2014

Source: DEO "Comprehensive Plan Processing Data: Number of Amendments Received" annual reports. Amendments tabulated according to DCA/DEO criteria.

## Citizen-initiated and government-initiated amendments

In the regular amendment cycles between 2004 and 2014, citizen-initiated amendments accounted for about 30% of amendments filed (see Figure 5). Government-initiated amendments included those where the applicant was one of the following: Planning Department, Planning Commission, City of Tallahassee, Leon County, Leon County Schools, Blueprint 2000, Capital Region Transportation Planning Agency, or State of Florida.

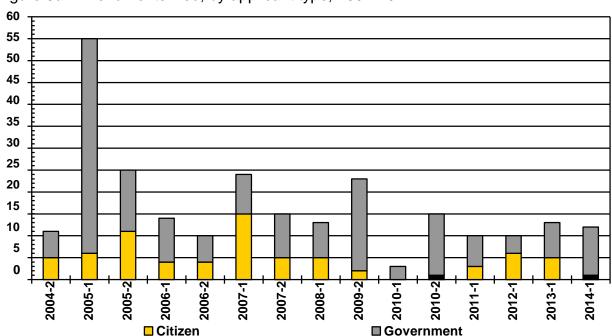


Figure 5a: Amendments filed, by applicant type, 2004-2014\*

<sup>\*</sup> Amendments filed in regular amendment cycles.

Between 2004 and 2014, the average number of citizen-initiated amendments has been 5 per cycle, along with an average of 12 government-initiated amendments per cycle. Since the last EAR in 2007, those averages have been 3 and 10, respectively. Government-initiated amendments accounted for an average of 70% of amendments per cycle during 2004-2014, and 75% since the last EAR in 2007.

It should be noted that starting in 2011, the amendment cycle has been decreased from 2 cycles per year to 1 cycle per year in order to make the most efficient use of staff and Commission time.

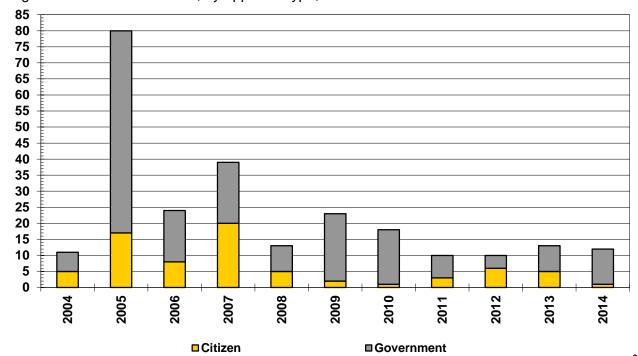


Figure 5b: Amendments filed, by applicant type, 2004-2014\*

Amendments filed in regular amendment cycles.

#### **Evaluation and Appraisal Review**

Evaluation and appraisal of comprehensive plans is directed by §163.3191(1), F.S., which states:

At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination.

The Evaluation and Appraisal Review (EAR, formerly Evaluation and Appraisal Report) process is the customary way to identify and develop strategies to conduct larger revisions to the Comprehensive Plan, course corrections, and to address statutory changes. The EAR process can help ensure accountability of local government to constituents by neither removing policies still

wanted by one nor adding policies wanted only by the other.

Statutory requirements for the EAR have changed significantly since the 1990s. Since 2011, local governments have more discretion in determining whether they need to update their local comprehensive plan. Local governments no longer need to submit evaluation and appraisal reports to DEO for a sufficiency determination. The statute now requires only the evaluation and the letter notifying DEO of the determination whether plan amendments are needed. If that notification letter states changes are necessary, then the corresponding amendments are required to be submitted within one year. Those amendments are submitted according to the "classic" large-scale amendment review process (§163.3184) within one year. The one-year requirement for subsequent amendments can help reduce mission creep.

Our last EAR was in 2007, and before that in 1997. The original planning horizon of the Comprehensive Plan was to 2010. After the 2007 EAR process, the planning horizon was amended to 2030. Townhall meetings were held around the community to identify the major issues and necessary updates to the Comprehensive Plan. These issues were:

- Transportation: Implementing Multi-modal Solutions for Sustainability, More Compact Urban Form and Regional Interconnectivity
- Affordable Housing: Increasing the Availability of Affordable, Low Income and No-Income Housing
- Land Use Conflicts: Reducing Land Use Conflicts in the Urban Core
- Improving Regional Groundwater Quality: Protecting Wakulla Springs, and
- Hazard Mitigation

Over the following amendment cycles, several of the resulting major policy initiatives coming from this community feedback were:

- adoption of a joint City/County Housing element
- adoption of a Multimodal Transportation District
- a comprehensive update of the Transportation Element to address Complete Streets
- adoption of the primary springs protection zone.

Tallahassee-Leon County is scheduled to have its evaluation complete and a notification letter to DEO by January 1, 2016.

#### **Large-Scale Reform Efforts**

#### Mixed Use land use category

The most extensive reform effort to date occurred during 2000 to 2007. The Planning Commission began discussions on Comprehensive Plan Reform in 2000, determining the Plan too regulatory and not user-friendly, and that there were difficulties with the Mixed Use and Lake Protection categories. The Planning Commission established a committee in 2001 to evaluate Comprehensive Plan Reform and to recommend an approach. In 2003, the County and City approved the hiring of the consultant for the project. The consultant met with a focus group of stakeholders including neighborhood groups, environmental activists, developers, business representatives, and government staff to discuss the problems and potential solutions. The

Planning Commission also participated in the review of draft work products and in 2005 recommended approval of the consultant's Final Report. Much of the problem was due to original placement of the category away from areas where mixed use is most likely to occur. The Mixed Use designation as implemented created an unrealistic expectation of a prevailing mixed-use development pattern outside the urban core. The result was Mixed Use acting as a holding category until single use development resulted.

The resulting changes to the Comprehensive Plan included: 1) replacing Mixed Use A with Village Mixed Use applicable only in Bradfordville overlay area; 2) replacing Mixed Use B with Suburban; 3) deleting Mixed Use C; 4) replacing Target Planning Areas and Critical Planning Areas with Planned Development; and 5) creation of Urban Residential 2 category. Approximately 28,350 parcels were affected, with 82% having changes in development entitlements. After the amendment came into effect, due to volume the administrative rezonings took well over a year to process.

#### Mahan Drive nodes

The Mahan Drive Corridor Study was initiated because Mahan Drive/US 90 was scheduled to be widened. The Study helped identify strategies to manage increased development pressures, focus on protection of existing residential development, foster a mixture of land uses in existing and proposed nodes along the corridor, integrate land uses and transportation, and address safety and aesthetics. After more than 20 community meetings, the Mahan Drive Corridor Study was completed in 2004. The Comprehensive Plan was amended in 2005 to address the implementation, affecting about 267 acres across three nodes. In 2007 and 2008, there were additional amendments affecting 37 acres across the three nodes. At the direction of the Board, the two new land use categories were combined into one Mahan Gateway Node category, effective 2010.

#### Multimodal Transportation District

Formerly, the City of Tallahassee had two transportation concurrency exception areas: the Central Business District/Downtown Revitalization Area, and areas designated University Transition on the Future Land Use Map. Both were created in 1995, but by 2007 only two projects had used the provisions. The two exception areas had done little to support infill and mobility. The Multimodal Transportation District was adopted as a significant expansion of the transportation concurrency exception areas.

In 2005 the Legislature had mandated local governments adopt a methodology allowing development on overcapacity roads to pay proportionate fair-share for adverse effects on the roadway's level of service. Without this methodology, development over capacity must either correct the problem completely or be denied, unless there was a related "financially feasible" project in the local government's Capital Improvements Program. The legislation also allowed the local government to use proportionate share mitigation for a project that would "significantly benefit" the transportation system, even if the specific impacted road is not corrected. The City of Tallahassee and Leon County developed a system based on this "significant benefit" concept, with the Multimodal District as the central of five districts.



#### **LEON COUNTY BOARD OF COUNTY COMMISSIONERS**

### STRATEGIC PLAN FY 2012 - FY 2016

#### **Vision**

As home to Florida's capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community's precious resources, the catalyst for engaging citizens, community, business and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.

#### **Core Values**

We are unalterably committed to demonstrating and being accountable for the following core organizational values, which form the foundation for our people focused, performance driven culture:

SERVICE
RELEVANCE
INTEGRITY
ACCOUNTABILITY
RESPECT

COLLABORATION
STEWARDSHIP
PERFORMANCE
TRANSPARENCY
VISION



#### **Strategic Priority - Economy**

To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)

- ► (EC1) Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)
- ► (EC2) Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- ▶ (EC3) Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurism and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority and Innovation Park. (2012)
- ► (EC4) Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- ► (EC5) Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (2012)
- ► (EC6) Ensure the provision of the most basic services to our citizens most in need so that we have a "ready workforce." (2012)
- ► (EC7) Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)

#### **Strategic Initiatives - Economy**

- (EC1, G3, G5) Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee (2012)
- (EC1, G3, G5) Develop a proposed economic development component for the Sales Tax extension being considered (2013)
- (EC1, G5) Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County (2014)
- (EC1, G5) Ensure projects being considered for funding associated with the infrastructure Sales Tax extension address core infrastructure deficiencies in rural areas (2014)
- Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities, including:
  - (E2) Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev. 2013);
  - o (EC2) Consider policy to encourage redevelopment of vacant commercial properties (2012); and
  - o (EC2) Consider policy to continue suspension of fees for environmental permit extensions (2012)
- Implement strategies that support business expansion and job creation, including:
  - (EC2) Evaluate start-up of small business lending guarantee program (2012);
  - (EC2) Identify local regulations that may be modified to enhance business development;
  - o (EC2) Implement Leon County 2012 Job Creation Plan (2012); and
  - (EC2) Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors (2014)
- (EC2, EC3) Implement strategies to support Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder's forum (2012)
- Implement strategies that promote the region as a year round destination, including:
  - o (EC4, Q1, Q4) Evaluate competitive sports complex with the engagement of partners such as KCCI (2012);
  - o (EC4) Support VIVA FLORIDA 500 (2012);
  - o (EC4) Support Choose Tallahassee initiative (2012); and
  - (EC4, Q1) Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (2014)
- Implement strategies that assist local veterans, including:
  - o (EC5) Hold "Operation Thank You!" celebration annually for veterans and service members (rev. 2013);

- o (EC5, EC6) Develop job search kiosk for veterans (2012);
- (EC5, EC6, Q3) Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans (2012);
- o (EC5, EC6, Q3) Consider policy to waive EMS fees for uninsured or underinsured veterans (2012)
- (E6, Q2) Implement strategies to promote work readiness and employment, including: provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners (2012)
- (EC7) Extend the term of Leon County's Local Preference Ordinance (2013)
- (EC1, EC4) Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration (2014)
- (EC1, Q6, Q7) Support sector planning for the area surrounding Veterans Affairs' outpatient clinic (2014)
- (EC1, Q6, Q7) Engage in a needs assessment for the Bradfordville Study Area (2014)

#### Ongoing Support (Highlights) - Economy

- (EC1, Q2) Develop and maintain County transportation systems, including roads, bike lanes, sidewalks, trails, and rights-of-way (2012)
- (EC2, G2) Implement Department of Development Support & Environmental Management Project Manager, and dual track review and approval process (2012)
- (EC2) Partner with and support the Economic Development Council, Qualified Targeted Industry program, Targeted Business Industry program, and Frenchtown/Southside and Downtown Redevelopment Areas (2012)
- (EC3) Support and consider recommendations of Town and Gown Relations Project (2012)
- (EC4) Promote region as a year round destination through the Fall Frenzy Campaign, and by identifying niche markets (2012)
- (EC5, EC6, Q3) Collaborate with United Vets and attend monthly coordinating meetings, support Honor Flights, provide grants to active duty veterans, assist veterans with benefits claims, provide veterans hiring preference, waive building permit fees for disabled veterans, and fund Veterans Day Parade as a partner with V.E.T., Inc. (2012)
- (EC6, G3) Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students (2012)



College Town Grand Opening



Leon County Apalachee Regional Park Cross Country Event



Minority /Women & Small Business Enterprise



Veterans Resource Center

#### **Strategic Priority - Environment**

To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)

- ► (EN1) Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013
- ► (EN2) Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- ▶ (EN3)- Educate citizens and partner with community organizations to promote sustainable practices. (2012)
- ► (EN4) Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (2012)

#### **Strategic Initiatives - Environment**

- Implement strategies that protect the environment and promote orderly growth, including:
  - (EN1, EN2) Develop Countywide Minimum Environmental Standards (2012);
  - (EN1, EN2) Develop minimum natural area and habitat management plan guidelines (2012);
  - (EN1, EN2,Q9) Integrate low impact development practices into the development review process (2012);
  - (EN1, EN2) Consider mobility fee to replace the concurrency management system (2012);
  - (EN1, EN2, G2) Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes (2012);
  - (EN1, EN2, G2) Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (2013); and
  - o (EN1, EN2, G2) Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)
- (EN1, EN2) Implement strategies to protect natural beauty and the environment, including: update 100-year floodplain data in GIS based on site-specific analysis received during the development review process (2012)
- Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including:
  - (EN1, Q5) Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension (2012); and
  - o (EN1, EN2, Q5) Promote concentrated commercial development in Woodville (2012)
- Continue to work with regional partners to develop strategies to further reduce nitrogen load to Wakulla Springs, including:
  - (EN1, EC4) Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report (2012); and
  - (EN1) Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County (2013)
- Implement strategies to promote renewable energy and sustainable practices, including:
  - o (EN4) Complete construction of Leon County Cooperative Extension net-zero energy building (2012);
  - o (EN2, EN3, EN4) Pursue opportunities to fully implement a commercial and residential PACE program (2012);
  - (EN3, Q5, EC6) Consider policy for supporting new and existing community gardens on County property and throughout the County (2012);
  - o (EN3, Q5, EC6) Expand the community gardens program (2013);
  - o (EN4, G5) Develop energy reduction master plan (2012); and
  - o (EN4) Further develop clean green fleet initiatives, including compressed natural gas (rev. 2013)
- Develop and implement strategies for 75% recycling goal by 2020, including:
  - (EN4) Evaluate Waste Composition Study (2012);
  - (EN4) Identify alternative disposal options (2012);
  - o (EN4) Explore renewable energy opportunities at Solid Waste Management Facility (rev. 2013); and
  - (EN4) Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (2013)

#### **Ongoing Support (Highlights) - Environment**

- (EN1) Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, stormwater facilities, and rights-of-way (2012)
- (EN1, EN3) Provide Greenspace Reservation Area Credit Exchange (GRACE) (2012)
- (EN2) Provide canopy road protections (2012)
- (EN1, EN4) Provide Adopt-A-Tree program (2012)
- (EN1, EN3) Provide hazardous waste collection (2012)
- (EN) Provide water quality testing (2012)
- (EN1) Implement the fertilizer ordinance (2012)
- (EN3) Provide state landscaping and pesticide certifications (2012)
- (EN3) Conduct Leon County Sustainable Communities Summit (2012)





Leon County 4-H Horticulture Club

Lake Munson





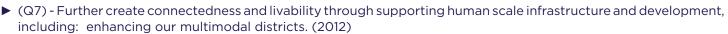
Leon County Net-Zero Facility

J. R. Alford Greenway

#### **Strategic Priority - Quality of Life**

To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)

- ▶ (Q1) Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)
- ▶ (Q2) Provide essential public safety infrastructure and services which ensure the safety of the entire community. (2012)
- ▶ (Q3) Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)
- ▶ (Q4) Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- ▶ (Q5) Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)
- ▶ (Q6) Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)



- ▶ (Q8) Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (2013)
- ▶ (Q9) Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods. (2013)

#### **Strategic Initiatives - Quality of Life**

- Implement strategies through the library system which enhance education and address the general public's information needs, including:
  - (Q8, EC1, EC6) Complete construction of the expanded Lake Jackson Branch Library and new community center (2012); and
  - o (Q8, EC1, EC6) Relocate services into the expanded facility (2012)
- Implement strategies which advance parks, greenways, recreational offerings, including:
  - (Q1, EC1, EC4) Explore extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette
     (2012);
  - o (Q1, EC1, EC4) Update Greenways Master Plan (2012);
  - o (Q1, EC1, EC4) Develop Miccosukee Greenway Management Plan (2012); and
  - o (Q1, EC1, EC4) Develop Alford Greenway Management Plan (2012)
- Expand recreational amenities, including:
  - (Q1, Q5,EC1, EC4) Complete construction of Miccosukee ball fields (2012);
  - (Q1, EC1, EC4) Continue to plan acquisition and development of a North East Park (2012);
  - (Q1, EC1, EC4) Develop Apalachee Facility master plan to accommodate year-round events (rev. 2013);
  - (Q1, Q5, EC1, EC4) Continue to develop parks and greenways consistent with management plans including Okeeheepkee Prairie Park, Fred George Park and St. Marks Headwater Greenway (2012);
  - (Q1, EC1) In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields (2013); and



Leon County Tourism Development provides resource to make the most of local trails www.Trailahassee.com



Residents read together at Leon County's Lake Jackson Branch Library

- (Q4) Further establish community partnerships for youth sports development programs (2014)
- (Q1, EC1,Q9) Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative (2012)
- Provide essential public safety infrastructure and services, including:
  - o (Q2, EC2) Complete construction of Public Safety Complex (2012);
  - o (Q2) Consolidate dispatch functions (2012); and
  - o (Q2) Successfully open the Public Safety Complex (2013)
- (Q1, Q2) Implement strategies to improve medical outcomes and survival rates, and to prevent injuries, including: continue to pursue funding for community paramedic telemedicine (2012) (rev. 2014)
- Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including:
  - (Q2, Q3) Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership, and in ASPCA ID ME Grant (2012);
  - o (Q3) Implement procedures for residents to take full advantage of the NACO Dental Card program (2013); and
  - (Q3) Consider establishing a Domestic Partnership Registry (2013);
- Implement strategies that support amenities which provide social offerings, including:
  - o (Q4, EC1, EC4) Consider constructing Cascade Park amphitheatre, in partnership with KCCI (2012);
  - o (Q4, EC4) Consider programming Cascade Park amphitheatre (2012);
  - o (Q4) Work with the city to celebrate the opening of Cascades Park (2014);
  - o (Q4) Develop unified special event permit process (2012); and
  - (Q4, EC4, G5) Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (2012)
- (Q6) Implement strategies to promote homeownership and safe housing, including: consider property registration for abandoned real property (2012)
- Implement strategies that preserve neighborhoods and create connectedness and livability, including:
  - o (Q6, 7) Implement design studio (2012);
  - o (Q6, Q7) Implement visioning team (2012);
  - o (Q6, Q7) Develop performance level design standards for Activity Centers (2012);
  - o (Q6) Revise Historic Preservation District Designation Ordinance (2012);
  - (Q6, Q7) Develop design standards requiring interconnectivity for pedestrians and non-vehicular access (2012);
  - o (Q7) Develop bike route system (2012);
  - o (Q7) Establish Bicycle & Pedestrian Advisory Committee (2012);
  - (Q6, Q7) Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding (2013);
  - (Q1, Q5,EC1, EC4) Expand, connect and promote "Trailahassee" and the regional trail system (2013);
  - (Q7,EC1) Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters (2013); and
  - (Q1, EC4) Focus on improving Leon County's ranking as a bicycle friendly community (2014)



Leon County Public Safety Complex

- (Q4) Seek community involvement with the VIVA FLORIDA 500 Time Capsule (2013)
- (Q4, EC1, EC4) Institute a Sense of Place initiative for the fairgrounds (2014)

#### **Ongoing Support (Highlights) - Quality of Life**

- (Q1, Q9, EC1, EC6) Maintain a high quality of offerings through the library system, including public access to books, media, digital resources, computers, Internet, reference resources, targeted programming, mobile library, and literacy training (2012)
- (Q2) Fund Sheriff's operations, consisting of law enforcement, corrections, emergency management, and enhanced 9-1-1 (2012)
- (Q2) Implement alternatives to incarceration (2012)
- (Q2) Initiate county resources as part of emergency response activation (2012)
- (Q2) Provide, support and deploy the geographic information system, integrated Justice Information System, Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and the Sheriff's Office, and the pawnshop network system (2012)
- (Q2, G5) Provide for information systems disaster recovery and business continuity (2012)
- (Q2, Q3) Provide Emergency Medical Services (2012)
- (Q2, Q3) Support programs which advocate for AED's in public spaces (2012)
- (Q2, Q3) Provide community risk reduction programs (such as AED/CPR training) (2012
- (Q3) Support Community Human Services Partnerships (CHSP) (2012)
- (Q3) Support Leon County Health Departments (2012)
- (Q3) Support CareNet (2012)
- (Q3) Support DOH's Closing the Gap grant (including "Year of the Healthy Infant II" campaign, and Campaign for Healthy Babies) (2012)
- (Q3) Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (2012)
- (Q3, EC6) Educate at risk families to build healthy lives through the Expanded Food and Nutrition Education Program and other family community programs (2012)
- (Q3) Support of Regional Trauma Center (2012)
- (Q3, G5) Leverage grant opportunities with community partners (2012)
- (Q3) Support of Palmer Monroe Teen Center in partnership with the City (2012)
- (Q3) Provide targeted programs for Seniors (2012)
- (Q6) Provide foreclosure prevention counseling and assistance (2012)
- (Q6) Provide first time homebuyer assistance (2012)



Leon County Eastside Branch Library and Pedrick Pond



Leon County's 2013 Operation Thank You welcomes home Vietnam Veterans

#### **Strategic Priority - Governance**

To be a model local government which our citizens trust and to which other local governments aspire. (G)

- ► (G1) Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- ▶ (G2) Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (2012)
- ▶ (G3) Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- ▶ (G4) Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (2012)
- ▶ (G5) Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)

#### **Strategic Initiatives - Governance**

- Implement strategies which promote access, transparency, and accountability, including:
  - (G1) Explore providing On Demand Get Local videos (2012);
  - $\circ$  (G1) Explore posting URL on County vehicles (2012); and
  - (G1) Instill Core Practices through: providing Customer Engagement training for all County employees, revising employee orientation, and revising employee evaluation processes (2012)
- Implement strategies to gain efficiencies or enhance services, including:
  - (G2) Conduct LEADS Reviews (2012);
  - o (G2) Develop and update Strategic Plans (2012); and
  - o (G5) Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (2013)
- Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including:
  - (G2) Develop process by which the public may electronically file legal documents related to development review and permitting (2012);
  - o (G2) Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self-service (2012);
  - (G2, EN4) Investigate expanding internet-based building permitting services to allow additional classifications
    of contractors to apply for and receive County permits via the internet (2012);
  - (G2, EN4) Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (2012);
  - (G5) Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (2013); and
  - o (G5) Periodically convene community leadership meetings to discuss opportunities for improvement (2013)
- (G2) Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects (2012)
- Implement strategies to further engage citizens, including:
  - o (G3) Develop and offer Citizens Engagement Series (2012);
  - (G3) Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (2013);
  - (G3) Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with the Village Square, which would be renewable after one year (2014); and
  - o (G1, G3) Expand opportunities for increased media and citizen outreach to promote Leon County (2013).
- (G4) Implement healthy workplace initiatives, including: evaluate options for value-based benefit design (2012)



Citizen Engagement Series: Creating & Sustaining This Special Place

- Implement strategies to retain and attract a highly skilled, diverse and innovative workforce, which exemplifies the County's Core Practices, including:
  - o (G4) Revise employee awards and recognition program (2012);
  - (G4) Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (2012); and
- (G4, G1) Pursue Public Works' American Public Works Association (APWA) accreditation (2012)
- Implement strategies which ensure responsible stewardship of County resources, including:
  - o (G5) Revise program performance evaluation and benchmarking (2012);
  - (G5) Identify opportunities whereby vacant, unutilized County-owned property, such as flooded-property
    acquisitions, can be made more productive through efforts that include community gardens (2013);
  - (G5) Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (2013);
  - o (G5, EC1) Create a capital projects priority list for the fifth-cent gas tax (program) (2014);
  - o (G5) Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility (2014); and
  - o (G1) Pursue expansion for whistleblower notification (2013).
- Implement strategies to maximize grant funding opportunities, including:
  - o (G5) Institute Grants Team (2012); and
  - o (G5) Develop and institute an integrated grant application structure (2012)

 (G5) - Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors (2013)

• (G2) - Pursue Sister County relationships with Prince George's County, Maryland and Montgomery County, Maryland (2013)

#### Ongoing Support (Highlights) - Governance

- (G1) Develop and deploy website enhancements (2012)
- (G1) Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials (2012)
- (G1) Provide televised and online Board meetings in partnership with Comcast (2012)
- (G1, G2, G5) Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining financial database system with interfaces to other systems (2012)
- (G3) Organize and support advisory committees (2012)
- (G4) Support and expand Wellness Works! (2012)
- (G4, Q2) Maintain a work environment free from influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (2012)
- (G4) Support employee Safety Committee (2012)



Peter Kageyama: For the Love of Leon County +

- (G4) Conduct monthly Let's Talk "brown bag" meetings with cross sections of Board employees and the County Administrator (2012)
- (G1, G2, G4) -Utilize LEADS Teams to engage employees, gain efficiencies or enhance services, such as: the Wellness Team, Safety Committee Team, Citizen Engagement Series Team, HR Policy Review & Development Team, Work Areas' Strategic Planning Teams (2012)
- (G5) Prepare and broadly distribute the Annual Report (2012)
- (G5) Conduct management reviews (2012)
- (G5) Provide and enhance procurement services and asset control (2012)
- (G5) Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts (2012)



# ISTENS FOR CHANGING NEEDS

- NGAGES CITIZENS AND EMPLOYEES
- LIGNS KEY STRATEGIC PROCESSES
- ELIVERS RESULTS & RELEVANCE
- TRIVES FOR CONTINUOUS IMPROVEMENT





## **CORE PRACTICES**

Core Practices put our Core Values in action. Leon County employees are committed to the following Core Practices:

#### • Delivering the "Wow" factor in Customer Service

Employees deliver exemplary service with pride, passion and determination; anticipating and solving problems in "real time" and exceeding customer expectations. Customers know that they are the reason we are here.

#### Connecting with Citizens

Employees go beyond customer service to community relevance, engaging citizens as stakeholders in the community's success. Citizens know that they are part of the bigger cause.

#### Demonstrating Highest Standards of Public Service

Employees adhere to the highest standards of ethical behavior, avoid circumstances that create even an appearance of impropriety and carry out the public's business in a manner which upholds the public trust. Citizens know that we are on their side.

#### Accepting Accountability

Employees are individually and collectively accountable for their performance, adapt to changing conditions and relentlessly pursue excellence beyond the current standard, while maintaining our core values.

#### Exhibiting Respect

Employees exercise respect for citizens, community partners and each other.

#### Employing Team Approach

Employees work together to produce bigger and better ideas to seize the opportunities and to address the problems which face our community.

#### Exercising Responsible Stewardship of the Community's Resources

Employees engage in the continuous effort to create and sustain a place which attracts talent, fosters economic opportunity and offers an unmatched quality of life, demonstrating performance, value and results for our citizenry.

#### Living our "People Focused, Performance Driven" Culture

Employees have a structure in place to live all of this as our organizational culture and are empowered to help the people they serve.

**Adopted:** February 28, 2012 **Revised:** January 29, 2013 **Revised:** January 21, 2014

FOR MORE INFORMATION ONLINE, VISIT:

www.LeonCountyFL.gov

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align	Plan Order
2012	2012-20	EDBP	ED-A	Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee	Complete			, , , , , , , , , , , , , , , , , , ,	Yes		EC1 G3 G5	1
2013	2013-11	EDBP	ED-J	Develop a proposed economic development component for the Sales Tax extension being considered	Complete				Yes	ST	EC1 G3 G5	2
2014	2014-5	EDBP	ED-K	Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County	Complete				Yes	ST	EC1 G5	3
2014	2014-6	EDBP	ED-L	Ensure projects being considered for funding associated with the infrastructure Sales Tax extension address core infrastructure deficiencies in rural areas	Complete				Yes	ST	EC1 G5	4
2012	2012-50	PLACE	PL-A	Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity	Complete				Yes		EC2	5
2012	2012-51	PLACE	PL-B	Consider policy to encourage redevelopment of vacant commercial properties	Complete				Yes		EC2	6
2012	2012-9	DSEM	DS-A	Consider policy to continue suspension of fees for environmental permit extensions	Complete				Yes		EC2	7
2012	2012-21	EDBP	ED-B	Evaluate start-up of small business lending guarantee program	Complete				Yes		EC2	8
2012	2012-22	EDBP	ED-C	Identify local regulations that may be modified to enhance business development	In Progress				No		EC2	9
2012	2012-23	EDBP	ED-D	Implement Leon County 2012 Job Creation Plan	Complete				Yes		EC2	10
2014	2014-7	EDBP	ED-M	Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors	Complete				Yes	ST	EC2	11
2012	2012-24	EDBP	ED-E	Implement strategies to support Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder's forum	Complete				Yes		EC2 EC3	12
2012	2012-25	EDBP	ED-F	Evaluate competitive sports complex with the engagement of partners such as KCCI	Complete				Yes		EC4 Q1 Q4	13
2012	2012-81	Tourism	TO-A	Support VIVA FLORIDA 500	Complete				Yes		EC4	14
2012	2012-82	Tourism	ТО-В	Develop Capital Cuisine Restaurant Week	Complete				Yes		EC4	15
2012	2012-83	Tourism	то-с	Support Choose Tallahassee initiative	Complete				Yes		EC4	16
2014	2014-15	Tourism	то-ғ	Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park	Complete				Yes		EC4 Q1	17
2012	2012-45	HSCP	HS-A	Hold "Operation Thank You!" celebration annually for veterans and service members	Complete				Yes		EC5	18
2012	2012-46	HSCP	HS-B	Develop job search kiosk for veterans	Complete				Yes		EC5 EC6	19
2012	2012-47	HSCP	HS-C	Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans	Complete				Yes		EC5 EC6 Q3	20
2012	2012-29	EMS	EM-A	Consider policy to waive EMS fees for uninsured or underinsured veterans	Complete				Yes		EC5 Q3	21
2012	2012-48	Int. Det. Alt.	ID-A	Provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners	Complete				Yes		EC6 Q2	22

Year	Initiative #	Lead	Entity - #	· · · · · · · · · · · · · · · · · · ·	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align	Plan Order
2013	2013-16	Fin. Stw.	FS-F	Extend the term of Leon County's Local Preference Ordinance	Complete				Yes		EC7	23
2014	2014-1	County Admin.	CA-M	Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration	In Progress				No	ST	EC1, EC4	24
2014	2014-9	PLACE	PL-P	Support sector planning for the area surrounding Veterans Affairs' outpatient clinic	In Progress				Yes		EC1 Q6 Q7	25
2014	2014-4	DSEM	DS-M	Engage in a needs assessment for the Bradfordville Study Area	In Progress				No		EC1 Q6 Q7	26
2012	2012-10	DSEM	DS-B	Develop Countywide Minimum Environmental Standards	Complete				Yes		EN1 EN2	27
2012	2012-11	DSEM	DS-C	Develop minimum natural area and habitat management plan guidelines	Complete				Yes		EN1 EN2	28
2012	2012-12	DSEM	DS-D	Integrate low impact development (LID) practices into development review process	Complete				Yes		EN1 EN2	29
2012	2012-52	PLACE	PL-C	Consider mobility fee to replace concurrency management system	In Progress				No		EN1 EN2	30
2012	2012-14	DSEM	DS-F	Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes	Complete				Yes		EN1 EN2 G2	31
2013	2013-10	DSEM	DS-L	Develop examples of acceptable standard solutions to expedite environmental permitting for new construction	Complete				Yes		EN1 EN2 G2	32
2013	2013-18	PLACE	PL-N	Develop solutions to promote sustainable growth inside the Lake Protection Zone	Complete				Yes		EN1 EN2 G2	33
2012	2012-13	DSEM	DS-E	Update 100-year floodplain data in GIS based on site-specific analysis received during the development review process	Complete				Yes		EN1 EN2	34
2012	2012-63	PW	PW-A	Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension	In Progress				No	ST	EN1 Q5	35
2012	2012-53	PLACE	PL-D	Promote concentrated commercial development in Woodville	Complete				Yes		EN1 EN2 Q5	36
2012	2012-64	PW	PW-B	Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report	Complete				Yes		EN1 EC4	37
2013	2013-20	PW	PW-L	Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County	In Progress				No	ST	EN1	38
2012	2012-31	Facilities	FA-A	Complete construction of Leon County Cooperative Extension net-zero energy building	Complete				Yes		EN4	39
2012	2012-74	Res. Stw.	RS-A	Pursue opportunities to fully implement a commercial and residential PACE program	Complete				Yes		EN2 EN3 EN4	40
2012	2012-75	Res. Stw.	RS-B	Consider policy for supporting new and existing community gardens on County property and throughout the County	Complete				Yes		EN3 Q5 EC6	41
2012	2012-65	PW	PW-C	Evaluate and construct glass aggregate concrete sidewalk (deleted 2013)	Complete				Yes		EN4	42

Vaca	Initiative #	Land	Fratitus #	Caratania Initiativas/Actions	Status	Original Est. Date	Status of	Add Comments (Date Complete or if	Complete by December	Sales	Aliana	Plan
Year 2013	Initiative #	Lead Res. Stw.	Entity - #	Strategic Initiatives/Actions  Expand the community gardens program	Status Complete	(Actions)	Actions	Delayed/Deleted)	2014? Yes	Tax	Align EN3 Q5 EC6	Order 42
2012	2012-76	Res. Stw.		Develop energy reduction master plan	Complete				No		EN4 G5	44
	2012-77			Further develop clean - green fleet initiatives, including		N/A						
2012		Res. Stw.	RS-D	compressed natural gas	Complete	N/A			Yes		EN4	45
2012	2012-78	Res. Stw.	RS-E	Evaluate Waste Composition Study	Complete				Yes		EN4	46
2012	2012-79	Res. Stw.	RS-F	Identify alternative disposal options	Complete				Yes		EN4	47
2012	2012-80	Res. Stw.	K-5-0-	Explore renewable energy opportunities at Solid Waste Management Facility	Complete				Yes		EN4	48
2013	2013-24	Res. Stw.	RS-I	Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling	Complete				Yes		EN4	49
2012	2012-32	Facilities	FA-B	Complete construction of the expanded Lake Jackson Branch Library and new community center	Complete				Yes		Q1 EC1 EC6	50
2012	2012-49	Libraries	LI-A	Relocate library services into the expanded Lake Jackson Branch Library	Complete				Yes		Q1 EC1 EC6	51
2012	2012-66	PW	PW-D	Explore the extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette	In Progress				No	ST	Q1 EC1 EC4	52
2012	2012-54	PLACE	PL-E	Update Greenways Master Plan	Complete				Yes		Q1 EC1 EC4	53
2012	2012-67	PW		Develop Miccosukee Greenway Management Plan	Complete				Yes		Q1 EC1 EC4	54
2012	2012-68	PW	PW-F	Develop Alford Greenway Management Plan	Complete				Yes		Q1 EC1 EC4	55
2012	2012-69	PW	PW-G	Complete construction of Miccosukee ball fields	Complete				Yes		Q1 Q5 EC1 EC4	56
2012	2012-70	PW	PW-H	Continue to plan acquisition and development of a North East Park	Complete				Yes		Q1 EC1 EC4	57
2012	2012-71	PW	PW-I	Develop Apalachee Facility master plan to accommodate year-round events	In Progress				No		Q1 EC1 EC4	58
2012	2012-72	PW	PW-J	Continue to develop parks and greenways consistent with management plans including Okeeheepkee Prairie Park, Fred George Park and St. Marks Headwater Greenway	In Progress				No		Q1 Q5 EC1 EC4	59
2013	2013-21	PW	PW-M	In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields	In Progress				Yes		Q1 EC1	60
2014	2014-13	PW	PW-O	Further establish community partnerships for youth sports development programs	In Progress				Yes		Q4	61
2012	2012-33	Facilities	FA-C	Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative	Complete				Yes		Q1 EC1	62
2012	2012-34	Facilities	FA-D	Complete construction of Public Safety Complex	Complete				Yes		Q2 EC2	63
2012	2012-03	County Admin.	CA-A	Consolidate dispatch functions	Complete				Yes		Q2	64
2013	2013-12	Facilities	FA-E	Successfully open the Public Safety Complex	Complete				Yes		Q2	65
2014	2014-8	EMS	ЕМ-С	Continue to pursue funding for community paramedic telemedicine	Complete				Yes		Q1 Q2	66
2012	2012-30	EMS	ЕМ-В	Pursue funding for community paramedic telemedicine	Complete				Yes		Q2 Q3	67

Year	Initiative #	Lead	Entity - #	<u> </u>	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align	Plan Order
2012	2012-01	Animal Cntrl.	AC-A	Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership	Complete				Yes		Q2 Q3	68
2012	2012-02	Animal Cntrl.	AC-B	Participate in ASPCA ID ME Grant	Complete				Yes		Q2 Q3	69
2013	2013-17	HSCP	HS-D	Implement procedures for residents to take full advantage of the NACO Dental Card Program	Complete				Yes		Q3	70
2013	2013-01	County Admin.	CA-E	Consider establishing a Domestic Partnership Registry	Complete				Yes		Q3	71
2012	2012-55	PLACE	PL-F	Consider constructing Cascade Park amphitheatre, in partnership with KCCI	Complete				Yes		Q4 EC1 EC4	72
2012	2012-84	Tourism	TO-D	Consider programming Cascade Park Amphitheater	Complete				Yes		Q4 EC4	73
2014	2014-10	PLACE	PL-Q	Work with the City to celebrate the opening of Cascades Park	Complete				Yes		Q4	74
2012	2012-15	DSEM	DS-G	Develop unified special event permit process	Complete				Yes		Q4	75
2012	2012-35	Fin. Stw.	FS-A	Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA	Complete				Yes		Q4 EC4 G5	76
2012	2012-16	DSEM	DS-H	Consider property registration for abandoned real property	Complete				Yes		Q6	77
2012	2012-56		PL-G	Implement design studio	Complete				Yes		Q6 Q7	78
2012	2012-57	PLACE	PL-H	Implement visioning team	Complete				Yes		Q6 Q7	79
2012	2012-58	PLACE	PL-I	Develop performance level design standards for Activity Centers	Complete				Yes		Q6 Q7	80
2012	2012-59	PLACE	PL-J	Revise Historic Preservation District Designation Ordinance	Complete				Yes		Q6	81
2012	2012-60	PLACE	PL-K	Develop design standards requiring interconnectivity for pedestrians and non-vehicular access	Complete				Yes		Q6 Q7	82
2012	2012-61	PLACE	PL-L	Develop bike route system	Complete				Yes		Q7	83
2012	2012-62	PLACE	PL-M	Establish Bicycle & Pedestrian Advisory Committee	Complete				Yes		Q7	84
2013	2013-22	PW	PW-N	Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding	Complete				Yes		Q6 Q7	85
2013	2013-25	Tourism	ТО-Е	Expand, connect and promote "Trailahassee" and the regional trail system	Complete				Yes		Q1 Q5 EC1 EC4	86
2013	2013-19	PLACE	PL-O	Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters	Complete				Yes		Q7 EC1	87
2014	2014-11	PLACE	PL-R	Focus on improving Leon County's ranking as a bicycle friendly community	Complete				Yes		Q1 EC4	88
2013	2013-02	County Admin.	CA-F	Seek community involvement with the VIVA FLORIDA 500 Time Capsule	Complete				Yes		Q4	89
2014	2014-12	PLACE	PL-S	Institute as Sense of Place for the fairgrounds	In Progress				No		Q4 EC1 EC4	90
2012	2012-26		ED-G	Explore providing on Demand – Get Local videos	Complete				Yes		G1	91
2012	2012-7	Comm. & Media	CM-A	Explore posting URL on County vehicles	Complete				Yes		G1	92
2012	2012-38	HR	HR-A	Instill Core Practices through providing Customer Experience training for all County employees	Complete				Yes		G1	93

Wa	Latit at a s		Fortiles #	Otracta at a battle trace of Australia	01-1	Original Est. Date	Status of	Add Comments (Date Complete or if	Complete by December	Sales	A.P	Plan
	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions Instill Core Practices through revising employee orientation	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align	Order
2012	2012-39	HR	HR-B	process	Complete				Yes		G1	94
2012	2012-40	HR	HR-C	Instill Core Practices through revising employee evaluation processes	Complete				Yes		G1	95
2012	2012-04	County Admin.	СА-В	Conduct LEADS Reviews	Complete				Yes		G2	96
2012	2012-05	County Admin.	CA-C	Develop and update Strategic Plans	Complete				Yes		G2	97
2013	2013-03	County Admin.	CA-G	Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies	Complete				Yes		<b>G</b> 5	98
2012	2012-17	DSEM		Develop process by which public may electronically file legal documents related to development review and permitting	Complete				Yes		G2	99
2012	2012-41	HR	HR-D	Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self service	Complete				Yes		G2	100
2012	2012-18	DSEM	DS-J	Investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive County permits via the internet	Complete				Yes		G2 EN4	101
2012	2012-36	Fin. Stw.	FS-B	Institute financial self-service module, document management, and expanded web-based capabilities in Banner system	Complete				Yes		G2 EN4	102
2013	2013-04	County Admin.	СА-Н	Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments	Complete				Yes		<b>G</b> 5	103
2013	2013-08	County Admin.	CA-L	Periodically convene community leadership meetings to discuss opportunities for improvement	Complete				Yes		G5	104
2012	2012-19	DSEM	DS-K	Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects	Complete				Yes		G2	105
2012	2012-06	County Admin.	CA-D	Develop and offer Citizens Engagement Series	Complete				Yes		G3	106
2013	2013-05	County Admin.	CA-I	Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept	Complete				Yes		G3	107
2014	2014-2	County Admin.	CA-N	Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with Village Square, which would be renewable after one year	Complete				Yes		EC1, EC4	108
2013	2013-9	Comm. & Media	СМ-С	Expand opportunities for increased media and citizen outreach to promote Leon County	Complete				Yes		G1, G3	109
2012	2012-8	Comm 9	СМ-В	Develop and provide Virtual Town Hall meeting (one time event for 2012; not continued for 2013)	Complete				Yes		G3	110
2012	2012-42		HR-E	Evaluate options for value-based benefit design	Complete				Yes		G4	111
2012	2012-43	HR	HR-F	Revise employee awards and recognition program	Complete				Yes		G4	112
2012	2012-44	HR	HR-G	Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees	In Progress				No		<b>G</b> 4	113

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align	Plan Order
2012	2012-73		PW-K	Pursue Public Works' American Public Works Association (APWA) accreditation	In Progress	(rioliono)	710110110	Doiay Car Doi Coay	No	Tux	G4 G1	114
2012	2012-37	Fin. Stw.	FS-C	Revise program performance evaluation and benchmarking	Complete				Yes		G5	115
2013	2013-13	Facilities	FA-F	Identify opportunities whereby vacant, underutilized County- owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens	Complete				Yes		<b>G</b> 5	116
2013	2013-14	Fin. Stw.	FS-D	Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs)	Complete				Yes		G5	117
2014	2014-14	PW	PW-P	Create a capital projects priority list for the fifth-cent gas tax (program)	Complete				Yes		G5 EC1	118
2014	2014-3	County Admin.	CA-N	Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility	In Progress				No		EC1 EC4	119
2013	2013-06	County Admin.	CA-J	Pursue expansion for whistleblower notification	Complete				Yes		G1	120
2012	2012-27	EDBP	ED-H	Institute Grants Team	Complete				Yes		G5	121
2012	2012-28	EDBP	ED-I	Develop and institute an integrated grant application structure	Complete				Yes		G5	122
2013	2013-15	Fin. Stw.	FS-E	Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors	Complete				Yes		G5	123
2013	2013-07	County Admin.	СА-К	Pursue Sister County relationships with Prince George's County Maryland and Montgomery County, Maryland	Complete				Yes		G2	124

						Original		Add Comments (Date	Complete by		
						Est. Date	Status of	Complete or if	December	Sales	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
2012	2012-01	Animal Cntrl.	AC-A	Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership	Complete				Yes		Q2 Q3
				Approval of Proposed Agreement		09/2011	Action Completed	Initial annual agreement approved 9/13/11; agreement effective 1/12/12. Second agreement approved 2/12/13; agreement effective 01/1/13 thru 12/31/13			
2012	2012-02	Animal Cntrl.	AC-B	Participate in ASPCA ID ME Grant	Complete				Yes		Q2 Q3
				Acceptance of Grant		02/2012	Action Completed	Accepted 02/14/12			
2012	2012-03	County Admin.	CA-A	Consolidate dispatch functions	Complete				Yes		Q2
				County, City and Sheriff agreed to create joint dispatch operation for public safety agencies		04/2006	Action Completed	April 2006			
				Public Safety Communications Board approved Owners' project requirements for a Public Safety Complex		08/2009	Action Completed				
				Clemons Rutherford Associates and Morris/Allen, a joint venture, commissioned to design the Public Safety Complex		11/2009	Action Completed	Selection approved 5/12/09; contract entered into 11/02/09			
				Ajax Building Corporation & Construction Support Southeast, a joint venture, commissioned to provide pre-construction and construction services for the Public Safety Complex		02/2010	Action Completed	Approved selection 10/09; contract entered into 02/02/10; first amendment 09/11/11			
				Approval of Amended Memorandum of Agreement, with City of Tallahassee and Leon County Sheriff, regarding establishment of the Public Safety Communications Board, providing for a termination date of December 31, 2012 (Contract period 11/03/11 to 12/31/12)		10/2011	Action Completed	Board approved 10/25/2011			
				Approve Interlocal Agreement, with the City of Tallahassee and Leon County Sheriff, for the Operational Consolidation of Dispatch		05/2012	Action Completed	Board approved 05/22/2012			
				Approval of Interlocal Agreement, with the City of Tallahassee and Leon County Sheriff, regarding telecommunications and technology infrastructure		07/2012	Action Completed	5/14/13 Agenda Item			
				Approval of Interlocal Agreement with the City of Tallahassee regarding the operations and maintenance of the Public Safety Complex (Joint Management and Use Agreement)		07/2012	Action Completed	5/14/13 Agenda Item			
				Additional Related Actions:							
				First Amendment to the Interlocal Agreement (Public Safety Dispatch Communications Agreement)				Entered into 10/4/12: Changed commencement date from 10/01/12 to 4/01/13; term remains 10 years.			
				Second Amendment to the Interlocal Agreement (Public Safety Dispatch Communications Agreement)				Entered into 3/27/13: Addressed concerns raised by FRS so City could be designated as administrator of FRS for Consolidated Dispatch Agency (CDA)			
				Third Amendment to the Interlocal Agreement (Public Safety Dispatch Communications Agreement)				5/14/13 Agenda Item: Addresses City and County responsibilities as it relates to technology needs for CDA			

						Original		Add Comments (Date	Complete by		. <u></u>
						Est. Date	Status of	Complete or if	December	Sales	l
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
				Consolidated Dispatch Agency fully operational				CDA became fully operational and a new 606-5800 number was announced 9/17/13			I
2012	2012-04	County Admin.	СА-В	Conduct LEADS Reviews	Complete				Yes		G2
				Approval and Ratification of Recommendations and Direction Provided During the August 23, 2011 Workshop on Performance & Community Relevance: County Administrator's Proposed Strategic Approach to Carryout the Board's Vision, Goals and Objectives		09/2011	Action Completed	Ratified 09/13/11			
				Approval of the FY 11/12 Board Retreat Agenda and the Process to Establish the Board's Vision and Strategic Priorities		10/2011	Action Completed	Approved 10/25/11			
				LEADS Review Handbook developed		01/2012	Action Completed	Distributed 01/12/12			
				Training Held		02/2012	Action Completed	02/02/12 and 02/08/12			<u> </u>
				LEADS Reviews Conducted		02/2012	Action Completed	27 LEADS Review meetings held in January and February, 2012			<u>I</u>
				Additional Related Actions:							
				LEADS Cross Departmental Action Team appointed to identify efficiencies and/or cost savings for the budget development process		05/2013	Action Completed	Team presented its final report to the Executive Team 5/30/2013, for consideration as part of the Executive Budget Hearings held 6/2013			
				LEADS Cross Departmental Action Team report recommendation presented to the Board		07/08/13	Action Completed	Included as part of the FY 2014 Budget Workshop			
				Conduct 2014 LEADS Reviews and Establish 2014 Cross Departmental Action Teams				Processes were repeated in preparation for the FY 2014/15 budget process			
2012	2012-05	County Admin.	CA-C	Develop and update Strategic Plans	Complete				Yes		G2
				Approval and Ratification of Recommendations and Direction Provided During the August 23, 2011 Workshop on Performance & Community Relevance: County Administrator's Proposed Strategic Approach to Carryout the Board's Vision, Goals and Objectives		09/2011	Action Completed	Ratified 09/13/11			
				Approval of the FY 11/12 Board Retreat Agenda and the Process to Establish the Board's Vision and Strategic Priorities		10/2011	Action Completed	Approved 10/25/11			
				Pre-Retreat Meetings (October – December)		12/2011	Action Completed	Individual meetings held Oct-Dec 2012			
				Board Retreat		12/2011	Action Completed	Held 12/12/11			
				Ratification of Board Actions Taken at the December 12, 2011 Board Retreat (including initial FY 2012 and FY 2013 Strategic Plan)		12/2011	Action Completed	Ratified 12/13/11			
				Approval of Strategic Initiatives for FY 2012 and FY 2013 (including updated Strategic Plan FY 2012 and FY 2013)		02/2012	Action Completed	Approved 02/28/12			<u> </u>

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Acceptance of Work Area's Draft Strategic Plans		05/2012	Action Completed	Approved 5/22/12 (Budget Workshop)			
				Approval of Strategic Plan Update, as part of the 2012 Board Retreat		12/2012	Action Completed	Update report provided as part of the Board Retreat materials			
				Additional Related Actions:							
				FY 2012 - FY 2016 Strategic Plan revised 01/21/14							
2012	2012-06	County Admin.	CA-D	Develop and offer Citizens Engagement Series	Complete				Yes		G3
				Approval and Ratification of Recommendations and Direction Provided During the August 23, 2011 Workshop on Performance & Community Relevance: County Administrator's Proposed Strategic Approach to Carryout the Board's Vision, Goals and Objectives		09/2011	Action Completed	Ratified 09/13/11			
				First of the 2012 series, Leon County Basics: Our Government, Our Community		01/2012	Action Completed	Held 01/16/12			
				Balancing Budgets and Exercising Fiscal Stewardship: Making Hard Choices in Challenging Times		03/2012	Action Completed	Held 03/15/12			
				Emergency Medical Services: Preserving Life, Improving Health, Promoting Safety		05/2012	Action Completed	Held 05/31/12			
				Remainder of 2012 Series: More Than Books: Leon County Library Services On the Frontline: Leon County Solid Waste – Where does all that stuff go?		Summer/ Fall 2012	Action Completed	Library (A Love of Reading, a Life of Learning) - Held 08/30/12; Solid Waste - Held 10/18/12			
				Tourist Development: Leon County Tourism Work\$: Attracting Visitors, Creating Jobs		01/2013	Action Completed	Held 1/31/13			
				Creating and Sustaining This Special Place: Visioning, Planning, and Developing our Future (Planning & DSEM)		04/2013	Action Completed	Held 6/20/13			
2013	2013-01	County Admin.	CA-E	Consider establishing a Domestic Partnership Registry	Complete				Yes		Q3
				Ratify new 2013 Strategic Initiative to consider establishing a Domestic Partnership Registry (DPR)		01/2013	Action Completed	1/29/13 agenda item			
				Board authorization to schedule a Public Hearing to consider Ordinance establishing a DPR		02/2013	Action Completed	2/12/13 agenda item			
				Conduct the Public Hearing to consider a proposed Ordinance to establish a DPR		03/2013	Action Completed	3/12/13 agenda item (Public Hearing)			
				Prepare requisite affidavits to enter into, amend, and terminate a DPR		03/2013	Action Completed	Prepared; submitted to the Clerk's office; posted online (completed 3/21/13)			
				Prepare a FAQ regarding the DPR and website presence		03/2013	Action Completed	Prepared; submitted to the Clerk's office; posted online (completed 3/21/13)			
				Domestic Partnership Registry opens		05/2013	Action Completed	Opened 5/1/213			
2013	2013-02	County Admin.	CA-F	Seek community involvement with the VIVA FLORIDA 500 Time Capsule	Complete				Yes		Q4
				Ratify new 2013 Strategic Initiative to seek community involvement with the Viva Florida 500 Time Capsule		01/2013	Action Completed	1/29/13 agenda item			
				Consideration of enabling Resolution to establish the Leon County Viva Florida 500 Time Capsule Committee		01/2013	Action Completed	1/29/13 agenda item			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Viva Florida 500 Time Capsule Committee Report approved by the Board		10/2013	Action Completed	10/8/13 agenda item; time capsule sealing ceremony held 10/25/13 at the Leon County Courthouse			
2013	2013-03	County Admin.	CA-G	Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies	Complete				Yes		G5
				Ratify new 2013 Strategic Initiative to convene periodic Chairman's meetings		01/2013	Action Completed	1/29/13 agenda item			
				Initial meeting		02/2013	Action Completed	Meeting held			
2013	2013-04	County Admin.	СА-Н	Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments	Complete				Yes		G5
				Ratify new 2013 Strategic Initiative to consider options to gain continuity of Commissioners' representation on committees		01/2013	Action Completed	1/29/13 agenda item			
				Agenda item for the Board's consideration of options		04/2013	Action Completed	Revised Policy No. 11-2 adopted 4/23/13			
2013	2013 2013-05	County Admin.	CA-I	Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept	Complete				Yes		G3
				Ratify new 2013 Strategic Initiative to identify the next version of "Citizens Engagement"		01/2013	Action Completed	1/29/13 agenda item			
				Approval of the December 2013 Board Retreat Agenda, including plans to discuss the next version of Citizens Engagement at the retreat		09/2013	Action Completed	09/24/13 agenda item			
				Identify proposal for the next version of Citizen Engagement		12/2013	Action Completed	Included as part of the 12/09/13 Board retreat (refer to Strategic Initiative 2014-2)			
2013	2013-06	County Admin.	CA-J	Pursue expansion for whistleblower notification	Complete				Yes		G1
				Ratify new 2013 Strategic Initiative to pursue expansion for whistleblower notification		01/2013	Action Completed	1/29/13 agenda item			
				Add notification information to County's website		05/2013	Action Completed	Committee established, met and provided input. 3rd draft developed; finalized			
2013	2013-07	County Admin.	CA-K	Pursue Sister County relationships with Prince George's County Maryland and Montgomery County, Maryland	Complete				Yes		G2
				Ratify new 2013 Strategic Initiative regarding Sister County relationships		01/2013	Action Completed	1/29/13 agenda item			
				Agenda item with recommendations for the Board's consideration		02/2013	Action Completed	2/26/13 agenda item			
2013	2013-08	County Admin.	CA-L	Periodically convene community leadership meetings to discuss opportunities for improvement	Complete				Yes		G5
				Ratify new 2013 Strategic Initiative regarding community leadership meetings		01/2013	Action Completed	1/29/13 agenda item			
				Agenda item with recommendations for the Board's consideration		10/2013	Action Completed	10/29/13 agenda item			

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Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
2014	2014-1	County Admin.	CA-M	Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration	In Progress				No	ST	EC1, EC4
				Provided direction at the workshop to review the Sales Tax Committee's Final Report and consider the continuation of the Local Government Infrastructure Surtax, specifically including \$20 million for construction of a convention center in the Madison Mile Convention District		02/2014	Action Completed				
				Ratification of workshop item		02/2014	Action Completed				
				Agenda item for the Board's consideration on the County's financial and programming roles and participation.		04/2014	Action Completed				
				Intergovernmental Agency meeting to finalize sales tax projects		04/2014	Action Completed				
				Agenda item for the CRA's consideration to reallocate the one cent of bed taxes currently dedicated to the performing arts center. Based on the Board's direction from April 8th, this may include operational support for the proposed convention center.		04/2014	Action Completed	CRA agenda item completed and presented in April; issue is ongoing; further direction is pending.			
				Finalize ballot language for the 2014 general election		TBD	Action Completed	Sales Tax extension approved 11/04/14 by 65% of the voters.			
				FSU President Select John Thrasher to attend the 2014 Board Retreat			Action Completed	The Board extended an invitation for John Thrasher to attend the Retreat and he has accepted.			
2014	2014-2	County Admin.	CA-N	Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with Village Square, which would be renewable after one year	Complete				Yes		EC1, EC4
				Agenda item to approve a partnership with The Village Square, including establishing and funding the Club of Honest Citizens program		02/2014	Action Completed				
2014	2014-3	County Admin.	CA-N	Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility	In Progress				No		EC1 EC4
				Release Solicitation for the Provision of Medical Examiner Facility in Exchange for Conveyance of Leon County Property		05/2014	Action Completed	Released ITN 05/07/14			
				Replies Opening Date		08/2014		Opening Date 08/12/14			
				Anticipated Decision by Board in Approving and Awarding Agreement		06/2015					
2012	2012-7	Comm. & Media	CM-A	Explore posting URL on County vehicles	Complete				Yes		G1
				If pursued, seek funding as part of the FY 2014 budget process, if necessary		05/2013	Action Completed	Design completed; funding source identified; being installed			
2012	2012-8	Comm. & Media	СМ-В	Develop and provide Virtual Town Hall meeting (one time event for 2012; not continued for 2013)	Complete				Yes		G3

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Board directed staff to prepare agenda item		11/2011	Action Completed	Requested during 11/15/11 meeting			
				Approved scheduling virtual town hall meeting for June 5, 2012		04/2012	Action Completed	Scheduling approved 04/10/12			
				Approval of virtual town hall meeting agenda		05/2012	Action Completed	Agenda approved 05/08/12			
				Hold virtual town hall meeting		06/2012	Action Completed	Held 06/05/12			
2013	2013-9	Comm. & Media	CM-C	Expand opportunities for increased media and citizen outreach to promote Leon County	Complete				Yes		G1, G3
				Prepared budget discussion item and will respond in accordance with Board direction to include \$32,170 in increased funding for community outreach in the FY 2014 Budget to support expanded social media efforts through a dedicated part-time OPS		07/2013	Action Completed	Consideration of Diversifying and Enhancing Community Outreach Methods / Media and the Fiscal Impacts, approved as part of the FY 2014 Budget Workshop, and ratified 7/9/13			
2012	2012-9	DSEM	DS-A	Consider policy to continue suspension of fees for environmental permit extensions	Complete				Yes		EC2
				Provide Informational consent agenda item to the Board regarding Legislative action that suspends fees for environmental permit extensions for 2012		05/2012	Action Completed	Approved 06/26/12			
2012	2012-10	DSEM	DS-B	Develop Countywide Minimum Environmental Standards	Complete				Yes		EN1 EN2
				Draft Ordinance for Board adoption at Public Hearing		05/2012	Action Completed	Approved 05/08/12			
2012	2012-11	DSEM	DS-C	Develop minimum natural area and habitat management plan guidelines	Complete				Yes		EN1 EN2
				No further Board action		N/A	Action Completed				
				Develop guidelines		06/2012	Action Completed	Guidelines finalized 6/2012			
				Distribute guidelines to staff and to the general public		07/2012	Action Completed	Guidelines posted on the Department's webpage 7/2012			
2012	2012-12	DSEM	DS-D	Integrate low impact development (LID) practices into development review process	Complete				Yes		EN1 EN2
				Present status report to the Board		N/A	Action Completed	A status report agenda item was presented to the Board on 3/12/13, requesting that the Board direct staff to draft an Ordinance to provide for LID standards and incentives.			
				Draft LID Ordinance		08/2012	Action Completed	Completed 10/28/13			
				Engage the community to obtain feedback		09/2012	Action Completed				
				Board adoption of Ordinance		11/2012	Action Completed	First and Only Public Hearing to Consider Adoption of Proposed Ordinance to Establish Low Impact Development Standards and Incentives held 12/10/13			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
2012	2012-13	DSEM	DS-E	Update 100-year floodplain data in GIS based on site-specific analysis received during the development review process	Complete				Yes		EN1 EN2
				No further Board action		N/A	Action Completed				
				Coordinate with County GIS		06/2012	Action Completed	Being implemented on a case-by-case basis. Still coordinating with GIS to develop consistent procedures.			
				Pesent Status Report to the Board				December 10, 2013 Status Report update presented to the Board.			
				Finalize procedures and implement		07/2012	Action Completed				
2012	2012-14	DSEM	DS-F	Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes	Complete				Yes		EN1 EN2 G2
				Present status report		06/2012	Action Completed	Vested single family lots have been determined to be exempted from having to provide closed basin volume control standards onsite. The Board accepted a status report regarding this exemption on 8/28/12.			
2012	2012-15	DSEM	DS-G	Develop unified special event permit process	Complete				Yes		Q4
				Present agenda item to the Board regarding new unified application and application process		08/2012	Action Completed	Board approved 8/28/12			
2012	2012-16	DSEM	DS-H	Consider property registration for abandoned real property	Complete				Yes		Q6
				Request to schedule a Public Hearing to consider an Ordinance to require property registration for abandoned real property		11/2012	Action Completed	An agenda item was presented to the Board on 2/12/13 to request the Public Hearing to consider an Ordinance to require property registration for abandoned real property; services to be provided by in-house by staff.			
				First and only Public Hearing to consider adoption of proposed Ordinance to require property registration for abandoned real property  Additional Related Actions:		12/2012	Action Completed	Public Hearing conducted 3/12/13			
				County Attorney to provide the Board a report regarding the policy				Board direction 9/10/13 Board meeting			
2012	2012-17	DSEM	DS-I	Develop process by which public may electronically file legal documents related to development review and permitting	Complete				Yes		G2
				Approval of a Submitter License Agreement between Leon County and Simplifile, LLC		04/2012	Action Completed	Board approved 4/24/12; contract executed (#3796)			
				Coordination with other County agencies such as MIS, OMB and Finance to establish account numbers and track funds		04/2012	Action Completed	Completed 3/12			
				Coordinate with Simplifile to provide staff training		05/2012	Action Completed	Completed 5/23/12			

						Original		Add Comments (Date	Complete by	•	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Est. Date (Actions)	Status of Actions	Complete or if Delayed/Deleted)	December 2014?	Sales Tax	Align
2012	2012-18	DSEM	DS-J	Investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive County permits via the internet	Complete				Yes		G2 EN4
				No further Board action		N/A	Action Completed				
				Investigate with other permitting jurisdictions that offer web-based permitting to determine initiative viability, further research the Florida Building Code and statutory requirements for legality of possible implementation strategies		09/2012	Action Completed	Investigations completed in July 2012; determined that the initiative could not be implemented as proposed.			
				Provide memorandum to the Board regarding the results of the investigation		06/2012	Action Completed	Memorandum provided to the Board on 08/06/12			
2012	2012-19	DSEM	DS-K	Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects	Complete				Yes		G2
				Coordinate with Human Resources for "on-call" pay procedures		06/2012	Action Completed	Procedures established pursuant to Sec. 5.12 of the Human Resources Policies and Procedures Manual. Action completed 5/12.			
				DSEM division coordination and staff training regarding implementation procedures			Action Completed	Potential regulatory conflicts addressed when an amendment to the Noise Abatement Ordinance was adopted by the Board on 2/12/13			
				Submit proposal to the Board for approval		04/2013	Action Completed	On 4/9/13 the Board accepted a status report and approved a proposal to provide after-hours and weekend building inspections for certain types of construction projects			
2013	2013-10	DSEM	DS-L	Develop examples of acceptable standard solutions to expedite environmental permitting for new construction	Complete				Yes		EN1 EN2 G2
				Status Report on the application of stormwater standards to single-family lots under single ownership in closed basins			Action Completed	The current practice and policy requires that "DSEM not apply stormwater volume control standards to a vested single-family lot which is under one owner (whether the lot was the construction of a new residential dwelling unit, or the expansion of an existing residential dwelling unit), even if the property is located within a closed basin." The Board accepted a status report regarding this exemption on 8/28/12.			
2014	2014-4	DSEM	DS-M	Engage in a needs assessment for the Bradfordville Study Area	In Progress				No		EC1 Q6 Q7
				Establish a Bradfordville Sector Plan (BSP) citizen review committee		05/2014	Action on Track	Currently in process - anticipate completion by the end of May, 2014			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Conduct committee meetings to discuss proposed changes to BSP		08/2014		June - August 2014			
				Request public hearing(s) for consideration of amendments to BSP and Land Development Code (LDC)		09/2014		September 2014			
				Staff to request scheduling public hearings		12/2014		Anticipated for 12/09/14 Board Meeting			
				Conduct public hearing(s) on proposed amendments to BSP and LDC				Anticipated for January & February 2015			
2012	2012-20	EDBP	ED-A	Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee	Complete				Yes		EC1 G3 G5
				Appointed joint County/City Citizen Advisory Committee (Committee) on the sales tax extension, with Leon County serving as the lead staff		11/2011	Action Completed	Board approved 11/08/11			
				Request to schedule a workshop with the Board to prepare a workshop on the economic development component of the sales tax extension (per the Board's direction on April 26, 2011)		04/2012	Action Completed	Board approved 4/24/12			
				Board workshop on the economic development opportunities associated with the sales tax extension		06/2012	Action Completed	Workshop held 7/10/12; actions ratified 7/10/12			
				Consideration of refined County projects list for consideration by the Committee		09/2012	Action Completed	Presented 10/2012			
				Additional Related Actions:							
				Review of Committee's recommendation for utilization of sales tax extension funds				5/14/2013 Agenda Item extended completion date to 1/31/14; presentation date TBD			
				Board approved participation of Imagine Tallahassee in the sales tax extension process, with the support of County staff				2/12/13 Board meeting (refer to 2013-11, ED-J)			
				Consideration of setting referendum date for the sales tax extension				Sales Tax extension approved 11/04/14 by 65% of voters			
2012	2012-21	EDBP	ED-B	Evaluate start-up of small business lending guarantee program	Complete				Yes		EC2
				Approval to schedule a workshop to consider participating with the state and federal government in a small business loan guaranty program whereby the County and City would guarantee a portion of loans made by banks		01/2012	Action Completed	Approved 01/24/12			
				Board workshop on a small business lending guarantee program		02/2012	Action Completed	Workshop held 2/28/12. Awaiting City participation in program.			
				Ratification of Board actions taken at the workshop on a small business lending guarantee program		03/2012	Action Completed	Workshop actions ratified 3/13/12			
				Additional Related Actions:							
				Consideration of a budget discussion item on a small business lending guarantee program				Budget workshop held 7/09/12; ratified 7/10/12			
				Discussed at City's Financial Viability Target Issues Committee; referred back to City Staff. Request Chairman schedule for discussion at Mayor/Chair meeting.				3/12/13 Status Report/Agenda Item; Mayor/Chair meeting canceled; need to reschedule discussion			
2012	2012-22	EDBP	ED-C	Identify local regulations that may be modified to enhance business development	In Progress				No		EC2

						Original		Add Comments (Date	Complete by		
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Est. Date (Actions)	Status of Actions	Complete or if Delayed/Deleted)	December 2014?	Sales Tax	Align
				Ratification of the Board's actions taken at the 9/13/11 economic development workshop and the appointment of the Economic Development Regulatory Review (EDRR) LEADS Team		10/2011	Action Completed	Workshop held 9/13/11; actions ratified 10/11/11	20111		g
				Status report on the local regulations that may be modified to enhance business development		03/2013	Action Delayed	Anticipate completion in January 2015			
2012	2012-23	EDBP	ED-D	Implement Leon County 2012 Job Creation Plan	Complete				Yes		EC2
				Ratification of the Board's actions taken at the September 13, 2011 economic development workshop and the appointment of the Economic Development Regulatory Review (EDRR) LEADS Team		10/2011	Action Completed	Workshop held 09/13/11; actions ratified 10/11/11			
				Approval of the Leon County 2012 Job Creation Plan		03/2012	Action Completed	Approved 03/13/12			
				Status report on the Leon County 2012 Job Creation Plan		11/2012	Action Completed	Approved 1/29/13 and 9/24/13			
2012	2012-24	EDBP	ED-E	Implement strategies to support Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder's forum	Complete				Yes		EC2 EC3
				Prepare a stakeholders' forum to serve as a catalyst in harvesting commercialization and technology transfer opportunities		08/2012	Action Completed	On 4/24/12 the Board approved conducting a workshop on LCRDA for 12/11/12. Stakeholder forum held on 11/16/12.			
				Present Agenda Item		12/2012	Action Completed	Presented status report to the Board 1/29/13			
				Budget discussion item regarding urban incubator			Action Completed	Staff report accepted at 7/8/13 Budget Workshop, approved \$250,000 CIP, and directed staff to finalize structure and secure commitments from partner organizations. Ratified 7/9/13.			
				Proposed agreement with Domi Education to operate the Urban Incubator			Action Completed	Approved by the Board 10/29/13			
2012	2012-25	EDBP	ED-F	Evaluate competitive sports complex with the engagement of partners such as KCCI	Complete				Yes		EC4 Q1 Q4
				Request to schedule a joint meeting of the County and City Commissions following the Board's receipt of market analysis for the sports complex. The proposed meeting will include discussions on the market analysis, the proposed performing arts center, and opportunities for a convention center.		05/2012	Action Completed				
				Consideration of market analysis performed by Real Estate Insync on the proposed sports complex		06/2012	Action Completed	Feasibility Assessment Accepted by Board on 7/10/12 Agenda Item; and Assessment to be included in proposed 9/18/12 joint County/City Commission meeting			
				Joint meeting of the County and City Commissions to discuss the market analysis for the sports complex, the proposed performing arts center, and opportunities for a convention center		07/2012	Action Completed	CRA tabled the discussion of these projects at its 9/24/12 meeting.			

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Year 2012	Initiative #	Lead EDBP	Entity - #	Strategic Initiatives/Actions  Explore providing on Demand – Get Local videos	Status Complete	(Actions)	Actions	Delayed/Deleted)	2014? Yes	Tax	Align G1
2012	2012-20	EDDF	ED-G	No further Board action - staff will further pursue adding video	Complete				162		Gi
				content to Comcast On-Demand highlighting the role of the County and EDC in economic development		01/2013	Action Completed	Pursued, however staff was unable to secure without cost to the County			
2012	2012-27	EDBP	ED-H	Institute Grants Team	Complete				Yes		G5
				No further Board action - staff will formalize a Grants Team from various County departments to help maximize funding opportunities		10/2012	Action Completed	The Grant Committee met for first time 10/19/12			
2012	2012-28	EDBP	ED-I	Develop and institute an integrated grant application structure	Complete				Yes		G5
				Approval of grants management software as part of Annual Budget		10/2012	Action Completed	Funding received; SOP module being developed			
2013	2013-11	EDBP	ED-J	Develop a proposed economic development component for the Sales Tax extension being considered	Complete				Yes	ST	EC1 G3 G5
				Request to schedule a workshop with the Board (per the Board's 4/16/11 direction)		04/2012	Action Completed	4/24/12 agenda item			
				Board Workshop on the Economic Development Portion of the Local Government Infrastructure Sales Surtax		07/2012	Action Completed	7/10/12 agenda item			
				Ratification of actions taken during the Board's 07/10/12 Workshop on the Economic Development Portion of the Local Government Infrastructure Sales Surtax		07/2012	Action Completed	7/10/12 agenda item			
				Enter into a Public/Private Partnership with Imagine Tallahassee for the utilization of staff resources to conduct a community visioning exercise and action plan for the economic development portion of the infrastructure sales tax plan		02/2013	Action Completed	2/12/13 agenda item			
				Present the Sales Tax Committee's recommendations to the Board		TBD	Action Completed	5/14/2013 Agenda Item extended completion date to 1/31/14; presentation date TBD (also refer to 2012-22, ED-A)			
				Consideration of setting referendum date for the sales tax extension		TBD	Action Completed	Sales Tax extension approved 11/04/14 by 65% of voters			
2014	2014-5	EDBP	ED-K	Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County	Complete				Yes	ST	EC1 G5
				Provided direction at the Workshop to Review the Sales Tax Committee's Final Report and Consider the Continuation of the Local Government Infrastructure Surtax – specifically moving the Lake Lafayette and West Pensacola projects to Tier I		02/2014	Action Completed				
				Ratification of workshop item		02/2014	Action Completed				
				Intergovernmental Agency meeting to finalize sales tax projects		04/2014	Action Completed	Approved by both Commissions on 04/22/14			
				Finalize ballot language for the 2014 general election		TBD	Action Completed	Sales Tax extension approved 11/04/14 by 65% of the voters			

						Original Est. Date	Status of	Add Comments (Date Complete or if	Complete by December	Sales	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
2014	2014-6	EDBP	ED-L	Ensure projects being considered for funding associated with the infrastructure Sales Tax extension address core infrastructure deficiencies in rural areas	Complete				Yes	ST	EC1 G5
				Provided direction at the Workshop to Review the Sales Tax Committee's Final Report and Consider the Continuation of the Local Government Infrastructure Surtax – specifically on an option to allocate 2% to support LIFE		02/2014	Action Completed				
				Ratification of workshop item included 2% for LIFE		02/2014	Action Completed				
				Intergovernmental Agency meeting to finalize sales tax projects		04/2014	Action Completed	Approved by both Commissions on 04/22/14			
				Finalize ballot language for the 2014 general election		TBD	Action Completed	Sales Tax extension approved 11/04/14 by 65% of the voters			
2014	2014-7	EDBP	ED-M	Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors	Complete				Yes	ST	EC2
				Budget discussion item seeking the Board's sponsorship of e- month related activities			Action Completed	Action completed for 2013 & 2014. Will continue into 2015			
2012	2012-29	EMS	EM-A	Consider policy to waive EMS fees for uninsured or underinsured veterans	Complete				Yes		EC5 Q3
				Adopt Proposed Policy		06/2012	Action Completed	Policy adopted 08/28/12			
2012	2012-30	EMS	ЕМ-В	Pursue funding for community paramedic telemedicine	Complete				Yes		Q2 Q3
				Performance & Community Relevance Workshop		08/2011	Action Completed	Held 8/23/11			
				Ratification of Board Actions Taken at Performance & Community Relevance Workshop		09/2011	Action Completed	Ratified 9/13/11			
				Acceptance of FY11/12 First Quarter Grant Program Leveraging Status Report		04/2012	Action Completed	Accepted 4/10/12			
				Acceptance of grant		07/2012	Delete Action	Health Innovation grant not awarded/funded. Robert Wood Johnson Foundation grant not awarded/funded.			
				Will continue to pursue if another source of funding is identified.				Other grant opportunities are being sought; will pursue if another funding source is identified			
2014	2014-8	EMS	EM-C	Continue to pursue funding for community paramedic telemedicine	Complete				Yes		Q1 Q2
				Approval of consulting agreement to provide assistance with approach and scope of the Community Paramedic program		05/2014					
				Authorize the acceptance of State of Florida EMS Matching grant to support Community Paramedic program		10/2014					
				Authorize the acceptance of awarded grants		Ongoing	Action Completed	Accepted \$57,735 DOH Grant and Status Report of Community Paramedic Program 9/2/14 Board Meeting.			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
2012	2012-31	Facilities	FA-A	Complete construction of Leon County Cooperative Extension net-zero energy building	Complete	(Autions)	Actions	DelayearDeletear	Yes	Tux	EN4
				Project complete		03/2012	Action Completed	Public notification retrofit completion 4/12			
				Grand opening and ribbon cutting		09/2012	Action Completed	The Grand Opening for the Sustainable Demonstration Center was conducted on 9/14/12			
2012	2012-32	Facilities	FA-B	Complete construction of the expanded Lake Jackson Branch Library and new community center	Complete				Yes		Q1 EC1 EC6
				Approval of agreement awarding bid		10/2011	Action Completed	Ram Construction awarded bid 10/25/11; contract executed (contract #3727)			
				Grand opening and ribbon cutting for the Community Center		Fall, 2012	Action Completed	The library and community center are both complete and operational. The Grand Opening and Ribbon Cutting for the Community Center occurred 2/21/13. Also refer to 2012-49, LI-A regarding library opening.			
2012	2012-33	Facilities	FA-C	Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative	Complete				Yes		Q1 EC1
				Approval of agreement awarding bid (Facilities)		10/2011	Action Completed	Ram Construction awarded bid 10/25/11; contract executed (contract #3727)			
				Staff held Huntington Oaks Plaza - Sense of Place Initiative – public workshop		04/2012	Action Completed	Public workshop held 4/16/12			
				Staff to submit a status report to the Board on the Huntington Oaks "Sense of Place" initiative, and seek approval to rename the Huntington Oaks Plaza to "Lake Jackson Town Center at Huntington"		04/2013	Action Completed	4/09/13 agenda item; renaming approved			
				Accepted the Lake Jackson Town Center at Huntington "Sense of Place" initiative, directed \$100,000 as part of the FY 2014 CIP program, followed by \$50,000 annually for plan implementation, and authorized coordination with potential partners such as the City and FDOT.		07/2013	Action Completed	Public Meeting conducted in 2/12; Library completed 7/12; Library opened 8/21/12; Administrator approved initial Sense of PLACE Initiatives for the Huntington Oaks Plaza 10/2012; Bids for site work approved by Board on 12/11/12; Improved facade, landscaping and pedestrian connections completed as of 5/13. The Huntington "Sense of Place" Initiative report and initial funding request was approved as part of the Board's 6/18/13 agenda. Implementation will be phased-in as funds are made available. Presentation made during the 7/9/13 Board meeting			
2012	2012-34	Facilities	FA-D	Complete construction of Public Safety Complex	Complete				Yes		Q2 EC2

Vasa	La Maria di La Maria		Fortillo #		01-1	Original Est. Date	Status of	Add Comments (Date Complete or if	Complete by December	Sales	<b>A11</b>
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions  Acceptance of Status Report	Status	(Actions) 03/2012	Actions Action	Delayed/Deleted) 3/13/12 Presentation to the Board	2014?	Tax	Align
				Approval as part of annual budget - operating expenses		10/2012	Action Completed	Operating budget was approved between City and County, with County's 50% share funded by the Board on 10/1/12			
				Contractor's Substantial Completion; Facilities Mgmt. in possession of facility, and City/County service contracts active		04/2013	Action Completed	Substantial completion achieved 5/20/13			
				Certificate of Occupancy; Contractor's final completion		05/2013	Action Completed	Final inspections and COFO 6/2013 for Public Safety Complex Main Building and EMS Logistics Building; completed under budget and on time			
2013	2013-12	Facilities	FA-E	Successfully open the Public Safety Complex	Complete				Yes		Q2
				Approval of Interlocal Agreements (Joint Management and Use; Telecommunications and Technology; and Consolidation of Public Safety Dispatch Communications)		N/A	Action Completed	Tracked under Strategic Initiative CA-A, consolidate dispatch functions			
				Advertise Operations Manager Position (HR)		03/2013	Action Completed	Position advertised; applications requested; open until filled			
				Recommendation and Approval of Operations Manager		04/2013	Action Completed				
				Operations Manager to commence work		05/2013	Action Completed				
				Additional Related Actions:							ı
				PSC opening ceremony held 7/11/13, and EMS Welcome Home celebration held 7/26/13			Action Completed				
2013	2013-13	Facilities	FA-F	Identify opportunities whereby vacant, underutilized County- owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens	Complete				Yes		G5
				Status report regarding County-owned real estate		01/2013	Action Completed	1/29/13 agenda item			
				Additional Related Actions:							
				Agenda Item seeking approval to schedule Public Hearing to adopt a resolution and approve a list of additional County-owned properties appropriate for affordable housing			Action Completed	6/18/13 agenda item to schedule 7/9/13 Public Hearing			
2012	2012-35	Fin. Stw.	FS-A	Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA	Complete				Yes		Q4 EC4 G5
				Present findings and recommendations to the Board		06/2012	Action Completed	COCA management review presented to the Board on 11/13/12. Issues concerning funding for Arts Exchange, in conjunction with County contracts with COCA, are under review by County and Clerk's internal auditor.			

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Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions Institute financial self-service module, document	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
2012	2012-36	Fin. Stw.	FS-B	management, and expanded web-based capabilities in Banner system	Complete				Yes		G2 EN4
				Address through the budget approval process		09/2012	Action Completed	Funding provided within limits for capital improvements to be carried out by MIS and other affected divisions as necessary			
2012	2012-37	Fin. Stw.	FS-C	Revise program performance evaluation and benchmarking	Complete				Yes		G5
				Address through the budget approval process		09/2012	Action Completed	Plans will be updated as part of the FY 2014 budget process			
				Presentation of the Annual Financial and Performance Report		12/2013	Action Completed	12/10/13 agenda item.			
2013	2013-14	Fin. Stw.	FS-D	Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs)	Complete				Yes		G5
				Request to schedule Stormwater workshop for 3/12, and Solid Waste workshop on 4/23		11/2012	Action Completed	11/13/12 agenda item			
				Consolidated workshops into one planned for 4/23/13 (will present studies conducted for the cost of providing solid waste and stormwater services, and the amount necessary to charge in order to eliminate the general revenue subsidy)			Action Completed	2/25/13 email			
				Workshop item will be scheduled regarding the necessary timelines to enact the five-cent gas tax		4/2013	Action Completed	4/23/13 workshop			
				Ratified actions taken during the 4/23/13 Workshop		04/2013	Action Completed	Ratified 4/23/13			
				Additional Related Actions:							
				Conduct Public Hearing (re: Stormwater Non-ad Valorem Assessment Fee, and Amending Solid Waste Ordinance)			Action Completed	Conducted 5/28/13 Public Hearing			
				First and Only Public Hearing Non-ad Valorem Assessment Roll for Solid Waste Disposal Services Assessment			Action Completed	9/10/13 - No change to Solid Waste Annual Disposal Service Charge			
				First and Only Public Hearing to Adopt the 2nd Local Option Fuel Tax (Five-Cent Gas Tax) Ordinance			Action Completed	Conducted 9/17/13 Public Hearing			
				Final Budget Approved			Action Completed	Second and Final Hearing for Adoption of FY14 Budget held 09/24/13			
2013	2013-15	Fin. Stw.	FS-E	Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors	Complete				Yes		<b>G</b> 5
				Request to schedule Public Hearing to Consider an Additional Homestead Exception of up to \$249,999 for Eligible Low-Income Senior Citizens who Own and have Lived in Homesteaded Property for 25 Years		01/2013	Action Completed				
				First and Only Public Hearing to Consider an Additional Homestead Exception of up to \$249,999 for Eligible Low-Income Senior Citizens who Own and have Lived in Homesteaded Property for 25 Years		02/2013	Action Completed				

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
2013	2013-16	Fin. Stw.	FS-F	Extend the term of Leon County's Local Preference Ordinance	Complete				Yes		EC7
				First and Only Public Hearing to Adopt and Ordinance Extending the Provision of the Local Preference Ordinance in Relation to Bidding of Construction Services for More Than \$250,000		01/2013	Action Completed	Public Hearing held 1/29/13			
2012	2012-38	HR	HR-A	Instill Core Practices through providing Customer Experience training for all County employees	Complete				Yes		G1
				No Further Board Action. Customer Experience training program currently being developed.		05/2012	Action Completed	The Customer Experience Training has been completed countywide to all county employees. Trainings conducted between 12/12 -2/13. Will conduct additional sessions annually in May, September and January.			
2012	2012-39	HR	HR-B	Instill Core Practices through revising employee orientation process	Complete				Yes		G1
				No Further Board Action. Components of Customer Experience training program and Leon LEADS to be incorporated into new employee orientation.		09/2012	Action Completed	New Employees are currently receiving Leon Leads Culture material at the time of hire. Leon LEADS values have been incorporated into the advertising and recruitment process as well as offer letters. Additionally, the County Administrator will personally present the Leon LEADS Culture during new employee orientation. A brief overview of the Customer Experience Training has also been incorporated into New Employee Orientation.			
2012	2012-40	HR	HR-C	Instill Core Practices through revising employee evaluation processes	Complete				Yes		G1
				No Further Board Action. Employee evaluation tool currently being updated to incorporate principles of Leon LEADS		10/2012	Action Completed	The revised Employee Evaluation has been developed and completed for Career Service and Senior Management employees and incorporates the Core Values and Core Practices of Leon LEADS. Employees received training on the new evaluation form during Customer Experience Training.			
2012	2012-41	HR	HR-D	Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self service	Complete				Yes		G2

						Original Est. Date	Status of	Add Comments (Date Complete or if	Complete by December	Sales	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
				No Further Board Action. Employee Self Service program is currently being enhanced to include electronic timesheets. E-Learning solutions being reviewed.		05/2012	Action Completed	Employees are using the Banner Self-Service (employee and manager), electronic paycheck stub, upgrades to Halogen E-appraisals and Position Control. The new E-timesheet system is currently being used by HR and MIS employees, with approximately 65% of employees utilizing by 12/2013, and remaining by 6/2014. E-recruitment and E-learning have been purchased and are being rolled out.			
				Approval in Annual Budget Process for Applicant Tracking		10/2012	Action	Applicant Tracking Software has been			
2012	2012-42	HR	HR-E	Software  Evaluate options for value-based benefit design	Complete		Completed	purchased.	Yes		G4
2012	2012-42	ПК	IIIE	Consideration of value based benefit design in health insurance program (to be discussed at Budget Workshop)	Complete	05/2012	Action Completed	Presented as part of the budget workshop held 07/09/12; actions ratified 07/10/12. Value Based Design for Health Insurance included in 2013 Plan Design.			04
2012	2012-43	HR	HR-F	Revise employee awards and recognition program	Complete				Yes		G4
				No Further Board Action. Incorporate Leon LEADS principles into awards and recognition program.		10/2012	Action Completed	Leon LEADS Core Values and Core Practices are currently being incorporated into Awards and Recognition Program. LEADS Award proposed as part of the FY 2014/15 Budget process.			
2012	2012-44	HR	HR-G	Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees	In Progress				No		G4
				No Further Board Action. Research new learning technologies available for providing leadership and supervisory training programs.		08/2012	Action Delayed	Staff has researched new learning technologies for supervisory and leadership training and is in the process of further developing this multi-year initiative.			
2012	2012-45	HSCP	HS-A	Hold "Operation Thank You!" celebration annually for veterans and service members	Complete				Yes		EC5
				County Commissioners passed a motion 7-0 to approve the proposed Operation Thank You event to honor the service of post-9/11 local armed forces members and veterans. The Board authorized and approved the associated Budget Amendment Request.		03/2012	Action Completed	Approved 3/13/12			
				No Further Board Action Required. Event scheduled for May 18, 2012.		05/2012	Action Completed	Operation Thank You event held 5/18/12			
				Additional Related Actions:							
				Operation Thank You - Vietnam-era Veterans			Action Completed	Welcome Home ceremony followed by breakfast served by Leon County Commissioners held 3/30/13			
				Welcome Home Veterans held at Westminster Oaks			Action Completed	Held 5/20/13			

						Original Est. Date	Status of	Add Comments (Date Complete or if	Complete by December	Sales	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
				Honoring WWII Veterans and Remembering the 70th Anniversary of D-Day			Action Completed	Held 6/06/2014			
2012	2012-46	HSCP	HS-B	Develop job search kiosk for veterans	Complete				Yes		EC5 EC6
				County Commissioners passed a motion 7-0 to authorize staff to proceed with the establishment of a Leon County Veterans Resource Center. The Board approved the Budget Amendment Request for the associated costs.		03/2012	Action Completed	Approved 3/13/12			
				Ceremonial ribbon cutting		06/2012	Action Completed	Held 7/11/12			
2012	2012-47	НЅСР	нs-c	Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans	Complete				Yes		EC5 EC6 Q3
				Consider funding during the budget process		09/2012	Action Completed	Board approved on 10/23/12			
				Agenda item to consider policy to allocate a portion of Direct Emergency Assistance funds to veterans		09/2012	Action Completed	Board approved on 10/23/12			
2013	2013-17	HSCP	HS-D	Implement procedures for residents to take full advantage of the NACO Dental Card Program	Complete				Yes		Q3
				Board approval of the NACO Dental Card Program		10/2012	Action Completed	10/09/12 agenda item			
				Program rollout		05/2013	Action Completed	Received marketing materials 06/2013; rolled out 07/13 (7/30/13 news release)			
2012	2012-48	Int. Det. Alt.	ID-A	Provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners	Complete				Yes		EC6 Q2
				No Further Board Action Required. Contract with private sector vendor for GPS Tracking and Electronic Monitoring Services effective October 1, 2011, and expires September 30, 2013.		10/2011	Action Completed	Contract with Sentinel Offender Services approved 9/13/11; effective 10/01/11 (contract # 3133A)			
2012	2012-49	Libraries	LI-A	Relocate library services into the expanded Lake Jackson Branch Library	Complete				Yes		Q1 EC1 EC6
				Relocate library services into the expanded Lake Jackson Branch Library		Summer 2012 (estimate)	Action Completed	Grand Opening held 8/21/12			
2012	2012-50	PLACE	PL-A	Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity	Complete				Yes		EC2
				Direct Staff to initiate text amendment to and develop program for future land use category changes		02/2013	Action Completed	9/24/13 agenda item. Board authorized staff to draft a Board-initiated Comprehensive Plan map amendment regarding revisions to future land uses eliminating areas from the Heavy Industrial Zoning Category, and to bring back a proposed ordinance to expand complementary uses in the Light Industrial (M-1) zoning district			
2012	2012-51	PLACE	PL-B	Consider policy to encourage redevelopment of vacant commercial properties	Complete				Yes		EC2

Year	Initiative #	Lead	Entity - #	Stratogia Initiativas/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Alian
Teal	initiative #	Leau		Strategic Initiatives/Actions  Board accepts status report.	Status	10/2012	Action Completed	Board accepted status report 5/14/13. All reasonable possible incentives for redeveloping vacant commercial properties are in effect at this time. Additional incentivization measures would either require subsidization of the projects (via funding or waivers of fees) or, in order to further expedite application reviews, increased staff levels. This conclusion is consistent with that of the City of Tallahassee's Growth Management Department, which underwent a similar "dark buildings" study.		Tax	Align
2012	2012-52	PLACE	PL-C	Consider mobility fee to replace concurrency management system	In Progress				No		EN1 EN2
				Discuss the issue with the Tallahassee Chamber of Commerce, with respect to impacts on the private sector				In progress. Coordination as needed based on feedback from the City and County. The City expects work to begin on this in the later part of 2014.			
				Determination as to whether to initiate a mobility fee program study		11/2012	Action Delayed	Action requires participation both the City and County. Coordination with the City is ongoing			
2012	2012-53	PLACE	PL-D	Promote concentrated commercial development in Woodville	Complete				Yes		EN1 EN2 Q5
				Present status report to the Board		11/2012	Action Completed	Staff has completed a study of options, with status report on 6/18/2013 Board meeting agenda. Further expansion of concentrated commercial development in Woodville is contingent upon the expansion of central sewer into Woodville, which has been presented as a proposed sales tax extension project (refer to Strategic Initiatives 2012-20 (ED-A) and 2012-63 (PW-A))			
2012	2012-54	PLACE	PL-E	Update Greenways Master Plan	Complete				Yes		Q1 EC1 EC4
				Presentation to Commission		08/2012	Action Completed	Mapping of improvements is complete. Public meetings in 1/2013 were combined with Bike Routes Plan outreach. Presentation to Board planned for 5/14/13.			
				Approve update		09/2012	Action Completed	Updated Tallahassee-Leon County Greenways Master Plan adopted by the Board 5/14/13			
2012	2012-55	PLACE	PL-F	Consider constructing Cascade Park amphitheatre, in partnership with KCCI	Complete				Yes		Q4 EC1 EC4

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Approve Amphitheatre management plan		11/2012	Action Completed	Approved by County 8/28/12; City seeks modification prior to its approval. City approved on 7/10/13 and Interlocal Agreement executed 7/11/12 and filed with the Clerk of Court on 8/13/13.			
2012	2012-56	PLACE	PL-G	Implement design studio	Complete				Yes		Q6 Q7
				No further Board action; DesignWorks studio in place and functioning		04/2012	Action Completed	Grand opening held 3/7/13			
2012	2012-57	PLACE	PL-H	Implement visioning team	Complete				Yes		Q6 Q7
				No further Board actions; staff has received appropriate direction and will implement by May 30, 2012		05/2012	Action Completed	Committee assembled; initial meeting held			
2012	2012-58	PLACE	PL-I	Develop performance level design standards for Activity Centers	Complete				Yes		Q6 Q7
				Status report to the Board.		05/2013	Action Delayed	Status report accepted by the Board 9/24/13			
2012	2012-59	PLACE	PL-J	Revise Historic Preservation District Designation Ordinance	Complete				Yes		Q6
				Proposed ordinance and approval to schedule a Public Hearing			Action Completed	Approved 2/26/13 Board meeting			
				Presentation to Board on proposed Ordinance		11/2012	Action Completed	Ordinance drafted and in review by DSEM and ARB. Planning Commission hearing 5/2013.			
				Approve revision to Ordinance		01/2013	Action Completed	First and only Public Hearing continued from 5/14/13 to 5/28/13; Public Hearing held and proposed Ordinance approved			
2012	2012-60	PLACE	PL-K	Develop design standards requiring interconnectivity for pedestrians and non-vehicular access	Complete				Yes		Q6 Q7
				Status report to the Board.		06/2013	Action Completed	Standards are in place, staff is reviewing effectiveness. Status report on Board's 6/18/13 meeting agenda. No further Board actions anticipated to be necessary subsequent to status report.			
2012	2012-61	PLACE	PL-L	Develop bike route system	Complete				Yes		Q7
				Direct staff to implement bike route system		03/2013	Action Completed	Community meeting held. Final data and graphics complete. Coordinated with TDC. Bike route system presented to and adopted by the Board on 5/14/13.			
2012	2012-62	PLACE	PL-M	Establish Bicycle & Pedestrian Advisory Committee	Complete				Yes		Q7
				No further Board action – staff has received appropriate direction and will implement by August 30, 2012		08/2012	Action Completed	Group assembled and initial meeting held.			
2013	2013-18	PLACE	PL-N	Develop solutions to promote sustainable growth inside the Lake Protection Zone	Complete				Yes		EN1 EN2 G2

						Original		Add Comments (Date	Complete by		
					_	Est. Date	Status of	Complete or if	December	Sales	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
				Initiate Comprehensive Plan amendments for properties along Timberlane Road (Cycle 2013-1)		02/2013	Action Completed	2/5/13 Planning Agency meeting; preliminary recommendation of amendment from "Lake Protection" to "Suburban" on expanded number of properties			
				Joint City-County Transmittal Public Hearing (Timberlane Road near Market District)		04/2013	Action Completed	Approved during 4/09/13 Joint City- County meeting (Timberlane Road near Market District)			
				Joint City-County Adoption Public Hearing (Timberlane Road near Market District)		05/2013	Action Completed	Approved during 5/28/13 Joint City- County meeting (Timberlane Road near Market District)			
				Determination by Board as to whether to initiate map amendment for North Monroe Street north of I-10		09/2013	Action Completed	Direction provided at 11/19/13 Workshop to initiative Comprehensive Plan amendments.			
2013	2013-19	PLACE	PL-O	Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters	Complete				Yes		Q7 EC1
				Coordinate with local Chambers of Commerce to get initial input on mobility fee study			Action Completed	Initial meeting scheduled as of 3/13; more in progress			
				Meet with FDOT to discuss mobility fee standards and develop agreed upon development standards. Include City/County Public Works, CRTPA, etc.			Action Completed	Initial City issues meeting held 2/13; more will be scheduled, and will expand to County meetings.			
				Planning staff begin attending CRTPA meetings			Action Completed	Initiated as of 3/13			
2014	2014-9	PLACE	PL-P	Support sector planning for the area surrounding Veterans Affairs' outpatient clinic	In Progress				Yes		EC1 Q6 Q7
				Board Acceptance of Report on Land Uses Associated with Veterans' Affairs Clinics a. Comparative review of other communities b. Recommendations for any needed local land use changes c. Initiation of any Comprehensive Plan or LDR Changes, if determined necessary by the report		08/2014	Action on Track	Set for 11/18/14 Board meeting. No LDR or Comp Plan changes are needed. The Status Report will result in the completion of this initiative.			
				Submission of any Comprehensive Plan or LDR Amendment Applications, if determined necessary		10/2014	Action on Track	Anticipate 11/18/14 Board meeting status report agenda item. No LDR or Comp Plan changes are needed. The Status Report will result in the completion of this initiative.			
2014	2014-10	PLACE	PL-Q	Work with the City to celebrate the opening of Cascades Park	Complete				Yes		Q4
				Officially opened with a trio of events: a dedication ceremony and Family Fun Night on Friday March 14 and Discover Cascades Day on Saturday March 15		03/2014	Action Completed				
2014	2014-11	PLACE	PL-R	Focus on improving Leon County's ranking as a bicycle friendly community	Complete				Yes		Q1 EC4

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
roa	madive #	Load	Littly	Update on Feedback from the Bicycle Friendly Community application	Otatus	06/2014	Action Completed	After many attempts, staff finally received feedback from the League of American Cyclists. Due to so many applications nationally, they have adjusted their ranking criteria (but did not make this readily apparent to the public). As a result, staff updated the previous strategy and presented an agenda item to the Board on July 8, 2014.	2014:	Tux	Aligh
				Approval of a plan to improve cycling in Leon County		09/2014	Action Completed	This action was completed with an 10/28/14 report to the Board.			
2014	2014-12	PLACE	PL-S	Institute as Sense of Place for the fairgrounds	In Progress				No		Q4 EC1 EC4
				Board acceptance of Fairgrounds Sense of Place Initiative		12/2014	Action Delayed	Consultant hired to perform an analysis of the best uses for the Fairground property. Report anticipated for early 2015.			
2012	2012-63	PW	PW-A	Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension	In Progress				No	ST	EN1 Q5
				Ratification of Board Actions Taken at the Workshop on Infrastructure Sales Tax Extension and Consideration of the Water and Sewer Master Plans		04/2011	Action Completed	Workshop held 4/12/11; and actions ratified 4/26/11.			
				Additional actions pending results of the Sales Tax Committee Recommendations		TBD	Action Completed	Refer to Strategic Initiative 2012-20 (ED-A). Sales Tax extension approved 11/04/14 by 65% of the voters.			
				Submitted for state funding for design of master lift station and force main			Action Completed				
2012	2012-64	PW	PW-B	Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report	Complete				Yes		EN1 EC4
				Request to Schedule a Workshop regarding Onsite Sewage Treatment and Disposal and Management Options Report		07/2012	Action Completed	Requested on 11/13/12			
				Conduct a Workshop regarding Onsite Sewage Treatment and Disposal and Management Options Report		09/2012	Action Completed	Workshop held on 1/29/13			
				Ratification of Board Actions Taken at the Workshop regarding Onsite Sewage Treatment and Disposal and Management Options Report		09/2012	Action Completed	Ratified on 2/12/13			
2012	2012-65	PW	PW-C	Evaluate and construct glass aggregate concrete sidewalk (deleted 2013)	Complete				Yes		EN4
				The Board tabled the issue during its 5/8/12 Board meeting.		TBD	Delete Action	Deleted at 2012 Board Retreat			
2012	2012-66	PW	PW-D	Explore the extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette	In Progress				No	ST	Q1 EC1 EC4
				Approval of Strategic Initiatives for FY 2012 and FY 2013		02/2012	Action Completed	Approved 2/28/12			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Additional actions pending results of the Sales Tax Committee Recommendations		TBD	Action Completed	Refer to Strategic Initiative 2012-20 (ED-A). Sales Tax extension approved 11/04/14 by 65% of the voters.			
2012	2012-67	PW	PW-E	Develop Miccosukee Greenway Management Plan	Complete				Yes		Q1 EC1 EC4
				Established the Citizens Advisory Committee		08/2010	Action Completed	Resolution adopted 08/17/10			
				Acceptance of a Status Report on the Work of the Miccosukee Canopy Road Greenway Citizens Advisory Committee and the Draft Land Management Plan		02/2012	Action Completed	Accepted 2/14/12			
				Approval of Final Miccosukee Canopy Road Greenway Land Management Plan for Submittal to the Florida Department of Environmental Protection's Office of Greenways and Trails		08/2012	Action Completed	Board accepted 8/28/12; Acquisition and Restoration Council (ARC) approved 4/19/13			
2012	2012-68	PW	PW-F	Develop Alford Greenway Management Plan	Complete				Yes		Q1 EC1 EC4
				Established the Citizens Advisory Committee		08/2010	Action Completed	Resolution adopted 8/17/10			
				Acceptance of a Status Report on the Work of the J.R. Alford Greenway Citizens Advisory Committee and the Draft Land Management Plan		08/2012	Action Completed	Accepted 10/23/12			
				Approval of Final J.R. Alford Greenway Land Management Plan for Submittal to the Florida Department of Environmental Protection's Office of Greenways and Trails		12/2012	Action Completed	Board accepted 5/14/13; submitted to Acquisition and Restoration Council (ARC), and on ARC's 12/13/13 agenda for final review and approval			
2012	2012-69	PW	PW-G	Complete construction of Miccosukee ball fields	Complete				Yes		Q1 Q5 EC1 EC4
				Approval as Part of the Annual Budget		10/2012	Action Completed	Planned for FY2013 construction per 7/09/12 budget workshop			
				Approval of Agreement Awarding Bid for Field Construction and Renovations		04/2013	Action Completed	Bid Delayed until 4/13. Intended bid award issued 6/10/13. Bid awarded to, and agreement approved with, Advon Corporation on 7/9/13. Construction has not commenced due to a conservation easement issue that is being addressed with the School Board. Anticipate resolution in December, with construction resuming soon thereafter. Construction will continue until after 12/2013, but no additional Board action anticipated.			
2012	2012-70	PW	PW-H	Continue to plan acquisition and development of a North East Park	Complete				Yes		Q1 EC1 EC4
				Consideration of Purchase of Celebration Baptist Church Property		01/2012	Action Completed	Authorized to enter into an option contract 1/24/11			
				Acceptance of a Status Report Regarding the Acquisition of the Celebration Baptist Church Property for Development of a North East Park		05/2012	Action Completed	Authorized to execute Purchase and Sale Agreement			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Land Acquisition (second of three payments) - Approval as Part of the Annual Budget		10/2012	Action Completed	Land acquisition funded in the FY2013 budget. Development costs were presented to the Sales Tax Committee per Board direction.			
				Land Acquisition (third of three payments) - Approval as Part of the Annual Budget		10/2013	Action Completed	Approved as part of the FY2014 budget; final payment made 10/2/2013 and closing completed 10/3/2013. Project development continues to be addressed through the Sales Tax Committee.			
2012	2012-71	PW	PW-I	Develop Apalachee Facility master plan to accommodate year-round events	In Progress				No		Q1 EC1 EC4
				Approval as Part of the Annual Budget		10/2012	Action Completed				
				Apply with FDEP for regulatory closure of the Solid Waste facility		Summer 2014	Action on Track	(Resource Stewardship)			
				Receive FDEP approval for regulator closure of the Solid Waste facility		Spring 2015	Action on Track	(Resource Stewardship)			
				Master Plan developed for Board consideration		Spring 2016	Action on Track	(Public Works)			
2012	2012-72	PW	PW-J	Continue to develop parks and greenways consistent with management plans including Okeeheepkee Prairie Park, Fred George Park and St. Marks Headwater Greenway	In Progress				No		Q1 Q5 EC1 EC4
				Sitting as part of the IA, the Board will be asked to consider allocating Blueprint funds for construction of trailheads, trails and other amenities at the Fred George Greenway and St. Marks Headwater Greenway		06/2012	Action Completed	Funding transfer was effectuated immediately			
				Approval of Agreement Awarding Bid for Boardwalk and Parking Facilities Construction at the Okeeheepkee Prairie Park (for construction to begin in 2013)		12/2012	Action Delayed	Date for action is 8/2013. Grant-funded Lakeside Drive project is using this site for a staging area. This construction needs to be completed before the park project can begin. Second public hearing held 10/23/14. Construction plans will be modified in response to public input. No boardwalk will be constructed. Final permitting hearing scheduled for 11/12/14. Bid to be awarded in February 2015. Construction to commence March 2015, with completion anticipated for 09/2015.			
				Approval of Agreement Awarding Bid for Construction and Improvements at the Fred George Greenway		TBD		Award was delayed. The bid is in progress and should be awarded in December 2014. Construction should begin in January 2015.			
				Approval of Agreement Awarding Bid for Construction and Improvements at the St. Marks Headwater Greenway		TBD		In scope negotiations with consultant for design and permitting.			
2012	2012-73	PW	PW-K	Pursue Public Works' American Public Works Association (APWA) accreditation	In Progress				No		G4 G1

						Original		Add Comments (Date	Complete by		
	"			20. 1. 1. 1. 1. 1. 1. 1. 1. 1.	0	Est. Date	Status of	Complete or if	December	Sales	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
				No Board action required in this two year strategic plan period. Public Works will be going through the self-assessment process.		TBD		Staff has initiated the first step in the accreditation process, self-assessment. This step is expected to take at least 1 to 2 years to complete.			
2013	2013-20	PW	PW-L	Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County	In Progress				No	ST	EN1
				Ratification of Board Actions Taken at the Workshop on Infrastructure Sales Tax Extension and Consideration of the Water and Sewer Master Plans		04/2011	Action Completed	Workshop held 4/12/11 and actions ratified 4/26/11.			
				Request to schedule a workshop regarding options to reduce nitrate load to Wakulla Springs from septic systems, where central sewer is not available		11/2012	Action Completed	11/13/12 agenda item			
				Conduct workshop regard options to reduce nitrate load to Wakulla Springs from septic systems, where central sewer is not available		1/2013	Action Completed	1/29/13 Board workshop			
				Ratify actions taken at workshop, including continued pursuit of proposed sales tax extension project #10, Woodville Water Quality, and amendment of the Code of Laws to establish AWT nitrogen standard for new construction within the Primary Springs Protection Zone (PSPZ)		2/2013	Action Completed	2/12/13 agenda item			
				Seek approval to schedule Public Hearing on proposed Ordinance to amend the Code of Laws to establish AWT nitrogen standard for new construction within the PSPZ		02/2014	Action Delayed				
				Conduct Public Hearing on proposed Ordinance to amend the Code of Laws to establish AWT nitrogen standard for new construction within the PSPZ		04/2014	Action Delayed				
				Present the Sales Tax Committee's recommendations to the Board		TBD	Action Completed	Refer to Strategic Initiative 2012-20 (ED-A)			
				Consideration of setting referendum date for the sales tax extension		TBD	Action Completed	Refer to Strategic Initiative 2012-20 (ED-A). Sales Tax extension approved by 65% of voters.			
				Received FDEP grant to design Woodville Heights			Action Completed				
2013	2013-21	PW	PW-M	In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields	In Progress				Yes		Q1 EC1
				Convene a meeting of community baseball representatives/leadership, including City management staff		08/2013	Action Delayed				
				Present status report to Board regarding the meeting and obtain Board direction on further actions		09/2013	Action Delayed				
2013	2013-22	PW	PW-N	Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding	Complete				Yes		Q6 Q7
				Agenda request to schedule a workshop on sidewalk policy, priorities and funding options		1/2013	Action Completed	01/29/13 agenda item			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Conduct workshop		4/2013	Action Completed	4/9/13 Workshop conducted			
				Ratify actions taken during the workshop		5/2013	Action Completed	Action ratified 5/14/13			
2014	2014-13	PW	PW-O	Further establish community partnerships for youth sports development programs	In Progress				Yes		Q4
				Status Report on Partnership with Community Baseball League		04/2014	Action Completed				
				Adoption of License Agreement with Community Baseball League for Use of J. Lewis Hall Park Baseball Field and Volunteer Services Supporting the County's Little League Program		05/2014	Action Completed	License agreement approved by the Board 7/8/14.			
2014	2014-14	PW	PW-P	Create a capital projects priority list for the fifth-cent gas tax (program)	Complete				Yes		G5 EC1
				Agenda item on programming for the first 2 years, FY14-15		01/2014	Action Completed				
				Future programming to be provided via the CIP budget process		Ongoing					
2012	2012-74	Res. Stw.	RS-A	Pursue opportunities to fully implement a commercial and residential PACE program	Complete				Yes		EN2 EN3 EN4
				First and only Public Hearing to consider adoption of ordinance (residential)		07/2010	Action Completed	Adopted Ordinance creating and enacting the Energy Improvement District on 4/13/10. Ordinance was amended on 7/13/10.			
				Ceremonial program kick-off (residential)		07/2010	Action Completed	Kickoff ceremony 7/14/10			
				Authorization to institute litigation against FHFA		09/2010	Action Completed	Authorized to institute litigation concerning PACE Financing Program 9/21/10			
				Adopt Resolution in support of PACE		08/2011	Action Completed	Resolution adopted 8/23/11			
				First and only Public Hearing amending ordinance (commercial)		02/2012	Action Completed	Amended Ordinance with respect to its application to commercial properties 2/14/12			
				Acceptance of Status Report (commercial)		08/2012	Action Completed	8/28/12 agenda item			
		_		Approval of proposed program (commercial)		10/2012	Action Completed	10/26/2012 agenda item provided approval to issue third-party RFP			
				Acceptance of litigation status report (residential)		01/2013	Action Completed	Agenda item to Board. RFP to solicit 3rd party admin. for commercial PACE being developed. Residential PACE no longer being pursued.			

						Original		Add Comments (Date	Complete by		
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Est. Date (Actions)	Status of Actions	Complete or if Delayed/Deleted)	December 2014?	Sales Tax	Align
764.		2000	Zintty "	Agenda item to award contract for Commercial Property Clean Energy (PACE) Administrator	Status	05/2013	Action Completed	RFP issued, with a 4/25/13 closing date. Agenda item seeking authorization to negotiate and execute a contract for 3rd party admin. for commercial PACE on 6/18/13 agenda (Ygreene Energy Fund to act as the Third-Party Administrator for Leon County Energy Improvement District Commercial PACE Program). See also 9/10/13 meeting follow-up.		Tur	, mgn
2012	2012-75	Res. Stw.	RS-B	Consider policy for supporting new and existing community gardens on County property and throughout the County	Complete				Yes		EN3 Q5 EC6
				Adopt proposed policy		06/2012	Action Completed	Adopted 6/12/12.			
				First Public Hearing to amend Chapter 10, Article VI, Leon County Code of Laws, "Community Gardens"		10/2012	Action Completed	It has been determined by the County Attorney's Office that the Code needs to be amended. Activity being led by DSEM. Amendment is administrative in nature and not substantial. Hearing held 11/13/12.			
				Second Public Hearing to amend Chapter 10, Article VI, Leon County Code of Laws, "Community Gardens"		11/2012	Action Completed	Hearing held 12/11/12.			
2012	2012-76	Res. Stw.	RS-C	Develop energy reduction master plan	Complete				No		EN4 G5
				Acceptance of master plan status report		02/2013	Action Completed	Plans to develop will be phased in during 2014. Completed 4/22/14 Board meeting. Status report, include master plan, was accepted.			
2012	2012-77	Res. Stw.	RS-D	Further develop clean - green fleet initiatives, including compressed natural gas	Complete	N/A			Yes		EN4
				Adopt proposed policy		04/2012	Action Completed	Adopted 04/24/12			
2012	2012-78	Res. Stw.	RS-E	Evaluate Waste Composition Study	Complete				Yes		EN4
				Board workshop to provide staff direction on developing strategies to reach 75% recycling goal and other solid waste issues		07/2012	Action Completed	7/09/12 Budget Workshop; actions ratified 7/10/12			
2012	2012-79	Res. Stw.	RS-F	Identify alternative disposal options	Complete				Yes		EN4
				Authorize hiring of a consultant to conduct a Waste Alternatives study		12/2011	Action Completed	12/13/11 Agenda Item #24			
				Board workshop to provide staff direction on developing strategies to reach 75% recycling goal and other solid waste issues		07/2012	Action Completed	7/09/12 Budget Workshop; actions ratified 7/10/12			
2012	2012-80	Res. Stw.	RS-G	Explore renewable energy opportunities at Solid Waste Management Facility	Complete				Yes		EN4
				Board workshop to provide staff direction on developing strategies to reach 75% recycling goal and other solid waste issues		07/2012	Action Completed	7/09/12 Budget Workshop; actions ratified 7/10/12			
2013	2013-23	Res. Stw.	RS-H	Expand the community gardens program	Complete				Yes		EN3 Q5 EC6

						Original Est. Date	Status of	Add Comments (Date Complete or if	Complete by December	Sales	
Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	(Actions)	Actions	Delayed/Deleted)	2014?	Tax	Align
				Status report on the County Community Garden Program, and adoption of Revised Policy No. 12-2, Community Garden Policy		01/2013	Action Completed	1/29/13 agenda item			
				Status report regarding County-owned real estate		01/2013	Action Completed	1/29/13 agenda item increased the number of properties suitable for community gardens			
2013	2013-24	Res. Stw.	RS-I	Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling	Complete				Yes		EN4
				Award bid to Government Services Group to conduct a Solid Waste Assessment Study		6/2012	Action Completed	6/26/12 agenda item			
				Request to Schedule a Workshop on Solid Waste Non-ad Valorem Assessments for April 23, 2013		11/2012	Action Completed	11/13/12 agenda item			
				Approval to issue an ITB for an exclusive franchise to provide waste collection services in the unincorporated area of Leon County		12/2012	Action Completed	12/11/12 agenda item			
				Approval of a 2nd Amendment to the Agreement with Waste Management, Inc. for solid waste hauling and disposal services		12/2012	Action Completed	12/11/12 agenda item			
				Approval to issue a RFP for operation of transfer station services		12/2012	Action Completed	12/11/12 agenda item			
				Authorization to negotiate contract with successful bidder for exclusive franchise to provide waste collection services in unincorporated Leon County		2/2013	Action Completed	2/12/13 agenda item (authorization to negotiate with Waste Pro)			
				Status report of the issuance of a RFP for operation of transfer station services		2/2013	Action Completed	2/12/2013 agenda item			
				Workshop on solid waste assessment, collection service level, and request to schedule a public hearing on uniform method of collection		4/2013	Action Completed	Workshop held 4/23/13			
				Ratification of actions taken during the Solid Waste workshop		4/2013	Action Completed	Actions ratified 4/23/13			
				Public hearing regarding intent to utilize uniform method of collection		5/2013	Action Completed	Public Hearing to held 5/28/13 (staff directed to develop user fee for Rural Waste Service Centers; universal collection not required)			
				Request to schedule a public hearing for 6/25/13 to adopt solid waste assessment roll, certify roll to Tax Collector, and to adopt rate study; and mailing of first class letter		5/2013	Action Completed	Public Hearing held 5/28/13			
				Public hearing to adopt solid waste assessment roll, certify roll to Tax Collector, and to adopt rate study		5/2013	Action Completed	Public Hearing held 5/28/13			
2012	2012-81	Tourism	TO-A	Support VIVA FLORIDA 500	Complete				Yes		EC4
				Approval as part of Annual Budget		10/2012	Action Completed	Funded as part of FY2013 budget			
2012	2012-82	Tourism	то-в	Develop Capital Cuisine Restaurant Week	Complete		A 11		Yes		EC4
				Approval as part of Annual Budget		10/2011	Action Completed	Held May 2012			
				Approval as part of Annual Budget		10/2012	Action Completed	Funded as part of FY2013 budget. Event held 5/16-5/28/13.			
2012	2012-83	Tourism	TO-C	Support Choose Tallahassee initiative	Complete				Yes		EC4

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions	Status	Original Est. Date (Actions)	Status of Actions	Add Comments (Date Complete or if Delayed/Deleted)	Complete by December 2014?	Sales Tax	Align
				Approval of Funding Request (FY2012)		01/2012	Action Completed	Approved 1/24/12			
				Approval as part of Annual Budget		10/2012	Action Completed	Funded as part of FY2013 budget			
2012	2012-84	Tourism	TO-D	Consider programming Cascade Park Amphitheater	Complete				Yes		Q4 EC4
				Approval of Interlocal Agreement with City		08/12	Action Completed	Approved by County 8/28/12; City seeks modification prior to its approval. Anticipate coming back to the Board 4/13.			
				Approval of Interlocal Agreement with Amendments Requested by the City		10/2012	Action Completed	Waiting on presentation of noise study to Myers Park residents and possible noise abatement enhancements. Noise study has been completed and presented to the neighborhood association.			
				Approval of Funding Request (if necessary)		TBD	Action Completed	Funding for program management is included in the FY2013/14 tentative budget			
				Approval by the IA to move forward with the Amphitheater and Cascade Park Completions, with additional BluePrint 2000 Funding		02/2013	Action Completed	Approved 2/25/13			
				Proposed revised Interlocal to the IA		06/2013	Action Completed	Anticipated 6/19/13			
				Proposed revised Interlocal to the City and County Commissions		07/2013	Action Completed	Approval of Interlocal Agreement and Enabling Resolution Creating STAGE Advisory Committee 7/09/13			
				Status report to the Board on the Amphitheater Concerts			Action Completed	July 8, 2014 Status Report presented to the Board			
2013	2013-25	Tourism	то-Е	Expand, connect and promote "Trailahassee" and the regional trail system	Complete				Yes		Q1 Q5 EC1 EC4
				Incorporate and emphasize trail connectivity in the County's recommended projects to be considered by the Sales Tax Committee		06/2012	Action Completed				
				Approve \$250,000 for the improvements to the Apalachee Regional Park Trail and Cross Country Course		07/2012	Action Completed				
				Present the County's recommended projects to the Sales Tax Committee		10/2012	Action Completed				
				Accept status report and approve budget amendment request of \$35,000 to create Trailahassee.com website and brand		01/2013	Action Completed				
				Select consultant to perform Capital City to the Sea Trails Master Plan and PD&E		01/2013	Action Completed	CRTPA			
				Approve scope of services for the Capital City to the Sea Trails Master Plan and PD&E Authorize CRTPA Executive Director to administer contract with Kimley-Horn and Associates		03/2013	Action Completed	Adopted by CRTPA on 3/25/13 and executed 3/26/13			
				Update Greenways Master Plan		05/2013	Action Completed	Updated Tallahassee-Leon County Greenways Master Plan adopted 5/14/13			

Year	Initiative #	Lead	Entity - #	Strategic Initiatives/Actions "Trailahassee" online presence	Status	Original Est. Date (Actions)	Status of Actions Action Completed	Add Comments (Date Complete or if Delayed/Deleted)  News release issued 10/2/13	Complete by December 2014?	Sales Tax	Align
2014	2014-15	Tourism	TO-F	Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park	Complete				Yes		EC4 Q1
				The bid for the national championship was completed and submitted to the NCAA but was not awarded to FSU/Leon County. However, FSU was awarded an NCAA southeast regional championship in both 2014 and 2016. In addition, Tourism Development is working with FAMU to secure a 3-year contract that would award the MEAC championship to Leon County beginning in 2014.		N/A	N/A				
				Develop a 3-5 year capital improvement plan to provide for a substantial water sources, additional restrooms, concession facility or designated food truck area, sports media and operations facility, additional fiber optic cable, paving the full entrance road.		07/2014	Action Completed	Parks and Recreation 5-year CIP fir the Apalachee Regional Park follows:  FY 15: \$150,000 (planning/siting and adding fiber optic cable) FY 16: \$250,000 (design and permitting for the provision of a water source and restroom facility) FY 17: \$600,000 (construction of water infrastructure and restroom facility) FY 18: \$200,000 (bank money for entrance road construction) FY 19: \$500,000 (entrance road and stormwater capture construction)			