

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

**Tuesday, October 8, 2013
3:00 P.M.**

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

COUNTY COMMISSIONERS

Nick Maddox, Chairman
At-Large

Bill Proctor
District 1

Jane Sauls
District 2

John Dailey
District 3



Kristin Dozier, Vice Chair
District 5

Bryan Desloge
District 4

Mary Ann Lindley
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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

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

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

Board of County Commissioners
Leon County, Florida
Agenda

Regular Public Meeting
Tuesday, October 8, 2013, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Jane Sauls

AWARDS AND PRESENTATIONS

- Proclamation for Charles Evans Recognizing his Accomplishments on Civil Rights in Our Community and Throughout the South
(Commissioner Mary Ann Lindley)
 - Presentation Regarding the Tallahassee-Leon County Commission on the Status of Women and Girls and the October 17, 2013 Women and the Workplace Summit
(Robin Hassler Thompson, Chair, Tallahassee-Leon County Commission on the Status of Women and Girls)
 - Proclamation Recognizing Beta Lambda Sigma Chapter of Phi Beta Sigma Fraternity, Inc., as “International Model Alumni Chapter of the Year”
(Chairman Nick Maddox)
1. Acceptance of Donation from Grant and Raymond Capelouto and the Capelouto Family to the LeRoy Collins Leon County Public Library in the Amount of \$10,000 for the Acquisition of Holocaust Education Materials
(County Administrator/Public Services/Library Services)

CONSENT

2. Authorization to Support the Sheriff’s Mounted Posse and Livestock Impoundment Facility Remaining at the Fairgrounds
(County Administrator/County Administration)
3. Authorization to Support the United States Special Operations Command Conducting Military Training within Leon County
(County Administrator/County Administration)
4. Approval of Payment of Bills and Vouchers Submitted for October 8, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 9 through October 28, 2013
(County Administrator/Financial Stewardship/Office of Management & Budget)
5. Approval of Modification Number 7 to the Community Development Block Grant Disaster Recovery Agreement with the Florida Department of Economic Opportunity
(County Administrator/Financial Stewardship/Grants)
6. Approval to Renew the Agreement Between Leon County and the State of Florida Department of Health for the Provision of Public Health Services for FY 2013/14
(County Administrator/Human Services & Community Partnerships/Primary Health)

7. Approval to Renew the Agreement Between Leon County and Apalachee Center, Inc. for Provision of State-Mandated Baker Act and Marchman Act Services for FY 2013/14
(County Administrator/Human Services & Community Partnerships/Veterans Services)
8. Acceptance of a Conservation Easement from the Alban Stewart, Sr. Estate for the Florida Department of Transportation Regional Stormwater Management Facility Tree Protection
(County Administrator/Public Works & Community Development/DSEM/Environmental Services)
9. Acceptance of a Conservation Easement from the BLRD13, LLC for the Preserve at Buck Lake Type A Subdivision
(County Administrator/Public Works & Community Development/DSEM/Environmental Services)
10. Approval to Award Bid to Jimmie Crowder Excavating & Land Clearing, Inc. in the Amount of \$3,075 to Demolish and Remove Dilapidated Structure and Miscellaneous Debris in Accordance with Public Nuisance and Abatement Ordinance
(County Administrator/Public Works & Community Development/DSEM/Environmental Services)
11. Adoption of Solid Waste Rate Resolution
(County Administrator/Resource Stewardship/Solid Waste)
12. Approval of Agreements with DISC Village and the Domestic Violence Coordinating Council and Approval of Allocation of Funds for the Public Safety Coordination Council's FY 2014 Initiatives
(County Administrator/Intervention and Detention Alternatives)
13. Approval of the Plat of Velda Oaks Subdivision for Recording in the Public Records and Approval and Acceptance of the Performance Agreement and Performance Bond
(County Administrator/Public Works & Community Development/Public Works/Engineering Services)
14. Approval of Access Easement for Douglas Jones and Stephani P. Jones
(County Attorney)
15. Request to Schedule a First and Only Public Hearing on a Proposed Ordinance Amending Chapter 11, Establishing a New Article XXIV, Entitled "Refueling Assistance for Persons with Disabilities" for Tuesday, October 29, 2013 at 6:00 p.m.
(County Attorney)

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

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

GENERAL BUSINESS

16. Acceptance of the 2013 Leon County Annual Report
(County Administrator)
17. Acceptance of Final Report from the Viva Florida Time Capsule Committee
(County Administrator/County Administration)
18. Approval of Agreement Awarding Bid to Advon in the Amount of \$309,940 for the Construction of Phase II of the Miccosukee Greenway Trail
(County Administrator/Public Works & Community Development/Public Works/Parks & Recreation)
19. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of \$609,270 for the Construction of the Lauder Pond Improvements
(County Administrator/ Public Works & Community Development/Public Works/Engineering Services)
20. Acceptance of Status Report on Cascades Park Amphitheater Sound Testing
(County Administrator/Public Works & Community Development/PLACE)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

21. Joint City/County First and Only Public Hearing on Cycle 2013-1 Comprehensive Plan Amendment for Woodville Rural Community Expansion *(Continued from May 28, 2013 Joint City/County Adoption Hearing)*
(County Administrator/Public Works & Community Development/PLACE/Planning)
22. First and Only Public Hearing on Adoption of the Comprehensive Plan Capital Improvements Schedule Annual Update
(County Administrator/Public Works & Community Development/PLACE/Planning)
23. First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 12, Article II, Entitled "Noise Control" to Extend the Hours of Operation for Outdoor Events on Property Designated "Activity Center" and to Allow Construction-Related Noise on Sundays
(County Attorney)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Florida Department of Agriculture and Consumer Services, Florida Forest Service FY 2012-13 Annual Report for Fire Control and Forestry Assistance Activities in Leon County
- Capital Region Community Development District – Record of Proceedings for the August 8, 2013 Workshop and Regular Meeting
- Leon County Sheriff's Office Annual Inspection for Compliance With all Applicable Florida Model Jail Standards

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, October 29, 2013 at 300 p.m.*

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

2013

JANUARY

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DECEMBER

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PUBLIC NOTICE

2013 Tentative Schedule

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

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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
October 2013	<u>Tuesday 8</u>	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	First and Only Public Hearing on Cycle 2013-1 Comprehensive Plan Amendment for Woodville Rural Community Expansion (<i>Continued from May 28, 2013 Joint City/County Adoption Hearing</i>)
			<u>First and Only Public Hearing on Adoption of the Capital Improvements Schedule Annual Update</u>
			First and Only Public Hearing to Consider the Adoption of an Ordinance Amending Chapter 12, Article II of the Code of Laws of Leon County, Florida Entitled "Noise Control"
	Monday 21	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Retreat Canceled
		<u>1:30 p.m.</u>	Community Redevelopment Agency (CRA) Meeting City Commission Chambers
	<u>Tuesday 29</u>	1:00 – 3:00 p.m.	Workshop on the Consideration of Tourism Funds Dedicated to the Florida Center for Performing Arts
		3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>First and Only Public hearing on a Proposed Ordinance Amending Chapter 11, Establishing a New Article XXIV, Entitled "Refueling Assistance for Persons with Disabilities"</u>
November 2013	Monday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 12 – Thursday 14	County Commissioner Workshops	Hilton, Daytona Beach Volusia County
	Wednesday 13 – Friday 15	FAC Legislative Conference	Hilton, Daytona Beach Volusia County
	<u>Tuesday 19</u>	3:00 p.m.	Reorganization of the Board Regular Meeting
	Monday 25	11:00 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
		1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Thursday 28	Offices Closed	THANKSGIVING DAY
	Friday 29	Offices Closed	FRIDAY AFTER THANKSGIVING DAY

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
December 2013	Monday 9	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 10	1:30 – 3:00 p.m.	Workshop on 2014 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting
	Wednesday 11	2:30 p.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 24	No Meeting	BOARD RECESS
	Wednesday 25	Offices Closed	CHRISTMAS DAY
January 2014	Wednesday 1	Offices Closed	NEW YEAR'S DAY

Citizen Committees, Boards, and Authorities 2013 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (4 appointments)

A member who represents employers within the jurisdiction.

A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

A member who represents essential services personnel, as defined in the local housing assistance plan

EXPIRATIONS

Adjustment and Appeals Board

Tallahassee City Commission (1 appointment)

Architectural Review Board

Tallahassee City Commission (2 appointments)

Canopy Roads Citizens Committee

Tallahassee City Commission (1 appointment)

Enterprise Zone Agency Development (EZDA) Board of Commissioners

Tallahassee City Commission (1 appointment)

Science Advisory Committee

Tallahassee City Commission (1 appointment)

JUNE 30, 2013

Adjustment and Appeals Board

Tallahassee City Commission (2 appointments)

AUGUST 31, 2013

Canopy Roads Citizens Committee

Tallahassee City Commission (1 appointment)

SEPTEMBER 30, 2013

Council on Culture & Arts

Board of County Commissioners (1 appointment)

Research and Development Authority at Innovation Park

Florida A & M (1 appointment)

Tallahassee Community College (1 appointment)

OCTOBER 31, 2013

Canopy Roads Citizens Committee

Board of County Commissioners (2 appointments)

Tourist Development Council

Board of County Commissioners (1 appointment)

DECEMBER 31, 2013

Human Services Grants Review Committee

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

Library Advisory Board

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

Tallahassee/Leon County Cultural Plan Review Committee

Board of County Commissioners (4 appointments)
Capital City Chamber of Commerce (1 appointment)
Economic Development Council (1 appointment)
Greater Tallahassee Chamber of Commerce (1 appointment)
KCCI (1 appointment)
Leadership Tallahassee (1 appointment)
Tallahassee City Commission (4 appointments)

JANUARY 31, 2014

Leon County Sales Tax Committee

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of \$10,000 Donation to the Leon County Library from Grant and Raymond Capelouto and the Capelouto Family for the Acquisition of Holocaust Education Materials

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Cay Hohmeister, Director, Library Services Don A. Lanham, AICP, Grants Program Coordinator

Fiscal Impact:

This item has a fiscal impact. Grant and Raymond Capelouto and the Capelouto Family are donating \$10,000 to be used to acquire Holocaust education materials. A Resolution and associated Budget Amendment Request is needed to establish a grant account.

Staff Recommendation:

Option #1: Accept the \$10,000 donation to the Leon County LeRoy Collins Public Library from Grant and Raymond Capelouto and the Capelouto Family for the acquisition of Holocaust Education Materials.

Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #1).

Report and Discussion

Background:

In March 2013, Barbara Goldstein of the Holocaust Education Resource Council contacted Leon County on behalf of Raymond and Grant Capelouto. The Capelouto brothers wish to donate \$10,000 to the Library for the purchase of materials to inform and educate Leon County library users about the Holocaust and enhance the County's Holocaust Collection.

Plans for this donation were made in subsequent meetings with Ms. Goldstein, Raymond and Grant Capelouto, and the Leon County Library Director Cay Hohmeister. This generous donation will make it possible for the library to make available a wide variety of materials about the Holocaust in both adult and children's areas.

Analysis:

The Capelouto \$10,000 donation will be spent over a period of several years, to ensure the quality and depth of materials purchased. Print and video materials will be purchased for both children and adults. Materials purchased with this donation will enhance and enrich the Library's materials about the Holocaust. Materials will be cataloged and added to the Library's collections at the Leon County LeRoy Collins Main Library and the six branch libraries.

Each item purchased will be identified with a bookplate reading "Capelouto Family Holocaust Collection, LeRoy Collins Leon County Public Library System." Additionally, the items will be identified in the online catalog so that a search of "Capelouto Family Holocaust Collection" will yield all items purchased with this donation.

The Capelouto family wishes to commemorate the 75th anniversary of Kristallnacht (a series of coordinated attacks against Jews throughout Nazi Germany and parts of Austria in 1938), which is November 9, 2013. The Holocaust Education Resource Council and the Library are planning a program about Kristallnacht on November 7, 2013 at 7:00 p.m. at the Main Library. At this program, the first 100 items purchased with the donation will be displayed and available for checkout. After the program, these materials will be publicized in special displays throughout the libraries.

Options:

1. Accept the \$10,000 donation to the Leon County LeRoy Collins Public Library from Grant and Raymond Capelouto and the Capelouto Family for the acquisition of Holocaust education materials.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #1).
3. Do not accept the \$10,000 donation to the Leon County LeRoy Collins Public Library from Grant and Raymond Capelouto and the Capelouto Family for the acquisition of Holocaust education materials.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. Resolution and associated Budget Amendment Request

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2013/2014; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 8th day of October, 2013.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

BUDGET AMENDMENT REQUEST

Date: 9/30/2013

10/8/2013

County Administrator

Vincent S. Long

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	913024	366000	000	Capelouto donation	-	10,000	10,000
							-
							-
							-
							-
							-
							-
					Subtotal:	10,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	913024	56600	571	Books, publications & libr material	-	10,000	10,000
							-
							-
				Subtotal:		10,000	

Purpose of Request:

This BAR realizes a donation of \$10,000 made by Grant and Raymond Capelouto and the Capelouto family to the Leon County Public Library. The donation is to be used to purchase Holocaust education materials, with book plates that read "Capelouto Family Holocaust Collection" put in each book.

Group/Program Director

Scott Ross, Director, Office of Financial Stewardship

Administrator ☐

**Leon County
Board of County Commissioners**


Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Support the Sheriff's Mounted Posse and Livestock Impoundment Facility Remaining at the Fairgrounds

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	N/A
Lead Staff/ Project Team:	Alan Rosenzweig, Deputy County Administrator

Fiscal Impact:

This item does not have a fiscal impact. However, if the Leon County Sheriff is not able to remain at the Fairgrounds, the County will have to address the costs of relocating existing facilities related to the livestock impoundment area and mounted posse facilities.

Staff Recommendation:

Option #1: Authorize the County Administrator to send a letter of support to the North Florida Fair Association requesting the Sheriff's facilities, related to livestock impoundment and mounted posse, remain at the Fairgrounds.

Report and Discussion

Background:

The North Florida Fair Association has requested that the Leon County Sheriff vacate their Mounted Patrol Facility currently located at the Fairgrounds. The Sheriff has notified the County of this request and is seeking any action the County deems appropriate (Attachment #1).

Analysis:

The North Florida Fair Association currently leases the Fairgrounds property from the County for \$1.00 per year, terminating in 2067. In 1999, the Sheriff, the North Florida Fair Association, and the County entered into a Joint-Use Agreement for the purpose of the Sheriff maintaining a Mounted Posse Unit. Subsequently, the space was modified to include a livestock impoundment facility to temporarily keep impounded livestock that are found running at large and/or stray. Leon County funded the construction of the impoundment facility. As noted in the Sheriff's letter, if the Mounted Patrol Facility is relocated, this would leave the impoundment facility unattended, which would, potentially, also be required to be relocated. As outlined in the Sheriff's letter, there could be considerable expense associated with the relocation. According to Sheriff's staff, no reason has been provided for the Sheriff to vacate the premises.

Staff recommends that the Board authorize the County Administrator to send a letter to the North Florida Fair Association stating the County supports the Sheriff not being required to vacate the Fairgrounds property.

Options:

1. Authorize the County Administrator to send a letter of support to the North Florida Fair Association requesting the Sheriff's facilities related to livestock impoundment and mounted posse remain at the Fairgrounds.
2. Do not authorize the County Administrator to send a letter of support to the North Florida Fair Association requesting the Sheriff's facilities related to livestock impoundment and mounted posse remain at the Fairgrounds.
3. Board direction.

Recommendation:

Option # 1.

Attachment:

1. Letter from Sheriff's Office dated September 24, 2013



Sheriff **Larry Campbell**

Attachment #1
Page 1 of 3

LEON COUNTY SHERIFF'S OFFICE

September 24, 2013

Vincent S. Long
Leon County Administrator
301 South Monroe Street
Leon County Courthouse, 5th Floor
Tallahassee, Florida 32301

RE: North Florida Fair Association's Intent to Terminate Joint Use Agreement between Leon County Board of County Commissioners, Leon County Sheriff's Office and North Florida Fair Association

Dear Vince:

In September, 1999, the Leon County Board of County Commissioners, Leon County Sheriff's Office and North Florida Fair Association entered into a Joint Use Agreement wherein the Leon County Board of County Commissioners authorized the Sheriff's Office to use a portion of the fairgrounds property designated as Parcels "A" and "B" (Subject Property) as a mounted posse facility. By a letter dated May 22, 2013 (see attached), the North Florida Fair Association provided notice to me of its intent to terminate the Joint Use Agreement. Such termination would become effective 365 days after I received it (May 31, 2013). In other words, the Association has told me that within 365 days the Sheriff's Office shall vacate the Subject Property and remove all existing structures/fixtures. No reasoning for the termination was given.

The Subject Property has been used continuously since 1999. It has been used by the Sheriff's Office for such purposes as a mounted training facility; administrative offices for meetings and operational event planning; stable facility; and pasture. In addition, a livestock impoundment facility was constructed to temporarily keep impounded livestock that are found to be running at large and/or straying. Several years ago Leon County and the Sheriff's Office agreed that the Sheriff's Office would assume the responsibilities of capturing loose livestock and then impounding/keeping them until the owner could be found. Leon County funded the construction of the livestock impoundment facility and it is maintained by the Sheriff's Office. Should the Sheriff's Office vacate the Subject Property, Leon County's livestock impoundment facility would also need to be moved or would be left with no one to maintain it on a daily basis.

The current location of the mounted posse facility greatly improves the Sheriff's Office's ability to provide needed parking lot security at the High School football games held at Cox Stadium. Because the facility is adjacent to the stadium, our posse members are able to ride more often and for longer periods of time.



Post Office Box 727 ★ Tallahassee, Florida 32302-0727
Office Phone (850) 922-3300 ★ Jail Phone (850) 922-3500
Please visit us on the web at: www.leoncountysos.com



Posted at 6:00 p.m. on September 30, 2013

Vincent S. Long
September 24, 2013
Page 2 of 2

It is my desire **not** to vacate the Subject Property. The cost to the taxpayer will be substantial. Since Leon County owns the Subject Property, I am writing to ask for your assistance as you deem appropriate. This is a very important matter and I trust that a solution can be found without the need to going to such an expense and trouble.

Please do not hesitate to call me should you have any questions. Thank you.

Sincerely,



Larry Campbell
Sheriff

cc: Herb Thiele, County Attorney



441 Paul Russell Road • Tallahassee, Florida 32301-6996
Telephone (850) 878-3247 (878-FAIR) • FAX (850) 942-6950
Information Line (850) 671-8400
Email: info@northfloridafair.com

May 22, 2013

Sheriff Larry Campbell
Leon County Sheriff's Department
2825 Municipal Way
Tallahassee, FL 32304

Dear Sheriff Campbell,

As you may recall, a Joint Use Agreement between the North Florida Fair Association and the Leon County Sheriff's Office has been in existence since 1999. This agreement allows the use of North Florida Fair Association property by the Leon County Sheriff's Office for the purpose of maintaining a Mounted Patrol Facility. Item number 10 of that agreement grants either party an option to terminate said agreement with 365 days written notice.

The purpose of this letter is to serve as written notice that the North Florida Fair Association intends to exercise its option to terminate the Joint Use Agreement. The 365 day notice shall begin effective as of the receipt of this letter.

Sincerely,

Mark Harvey
Manager, North Florida Fair Association

cc: Vince Long, Leon County Administrator
Herb Thiele, Leon County Attorney
Leon County Board of Commissioners

RECEIVED
SHERIFF'S OFFICE
LEON COUNTY, FL
13 MAY 31 PM 12:21
LARRY CAMPBELL
SHERIFF


**Leon County
Board of County Commissioners
Notes for Agenda Item #3**

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Support the United States Special Operations Command
Conducting Military Training within Leon County

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	N/A
Lead Staff/ Project Team:	Alan Rosenzweig, Deputy County Administrator

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Authorize the County Administrator to send a letter of support inviting the United States Operations Command to conduct military training within Leon County (Attachment #1).

Report and Discussion

Background:

Leon County has received a request from the United States Special Operations Command to conduct military training within Leon County (Attachment #2).

Analysis:

The request from the United States Special Operations command is to conduct realistic military training exercises ("ISO Emerald Warrior 14") within Leon County, as reflected in Attachment #2:

Emerald Warrior is a Joint military and interagency (IA) exercise designed to better prepare our military forces to prosecute the global war on terrorism and assist our interagency partners in the protection of the United States from enemies foreign and domestic.

The activity will be conducted in phases between November 2013 and May 2014. The realistic military training (RMT) is training conducted outside of federally-owned property. The RMT process is designed to ensure proper coordination is conducted between the Department of Defense and local authorities. The activity is estimated to have a \$250,000 economic impact to the local economy through lodging, food, materials, etc.

Leon County provided a similar letter of support in October 2011 for a previous exercise.

Options:

1. Authorize the County Administrator to send a letter of support inviting the United States Operations Command to conduct military training within Leon County (Attachment #1)..
2. Do not authorize the County Administrator to send a letter of support inviting the United States Operations Command to conduct military training within Leon County.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Letter from County Administrator
2. United States Special Operations Command Presentation Request



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5300 www.leoncountyfl.gov

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District 5

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At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

October 9, 2013

Mr. Joseph Kruchas
RMT Operations Planner
Visual Awareness Technology and Consulting
United States Special Operations Command FMD/JCT
MacDill, FL 33621

Dear Sir:

On the behalf of Leon County, Florida, you and the men of the United States Special Operations Command are hereby cordially invited to conduct military training ISO Emerald Warrior 14 within our jurisdiction from 15-22 November 2013, 13-24 January 2014, and April 2 – May 2014.

I fully understand from Mr. Kruchas' materials that this training will involve ground and mobility operations, which may include the use of helicopters and fixed wing aircraft. I further understand and appreciate that this training has been coordinated through and approved by local law enforcement agencies, including the Leon County Sheriff's Office, Leon County Emergency Management Services, Tallahassee Police Department, Tallahassee Fire Department and other first responders, as well as all affected property owners.

Leon County is pleased to support United States Special Operations Forces as they develop the techniques and tactics necessary to defend United States interests around the globe. Please do not hesitate to contact me if I can be of further assistance.

Sincerely,

Vincent S. Long
County Administrator

"People Focused. Performance Driven."



**UNITED STATES SPECIAL OPERATIONS COMMAND
&
AIR FORCE
SPECIAL OPERATIONS COMMAND**

**Request to Conduct Realistic Military Training (RMT)
ISO EMERALD WARRIOR 14**

**Presented by Mr Joe Kruchas
USSOCOM Exercise Planner**



Purpose

Commander, USSOCOM FMD/ JCT seeks written invitation/approval from local officials to execute a military Realistic Military Training (RMT) concept within your jurisdiction in support of joint military exercise EMERALD WARRIOR-14 (EW 14).



What is EMERALD WARRIOR

- **EMERALD WARRIOR is a Joint military and interagency (IA) exercise designed to better prepare our military forces to prosecute the global war on terrorism and assist our interagency partners in the protection of the United States from enemies foreign and domestic.**
- **EW 14 will be conducted in three phases:**
 - **SOC SOUTH GA13 15-22 November 2013**
 - **NSWG4 RA Exercise 13-24 January 2014**
 - **EW 14 21 April – 2 May 2014**
- **Participants:**
 - **Army**
 - **Navy**
 - **Air Force**
 - **DEA**
 - **Diplomatic Security Service**
 - **Department of Homeland Security**
 - **Marines**
- **Calhoun, Gulf, Franklin, Jackson, Leon, Liberty, Gadsden Counties**
- **Apalachicola, Blountstown, Tallahassee and Panama City**



Emerald Warrior 14 Environment





What is RMT

- **Realistic Military Training (RMT) is training conducted outside of federally owned property. The RMT process is designed to ensure proper coordination is conducted between DOD representatives and local authorities. The process includes the following coordination measures:**
 - Risk assessment, medical and communications plan
 - MOU, MOA and Licensing agreements (training areas, staging areas, role players)
 - Environmental Impact Study (Coordination with US and State Forestry)
 - Legal review
 - ID of training, staging areas, role players, airfield, drop zones (DZ) and Landing Zones (LZ) surveys
 - Letters of Invitations obtained from local officials (Mayor, County Commission)
 - Coordination with local, state and federal law enforcement
 - Public Affairs review



Emerald Warrior RMT Geometry





Why the North Florida Area

- **In order to hone advanced individual, collective skills Military Forces and Inter Agency (IA) require a unique environment. The proposed areas offer the environmental settings conducive to quality training because it provides a number of real obstacles to challenge Joint and IA personnel during planning and execution of their assigned missions. These challenges include:**
 - Operating outside the normal realms of support
 - Adapting to changing situations
 - Operating in and around communities where anything out the ordinary will be spotted and reported (Locals are the first ones to notice something out of place)
 - Unique human terrain factors
 - The ability to work with civilian, who aren't familiar with the military, in order to gain their trust and an understanding of the issues they face
- **In the past United States Special Operations Command (USSOCOM) has conducted numerous exercises within the North Florida area.**
 - CJTFEX 2004 (Coalition and US SOF)
 - EMERALD WARRIOR 2007, 2010, 2011, 2012, and 2013
 - NSWG4 RA Exercise 2013
- **Proximity to organic SOF assets**
 - Close enough where units don't have to deploy, saving tax payer money
 - Distance between Eglin AFB and the Four-County area replicate real world flying requirements



EW Impact on the Area

- **Direct impact on the preparation of forces prior to going into harms way**
 - Over 1,000 service members have participated in the Emerald Warrior RMT events
 - All participants deployed in support of Operation Enduring Freedom, Operation New Dawn and/or multiple contingency military operations throughout the world
- **Funding identified for this portion of the exercise will go straight into the economy in the way of leasing of training areas, staging areas, role players, food, fuel, lodging, and materials for exercise participants.**
 - The past Emerald Warrior exercises has resulted in approximately \$250,000.00 per exercise going back into the local economy.



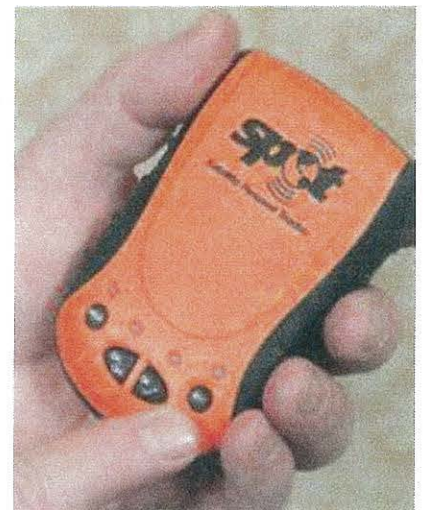
What to Expect

- Increase of military ground, air and maritime traffic
 - May receive noise complaints
 - Federally Licensed Pyrotechnique operators will be utilized in various scenarios
- 100-200 military personnel operating throughout the Eight-county area in both rural and urban environments
 - Personnel may be carrying weapons with blank ammo
 - Some will be wearing civilian attire and driving civilian vehicles



Safety/Security

- Safety for civilians and exercise participants is our number one priority
 - Daily communications between DOD and LEA
 - Medics located with each element
 - Coordination with Life Flight and local medical facilities
 - Exercise Support Team
 - Smart Book
 - Thorough Risk Assessment
 - Police cordon of target areas during Direct Action scenarios
 - SPOT GPS tracker with each element
 - Coordination with local residents (verbal and written)
 - Fire conditions reviewed prior to each scenario
 - Fire extinguisher and other equipment located at each site
- Security
 - Quiet Professionals
 - Request no media coverage
 - Dedicated Public Affair Officer and lawyer on site



**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for October 8, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 9 through October 28, 2013

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

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for October 8, 2013, and pre-approve the payment of bills and vouchers for the period of October 9 through October 28, 2013.

Title: Approval of Payment of Bills and Vouchers Submitted for October 8, 2013, and
Pre-Approval of Payment of Bills and Vouchers for the Period of October 9 through
October 28, 2013

October 8, 2013

Page 2

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval October 8, 2013 and pre-approval of payment of bills and vouchers for the period of October 9 through October 28, 2013. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the October 8, 2013 meeting, the morning of Monday, October 7, 2013. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the third and fourth Tuesday in October, it is advisable for the Board to pre-approve payment of the County's bills for October 9 through October 28, 2013, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for October 8, 2013, and pre-approve the payment of bills and vouchers for the period of October 9 through October 28, 2013.
2. Do not approve the payment of bills and vouchers submitted for October 8, 2013, and do not pre-approve the payment of bills and vouchers for the period of October 9 through October 28, 2013.
3. Board direction.

Recommendation:

Option #1.

VSL/AR/SR/cc

**Leon County
Board of County Commissioners**


Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Modification Number 7 to the Community Development Block Grant Disaster Recovery Agreement with the Florida Department of Economic Opportunity

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Scott Ross, Director, Office of Financial Stewardship Candice Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Don A. Lanham, Grants Program Coordinator Lamarr Kemp, Housing Services Director

Fiscal Impact:

This item is associated with a grant. Funding from the Community Development Block Disaster Recovery Grant was received in FY 2010, and has been previously budgeted for eligible projects. Funding is available through the appropriation of block grant funds remaining at FY 2013 year-end.

Staff Recommendation:

- Option #1 Approve Modification Number 7 to the Community Development Block Grant Disaster Recovery Agreement with the Florida Department of Economic Opportunity regarding the 2008 Disaster Recovery Grant (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

In August 2008, Tropical Storm Fay (TS Fay) struck Florida, making landfall four separate times. On August 22, the storm center passed just to the south of Leon County, bringing extremely heavy rains. The rain lasted for two days, creating 100-year flood conditions in areas throughout the County. Many neighborhoods were completely isolated by the floodwaters, some for many weeks due to the slow rate at which the historically high floodwaters receded.

In response to this, Congress allocated funding for disaster relief, long-term recovery and the restoration of infrastructure and housing in areas affected by the natural disaster. In Florida, the Florida Department of Community Affairs (now the Florida Department of Economic Opportunity (DEO) managed the distribution of the funding to affected local governments. Leon County received \$10.179 million to address the needed recovery efforts. The County executed an Interlocal Agreement with the City of Tallahassee (City) delineating projects to occur in both the incorporated and unincorporated boundaries of Leon County. The original program consisted of the following components:

Program	Budget
Affordable Rental Housing Rehabilitation - County	\$712,546
Affordable Rental Housing Rehabilitation - City	\$712,546
Fairbanks Ferry Flooded Property Acquisition - County	\$400,000
Timber Lake Subdivision Flood Mitigation - County	\$2,000,000
Southside Stormwater Project - City	\$2,500,000
Franklin Boulevard Flood Mitigation - City	\$1,700,000
Fairbanks Ferry Emergency Access - County	\$950,140
Selena Road Flood Mitigation - County	\$1,000,000
Administration	204,000
Total	10,179,232

As the projects were implemented, the need to make adjustments to the program became apparent. Due to site constraints and projects coming in under budget, the original grant has been modified six times, granting time extensions and reallocating funds as projects were completed. Two new projects, the Lakeside Stormwater Mitigation Project and the HOPE Community Mitigation Project were added to this program through these modifications.

Analysis:

Modification Number 7 is necessary to correctly align the remaining grant funding to the remaining ongoing programs (Lakeside Flood Mitigation and the HOPE Community Hazard Mitigation programs) and fund one new program, the Single Family Housing Mitigation Roof Replacement Program. This activity will replace substandard roofs on single-family homes that are most susceptible to damage in extreme weather events, an eligible activity under the mitigation category within the Disaster Recovery grant program. The attached resolution and budget amendment, realigns revenues and expenditures to fund this program.

The Single Family Housing Mitigation Roof Replacement project will replace substandard roofs on the homes of low to moderate income residents. At an average cost of \$8,000, approximately 25 roofs will be replaced. Leon County Housing Program's current policy dictates repairs can be made to an eligible client's home with issues related to building code, safety, health, and/or insurability,

The current waiting list for housing rehabilitation services at Leon County Division of Housing Services stands at 453 units. Screening of the list includes confirmation of property location being within the unincorporated areas of Leon County, and an income category review attesting to extremely-low, very-low, and low-income families of one or more residents per home. An interview with Housing Services' Housing Rehabilitation Specialist collaborates inclusion of roof repairs or roof replacement services as either an exclusive activity or a part of the rehabilitation activity plan.

Of the 453 prospective clients on the waiting list for housing rehabilitation services, 150 communicated roof replacement as their highest priority, if receiving housing rehabilitation services from the Leon County Division of Housing Services.

The proposed realignment of the grant will result in a total program budget is as follows:

Program	Budget
Affordable Rental Housing Rehabilitation - County (complete)	\$395,242
Affordable Rental Housing Rehabilitation - City (complete)	\$711,557
Timber Lake Subdivision Flood Mitigation - County (complete)	\$2,173,567
Franklin Boulevard Flood Mitigation - City (complete)	\$4,200,000
Fairbanks Ferry Emergency Access - County (complete)	\$882,515
Selena Road Flood Mitigation - County (complete)	\$479,312
HOPE Community Hazard Mitigation (ongoing)	\$386,166
Single Family Housing Mitigation – Roofs (new)	\$200,000
Lakeside Flood Mitigation (ongoing)	\$616,565
Administration	134,308
Total	10,179,232

Options:

1. Approve Modification Number 7 to the Community Development Block Grant Disaster Recovery Agreement with the Florida Department of Economic Opportunity regarding the 2008 Disaster Recovery Grant (Attachment #1), and authorize the County Administrator to execute.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Do not approve Modification Number 7 to the Community Development Block Grant Disaster Recovery Agreement with the Florida Department of Economic Opportunity regarding the 2008 Disaster Recovery Grant.
4. Board direction.

Recommendation:

Option #1 and #2

Attachments:

1. Modification Number 7 to the 2008 CDBG Disaster Recovery Grant
2. Resolution and Associated Budget Amendment

VSL/AR/WSR/DAL/dal

**MODIFICATION NUMBER 7 TO SUBGRANT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND
LEON COUNTY**

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department”), and Leon County, (“the Recipient”), to modify **DEO/DCA Contract Number 10-DB-K4-02-47-01-K21**, award dated June 9, 2010 (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$10,179,232 to Recipient under the Disaster Recovery Initiative Program (“DRI”) as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

WHEREAS, pursuant to the provisions of Chapter 2011-142, Laws of Florida, the DCA Division of Housing and Community Development was transferred to the Department of Economic Opportunity effective October 1, 2011; and the parties wish to reflect the new name.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☒ **Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

☐ **Extend Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of March 31, 2014.

☒ **Revise Activity Work Plan**

3. The Attachment B , Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B , Activity Work Plan section, which is attached hereto and incorporated herein by reference.

☒ **Revise Program Budget and Scope of Work**

4. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

Modification Number: 7

DEO/DCA Contract Number: 10DB-K21-02-47-01-K21

Recipient: Leon County

Page 2

☐ **Change in Participating Parties**

5. The Attachment A, Program Budget section, is hereby modified to delete all references to “(Type in name, if applicable.),” as the Participating Party, and replace them with “(Type in name, if applicable.)” as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

☒ **Inclusion of an Unmet Need as Addressed in the Original Application**

6. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.
7. The Attachment , Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment , Activity Work Plan section, which is attached hereto and incorporated herein by reference.

☒ **Change in Number of Accomplishments and/or Beneficiaries**

8. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

☐ **Reflect Change in Agency from DCA to DEO**

9. This modification to the Subgrant Agreement hereby replaces “Department of Community Affairs” with “Department of Economic Opportunity” where appropriate in context.

☐ **Other:** (Type in the reason for the modification.)

Modification Number: 7

DEO/DCA Contract Number: 10DB-K21-02-47-01-K21

Recipient: Leon County

Page 3

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

Department of Economic Development

Recipient: Leon County

By: _____

By: _____

Name: William B. Killingsworth

Name: Vincent S. Long

Title: Director
Division of Community Development

Title: County Administrator

Date: _____

Date: _____

ATTEST:
BOB INZER, CLERK OF THE COURT

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

Herbert W.A. Thiele, Esq.
County Attorney

Instructions for Completing the Modification to Subgrant Agreement Form.

1. Use the “Tab” key to move from one field to the next. “Shift Tab” lets you move backwards.
2. Type in the Modification Number in the three fields where it asks for the number.
3. Type in the Contract Number in the three fields where it asks for the number.
4. Type in the Local Government Name in the five fields where it asks for the Recipient.
5. Type in the Date and Subgrant Amount in the fields on the first page where it asks for the information.
6. Move the cursor to the appropriate box(es) to indicate the modification(s) being requested. Left “click” on the box and an “X” will appear, indicating that the section is being modified.
7. If the modification seeks to extend the end of the subgrant, type in the new date on the appropriate line.
8. If the modification makes changes to the “Participating Parties,” type in the names where indicated.
9. If the reason for the modification is not one of the seven common reasons, put an “X” in the check box before “Other” at the bottom of the second page and then tab to the form field and type in the reason.
10. On page 3, type in the name of the person signing the modification and the person’s title. **The date must be hand written.** (*The person signing the modification must have signature authority.*)
11. Submit three originals of the modification along with the required supporting documentation.

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2013/2014; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 8th day of October, 2013.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**FISCAL YEAR 2013/2014
BUDGET AMENDMENT REQUEST**No: BAB14002
Date: 9/30/2013Agenda Item No: _____
Agenda Item Date: 10/8/2013

County Administrator

Deputy County Administrator

Vincent S. Long_____
Alan Rosenzweig**Request Detail:****Revenues**

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	932074	399900	000	CDBG Fund Balance		200,000	200,000

Subtotal: 200,000

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	932074	585000	569	CDBG Roof Replacement Program		200,000	200,000

Subtotal: 200,000

Purpose of Request:

This BAR realigns \$200,000 in CDBG Disaster Recovery grant funds. Funding is available through the appropriation of CDBG Block Grant funds remaining at year-end FY2013. This funding will be utilized in a Roof Replacement Program to address homes of low to moderate income residents in the unincorporated part of Leon County. Each roof will be brought up to code.

Group/Program Director

Senior Analyst_____
Scott Ross, Director, Office of Financial StewardshipApproved By: Resolution ☒ Motion ☐ Administrator ☐

**Leon County
Board of County Commissioners**


Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Renew the Contract Between Leon County and the State of Florida Department of Health for the Provision of Public Health Services for FY 2013/14

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Shelia Murray-Dickens, Healthcare Services Coordinator

Fiscal Impact:

This item has a fiscal impact to the County. The County's contribution is a general fund appropriation of \$237,345 for State-mandated public health services. Funds have been included in the FY2013/14 adopted Budget.

Staff Recommendation:

Option #1: Approve the Contract between Leon County and the State of Florida Department of Health for the provision of public health services in an amount not to exceed \$237,345 (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

Chapter 83-177, Laws of Florida and Chapter 154, F.S., requires the execution of an annual Agreement between the State of Florida Department of Health (DOH), and Leon County, stipulating the services that would be provided by the Leon County Health Department (LCHD). The County's contribution is a general appropriation of \$237,345 for State-mandated public health services. LCHD is charged by the State with providing the following public health services:

- Environmental health services
- Communicable disease control services
- Primary care services

In addition, DOH contracts with Bond Community Health Center (BOND), Neighborhood Health Services (NHS), and Capital Medical Society Foundation – We Care Network for the provision of primary care and specialty care services.

Analysis:

The Contract between Leon County and the LCHD outlines the sources and the amounts of funding that will be committed to provide public health services in Leon County for FY 2013/14 (Attachment #1). As specified in the Agreement, the County's contribution is a general fund appropriation not to exceed \$237,345 for state-mandated services. Services provided by the LCHD utilizing County funding include both comprehensive child healthcare and adult healthcare. The Agreement is effective from October 1, 2013 through September 30, 2014.

Options:

1. Approve the FY2013/14 Contract between Leon County and the State of Florida Department of Health for the provision of public health services in an amount not to exceed \$237,345 (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the FY2013/14 Contract between Leon County and the State of Florida Department of Health for the provision of public health services in an amount not to exceed \$237,345.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2013/14 Contract between Leon County and the State of Florida Department of Health

**CONTRACT BETWEEN
LEON COUNTY, FLORIDA
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE LEON COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2013/14**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Leon County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2013.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Leon County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2013, through September 30, 2014, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities

in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 6,127,852.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 237,345.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category.

Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Leon County
2965 Municipal Way
Tallahassee, FL 32304

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those

goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Leon County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward

the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2014 for the report period October 1, 2013 through December 31, 2013;
- ii. June 1, 2014 for the report period October 1, 2013 through March 31, 2014;
- iii. September 1, 2014 for the report period October 1, 2013 through June 30, 2014; and
- iv. December 1, 2014 for the report period October 1, 2013 through September 30, 2014.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2013, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

Justine Mahon
Name

Interim Administrator, Leon CHD
Title

2965 Municipal Way

Tallahassee, Florida 32304
Address

(850) 606-8157
Telephone

For the County:

Vincent S. Long
Name

County Administrator
Title

301 South Monroe

Tallahassee, Florida 32301
Address

(850) 606-5300
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 25 page agreement to be executed by their undersigned officials as duly authorized effective the ____ day of October, 2013.

LEON COUNTY, FLORIDA

STATE OF FLORIDA

DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: Vincent S. Long

TITLE: County Administrator

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: Bob Inzer, Clerk of the Court

TITLE: Leon County Florida

DATE: _____

SIGNED BY: _____

NAME: John H. Armstrong, MD

TITLE: Surgeon General/Secretary of Health

DATE: _____

SIGNED BY: _____

NAME: Justine Mahon

TITLE: Interim CHD Director/Administrator

DATE: _____

APPROVED AS TO FORM:

SIGNED BY: _____

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

TITLE: Leon County Attorney's Office

DATE: _____

ATTACHMENT I

LEON COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Periodic financial and programmatic reports as specified by the program office.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization levels as documented in Florida. SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Programs	Requirements as specified in Environmental Health Manual 150-4* and DHP 50-21*
8. HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be

on Adult HIV/AIDS Confidential Case Report CDC Form
DH2139 and Pediatric HIV/AIDS Confidential Case Report
CDC Form DH2140.

ATTACHMENT I (Continued)

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.

9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012).
10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/13	756,899	279,950	1,036,849
2. Drawdown for Contract Year October 1, 2013 to September 30, 2014	-214657	-79395	-294052
3. Special Capital Project use for Contract Year October 1, 2013 to September 30, 2014			
4. Balance Reserved for Contingency Fund October 1, 2013 to September 30, 2014	542,242	200,555	742,797

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

LEON COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PREVENTION	24,436	0	24,436	0	24,436
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DUVAL TEEN PREGANCY PREVENTION - DUVAL	0	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	HEALTHY START GENERAL REVENUE CHD	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE - ORANGE	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	PREPAREDNESS GRANT MATCH	0	0	0	0	0
015040	SCHOOL HEALTH GENERAL REVENUE	106,793	0	106,793	0	106,793
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	18,806	0	18,806	0	18,806
015040	TREASURE COAST MIDWIFERY - MARTIN	0	0	0	0	0
015040	AIDS SURVEILLANCE	38,183	0	38,183	0	38,183
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	170,000	0	170,000	0	170,000
015040	ALG/CONTR TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/PRIMARY CARE	327,014	0	327,014	0	327,014
015040	COMMUNITY TB PROGRAM	75,097	0	75,097	0	75,097
015040	DENTAL SPECIAL INITIATIVES	6,540	0	6,540	0	6,540
015040	FAMILY PLANNING GENERAL REVENUE	84,122	0	84,122	0	84,122
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015050	NON-CATEGORICAL GENERAL REVENUE	1,813,151	0	1,813,151	0	1,813,151
GENERAL REVENUE TOTAL		2,664,142	0	2,664,142	0	2,664,142
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	9,169	0	9,169	0	9,169
015010	INDIRECT	133,360	0	133,360	0	133,360
015010	PREPAREDNESS GRANT MATCH	0	0	0	0	0
015010	SCHOOL HEALTH TOBACCO TF	110,903	0	110,903	0	110,903
015010	TOBACCO COMMUNITY INTERVENTION	224,230	0	224,230	0	224,230
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	9,000	0	9,000	0	9,000
015010	MEDICAID INCENTIVE FOR ELECTRONIC HEALTH	45,000	0	45,000	0	45,000
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060	NON-CATEGORICAL TOBACCO REBASING	0	0	0	0	0

LEON COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
NON GENERAL REVENUE TOTAL	531,662	0	531,662	0	531,662
3. FEDERAL FUNDS - State					
007000 ABSTINENCE EDUCATION GRANT PROGRAM	0	0	0	0	0
007000 AIDS PREVENTION	255,997	0	255,997	0	255,997
007000 BIOTERRORISM HOSPITAL PREPAREDNESS	174,148	0	174,148	0	174,148
007000 COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000 DENTAL SERVICES	0	0	0	0	0
007000 EPIDEMIOLOGY & LABORATORY CAPACITY FOR	0	0	0	0	0
007000 EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000 FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	33,200	0	33,200	0	33,200
007000 HEPATITIS B VACCINATION PILOT PROJECT	0	0	0	0	0
007000 IMMUNIZATION AFIX	0	0	0	0	0
007000 IMMUNIZATION FIELD STAFF EXPENSE	4,000	0	4,000	0	4,000
007000 MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000 MINORITY AIDS INITIATIVE	0	0	0	0	0
007000 MINORITY INVOLVEMENT IN HIV/AIDS PROGRAM	0	0	0	0	0
007000 PREGNANCY ASSOCIATED MORTALITY PREVENTION	0	0	0	0	0
007000 PUBLIC HEALTH PREPAREDNESS BASE	439,099	0	439,099	0	439,099
007000 RYAN WHITE	44,217	0	44,217	0	44,217
007000 RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	49,737	0	49,737	0	49,737
007000 STATE OFFICE OF RURAL HEALTH	0	0	0	0	0
007000 STD FEDERAL GRANT - CSPS	0	0	0	0	0
007000 SYPHILIS ELIMINATION	0	0	0	0	0
007000 TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000 UNINTENDED/UNWANTED PREG-TEEN PREGNANCY	46,946	0	46,946	0	46,946
007000 WIC BREASTFEEDING PEER COUNSELING	46,926	0	46,926	0	46,926
007000 ADULT VIRAL HEPATITIS PREVENTION &	0	0	0	0	0
007000 AIDS SURVEILLANCE	0	0	0	0	0
007000 CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	0	0	0	0	0
007000 COLORECTAL CANCER SCREENING	0	0	0	0	0
007000 ENHANCE COMPREHENSIVE PREVENTION PLANNING	0	0	0	0	0
007000 EPIDEMIOLOGY & LABORATORY CAPACITY HAI	0	0	0	0	0
007000 FGTF/AIDS MORBIDITY	0	0	0	0	0
007000 FGTF/FAMILY PLANNING-TITLE X	140,340	0	140,340	0	140,340
007000 HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000 IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	18,249	0	18,249	0	18,249
007000 MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000 MEDICARE RURAL HOSPITAL FLEXIBILITY PROGRAM	0	0	0	0	0
007000 MINORITY AIDS INITIATIVE TCE COLLABORATIVE	0	0	0	0	0
007000 PHP - CITIES READINESS INITIATIVE	27,000	0	27,000	0	27,000
007000 PUBLIC HEALTH INFRASTRUCTURE	0	0	0	0	0
007000 RAPE PREVENTION & EDUCATION	27,672	0	27,672	0	27,672
007000 RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000 RYAN WHITE-CONSORTIA	0	0	0	0	0
007000 STATEWIDE ASTHMA PROGRAM	0	0	0	0	0
007000 STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000 TEENAGE PREGNANCY PREVENTION REPLICATION	0	0	0	0	0
007000 TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0

LEON COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
007000	WIC ADMINISTRATION	1,380,939	0	1,380,939	0	1,380,939
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA FEDERAL GRANT - SCHEDULE C	0	0	0	0	0
015075	SCHOOL HEALTH TITLE XXI	216,912	0	216,912	0	216,912
015075	SUMMER FOOD PROGRAM	1,900	0	1,900	0	1,900
015075	SCHOOL HEALTH	0	0	0	0	0
015075	SCHOOL HEALTH	0	0	0	0	0
FEDERAL FUNDS TOTAL		2,907,282	0	2,907,282	0	2,907,282
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TATTOO FACILITIES	8,425	0	8,425	0	8,425
001020	NON-SDWA SYSTEM PERMIT	3,370	0	3,370	0	3,370
001020	SWIMMING POOLS	67,797	0	67,797	0	67,797
001020	BODY PIERCING	1,215	0	1,215	0	1,215
001020	MOBILE HOME AND PARKS	10,550	0	10,550	0	10,550
001020	BIOHAZARD WASTE PERMIT	13,000	0	13,000	0	13,000
001020	TANNING FACILITIES	7,526	0	7,526	0	7,526
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	FOOD HYGIENE PERMIT	36,500	0	36,500	0	36,500
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	88,329	0	88,329	0	88,329
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	CENTRAL OFFICE SURCHARGE	26,875	0	26,875	0	26,875
001093	CHD ON-LINE BILLING FEE	0	0	0	0	0
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		263,587	0	263,587	0	263,587
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	214,657	0	214,657	0	214,657
031005	CHDTF CASH TRANSFER	0	0	0	0	0
OTHER CASH CONTRIBUTIONS TOTAL		214,657	0	214,657	0	214,657
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0

LEON COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY						
001076	MEDICAID TB	0	300	300	0	300
001078	MEDICAID ADMINISTRATION OF VACCINE	0	2,000	2,000	0	2,000
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	0	0	0	0	0
001082	MEDICAID DENTAL	0	0	0	0	0
001083	MEDICAID FAMILY PLANNING	0	60,000	60,000	0	60,000
001087	MEDICAID STD	0	6,000	6,000	0	6,000
001089	MEDICAID AIDS	0	0	0	0	0
001147	MEDICAID HMO CAPITATION	0	1,443,511	1,443,511	0	1,443,511
001191	MEDICAID MATERNITY	0	0	0	0	0
001192	MEDICAID COMPREHENSIVE CHILD	0	0	0	0	0
001193	MEDICAID COMPREHENSIVE ADULT	0	0	0	0	0
001194	MEDICAID LABORATORY	0	0	0	0	0
001208	MEDIPASS \$3.00 ADM. FEE	0	0	0	0	0
001059	MEDICAID LOW INCOME POOL	0	0	0	0	0
001051	EMERGENCY MEDICAID	0	0	0	0	0
001058	MEDICAID - BEHAVIORAL HEALTH	0	0	0	0	0
001071	MEDICAID - ORTHOPEDIC	0	0	0	0	0
001072	MEDICAID - DERMATOLOGY	0	0	0	0	0
001075	MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	0	0	0	0
001069	MEDICAID - REFUGEE HEALTH	0	0	0	0	0
001055	MEDICAID - HOSPITAL	0	0	0	0	0
001148	MEDICAID HMO NON-CAPITATION	0	93,000	93,000	0	93,000
001074	MEDICAID - NEWBORN SCREENING	0	0	0	0	0
001180	DENTAL MEDICAID HMO	0	0	0	0	0
MEDICAID TOTAL		0	1,604,811	1,604,811	0	1,604,811
7. ALLOCABLE REVENUE - STATE						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL		0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	ADAP	0	0	0	597,851	597,851
	OTHER (SPECIFY)	0	0	0	0	0
	PHARMACY SERVICES	0	0	0	197,085	197,085
	TB SERVICES	0	0	0	0	0
	STD SERVICES	0	0	0	0	0
	WIC FOOD	0	0	0	3,959,728	3,959,728
	DENTAL SERVICES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	LABORATORY SERVICES	0	0	0	82,598	82,598
	IMMUNIZATION SERVICES	0	0	0	298,024	298,024
	CONSTRUCTION/RENOVATION	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	5,135,286	5,135,286

LEON COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	0
008020	CONTRIBUTION FROM HEALTH CARE TAX NOT THRU	0	0	0	0	0
008040	BCC GRANT/CONTRACT	0	0	0	0	0
008030	CONTRIBUTION FROM HEALTH CARE TAX	0	0	0	0	0
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	237,345	237,345	0	237,345
DIRECT COUNTY CONTRIBUTION TOTAL		0	237,345	237,345	0	237,345
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	53,600	53,600	0	53,600
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	13,300	13,300	0	13,300
001114	NEW BIRTH CERTIFICATES	0	135,000	135,000	0	135,000
001115	VITAL STATISTICS - DEATH CERTIFICATE	0	150,000	150,000	0	150,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	0	0	0	0
001073	CO-PAY FOR THE AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
001040	CELL PHONE ADMINISTRATIVE FEE	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	351,900	351,900	0	351,900
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	80,500	80,500	0	80,500
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	8,500	8,500	0	8,500
001190	HEALTH MAINTENANCE ORGANIZATION	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	0	0	0	0
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008050	SCHOOL BOARD CONTRIBUTION	0	530,984	530,984	0	530,984
008060	SPECIAL PROJECT CONTRIBUTION	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	750	750	0	750
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	535,020	535,020	0	535,020
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	79,395	79,395	0	79,395
011000	GRANT-DIRECT	0	0	0	0	0

LEON COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-ARROW	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
010402	RECYCLED MATERIAL SALES	0	0	0	0	0
010303	FDLE FINGERPRINTING	0	0	0	0	0
007050	ARRA FEDERAL GRANT	0	0	0	0	0
001010	RECOVERY OF BAD CHECKS	0	0	0	0	0
008065	FCO CONTRIBUTION	0	0	0	0	0
011006	RESTRICTED CASH DONATION	0	0	0	0	0
028000	INSURANCE RECOVERIES	0	0	0	0	0
001033	CMS MANAGEMENT FEE - PMPMPC	0	0	0	0	0
010400	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
010500	REFUGEE HEALTH	0	0	0	0	0
005045	INTEREST EARNED-THIRD PARTY PROVIDER	0	0	0	0	0
005043	INTEREST EARNED-CONTRACT/GRANT	0	0	0	0	0
010306	DOH/DOC INTERAGENCY AGREEMENT	0	0	0	0	0
001053	MEDICARE - PART A	0	0	0	0	0
011002	ARRA FEDERAL GRANT - SUB-RECIPIENT	0	0	0	0	0
011004	LOW INCOME POOL - SUBRECIPIENT	0	0	0	0	0
001003	WIRE TRANSFER FEE	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	1,235,149	1,235,149	0	1,235,149
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
001053	CLIENT REVENUE FROM NCO	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	1,095,174	1,095,174
	OTHER (SPECIFY)	0	0	0	0	0
	UTILITIES	0	0	0	166,390	166,390
	BUILDING MAINTENANCE	0	0	0	1,585,637	1,585,637
	GROUNDS MAINTENANCE	0	0	0	14,918	14,918
	INSURANCE	0	0	0	0	0
	OTHER (CUSTODIAL)	0	0	0	169,589	169,589

LEON COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
BUILDINGS TOTAL	0	0	0	3,031,708	3,031,708
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	6,581,330	3,429,205	10,010,535	8,166,994	18,177,529

LEON COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2013 to September 30, 2014

	Quarterly Expenditure Plan									Grand Total
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State	County	
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	5.71	5,201	5,822	100,423	86,055	100,423	100,385	289,772	97,514	387,286
STD (102)	4.82	2,305	3,945	77,239	66,188	77,239	77,210	279,521	18,355	297,876
HIV/AIDS PREVENTION (03A1)	7.05	13	213	97,446	83,504	97,446	97,410	374,554	1,252	375,806
HIV/AIDS SURVEILLANCE (03A2)	1.34	0	0	17,570	15,056	17,570	17,562	67,519	239	67,758
HIV/AIDS PATIENT CARE (03A3)	4.37	6	207	96,190	82,428	96,190	96,154	370,187	775	370,962
ADAP (03A4)	0.79	0	0	16,658	14,275	16,658	16,651	64,102	140	64,242
TB CONTROL SERVICES (104)	1.52	35	172	25,509	21,859	25,509	25,498	97,804	571	98,375
COMM. DISEASE SURV. (106)	1.11	0	420	19,513	16,721	19,513	19,504	75,251	0	75,251
HEPATITIS PREVENTION (109)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC HEALTH PREP AND RESP (116)	9.90	0	0	177,518	152,119	177,518	177,449	684,604	0	684,604
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL STATISTICS (180)	3.32	14,841	29,313	45,944	39,370	45,944	45,926	0	177,184	177,184
COMMUNICABLE DISEASE SUBTOTAL	39.93	22,401	40,092	674,010	577,575	674,010	673,749	2,303,314	296,030	2,599,344
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	0.72	0	0	8,902	7,628	8,902	8,897	34,329	0	34,329
TOBACCO PREVENTION (212)	4.46	0	0	65,758	56,350	65,758	65,734	253,600	0	253,600
WIC (21W1)	32.82	8,142	105,135	405,626	347,590	405,626	405,469	1,564,311	0	1,564,311
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.71	0	5,544	16,459	14,104	16,459	16,452	63,474	0	63,474
FAMILY PLANNING (223)	13.75	3,840	9,266	207,869	178,128	207,869	207,788	632,211	169,443	801,654
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START PRENATAL (227)	10.98	1,700	11,402	145,175	124,404	145,175	145,118	0	559,872	559,872
COMPREHENSIVE CHILD HEALTH (229)	0.01	1	5	104	90	104	105	0	403	403
HEALTHY START INFANT (231)	5.39	1,749	4,563	66,521	57,003	66,521	66,494	0	256,539	256,539
SCHOOL HEALTH (234)	33.83	0	580,459	311,852	267,233	311,852	311,732	722,765	479,904	1,202,669
COMPREHENSIVE ADULT HEALTH (237)	5.68	896	1,302	168,999	144,819	168,999	168,933	506,462	145,288	651,750
COMMUNITY HEALTH DEVELOPMENT (238)	1.01	0	0	22,247	19,064	22,247	22,240	85,798	0	85,798
DENTAL HEALTH (240)	18.23	5,621	13,211	342,869	293,812	342,869	342,736	6,540	1,315,746	1,322,286
PRIMARY CARE SUBTOTAL	129.59	21,949	730,887	1,762,381	1,510,225	1,762,381	1,761,698	3,869,490	2,927,195	6,796,685
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.12	53	124	2,998	2,569	2,998	2,996	3,370	8,191	11,561
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	24	21	24	25	0	94	94
INDIVIDUAL SEWAGE DISP. (361)	4.79	931	1,802	71,588	61,345	71,588	71,561	210,368	65,714	276,082
Group Total	4.91	984	1,926	74,610	63,935	74,610	74,582	213,738	73,999	287,737
Facility Programs										
FOOD HYGIENE (348)	1.33	196	856	20,143	17,261	20,143	20,134	38,575	39,106	77,681
BODY PIERCING FACILITIES SERVICES (349)	0.03	12	15	612	525	612	612	1,215	1,146	2,361
GROUP CARE FACILITY (351)	1.34	198	328	21,364	18,307	21,364	21,356	0	82,391	82,391
MIGRANT LABOR CAMP (352)	0.02	2	14	294	252	294	292	0	1,132	1,132

ATTACHMENT II.

Attachment #1
Page 21 of 25

LEON COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2013 to September 30, 2014

	Quarterly Expenditure Plan									Grand Total
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State	County	
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
HOUSING,PUBLIC BLDG SAFETY,SANITATION	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES (354)	0.17	121	245	2,397	2,054	2,397	2,398	9,246	0	9,246
SWIMMING POOLS/BATHING (360)	0.76	324	834	0	0	21,537	21,538	43,075	0	43,075
BIOMEDICAL WASTE SERVICES (364)	0.54	329	375	7,288	6,245	7,288	7,284	28,105	0	28,105
TANNING FACILITY SERVICES (369)	0.07	44	90	1,081	926	1,081	1,080	4,168	0	4,168
Group Total	4.26	1,226	2,757	53,179	45,570	74,716	74,694	124,384	123,775	248,159
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.21	49	87	3,159	2,707	3,159	3,158	9,000	3,183	12,183
Group Total	0.21	49	87	3,159	2,707	3,159	3,158	9,000	3,183	12,183
Community Hygiene										
TATTOO FACILITIES SERVICES	0.06	0	33	1,078	924	1,078	1,077	4,157	0	4,157
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.10	49	122	1,302	1,116	1,302	1,303	0	5,023	5,023
RABIES SURVEILLANCE/CONTROL SERVICES	0.00	0	0	700	600	700	700	2,700	0	2,700
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.16	49	155	3,080	2,640	3,080	3,080	6,857	5,023	11,880
ENVIRONMENTAL HEALTH SUBTOTAL	9.54	2,308	4,925	134,028	114,852	155,565	155,514	353,979	205,980	559,959
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	4,127	4,128	4,127	4,128	16,510	0	16,510
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	6,719	6,719	6,719	6,718	26,875	0	26,875
MEDICAID BUYBACK (611)	0.00	0	0	2,791	2,791	2,790	2,790	11,162	0	11,162
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	13,637	13,638	13,636	13,636	54,547	0	54,547
TOTAL CONTRACT	179.06	46,658	775,904	2,584,056	2,216,290	2,605,592	2,604,597	6,581,330	3,429,205	

ATTACHMENT III
LEON COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
LEON COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Headquarters Building Leon County Health Department	2964 Municipal Way Tallahassee, FL	Leon County
Roberts & Stevens Medical Services Center Leon County Health Department	1515 Old Bainbridge Road Tallahassee, FL	Leon County
Richardson-Lewis Clinic Leon County Health Department	872 W. Orange Avenue Tallahassee, FL	Leon County
Environmental Health Leon County Health Department	435 N. Macomb Street Tallahassee, FL	Leon County
Center for Dental Care and Prevention Leon County Health Department	912 Railroad Avenue Tallahassee, FL	Leon County
Bond Community Health Subcontractor for Leon CHD	1720 S. Gadsden Tallahassee, FL	Bond Community Health
Neighborhood Health Services Subcontractor for Leon CHD	438 W. Brevard Tallahassee, FL	City of Tallahassee
Fairview Middle School Clinic	3415 Zillah Rd Tallahassee, FL	Leon County School Board
Deerlake Middle School	9902 Deerlake Way Tallahassee, FL	Leon County School Board
Griffin Middle School Clinic	800 Alabama Street Tallahassee, FL	Leon County School Board
Montsford Middle School	5789 Pimlico Dr. Tallahassee, FL	Leon County School Board
Nims Middle School Clinic	723 W. Orange Avenue Tallahassee, FL	Leon County School Board
Raa Middle School	401 West Tharpe Street Tallahassee, FL	Leon County School Board
Swift Creek Middle School	2100 Pedrick Rd Tallahassee, FL	Leon County School Board
Cobb Middle School	915 Hill Crest Street	Leon County

	Tallahassee, Fl	School Board
Ghazvini School	860 Blountstown Hwy Tallahassee, Fl	
Bond	2204 Saxon Street Tallahassee, Fl	Leon County School Board
Bucklake	1600 Pedrick Road Tallahassee, Fl	Leon County School Board
Canopy Oaks	3250 Pointview Drive Tallahassee, Fl	Leon County School Board
Conley	3750 Grove Park Drive Tallahassee, Fl	Leon County School Board
DeSoto Trail	2930 Velda Dairy Road Tallahassee, Fl	Leon County School Board
Hartsfield	1414 Chowkeebin Nen Tallahassee, Fl	Leon County School Board
Hawks Rise	205 Meadow Ridge Drive Tallahassee, Fl	Leon County School Board
Kate Sullivan	927 Miccosukee Road Tallahassee, Fl	Leon County School Board
Pace School	3413 Zillah Road Tallahassee, Fl	Leon County School Board
Pineview	2230 Lake Bradford Road Tallahassee, Fl	Leon County School Board
Riley	1400 Indianna Street Tallahassee, Fl	Leon County School Board
Ruediger	526 West 10 th Avenue Tallahassee, Fl	Leon County School Board
Sabal Palm	2813 Ridgeway Road Tallahassee, Fl	Leon County School Board
Sealey	2815 Allen Road Tallahassee, Fl	Leon County School Board
Springwood	3801 Fred George Road Tallahassee, Fl	Leon County School Board
Woodville	9373 Woodville Highway Tallahassee, Fl	Leon County School Board

ATTACHMENT V
LEON COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2011-2012	\$ _____	\$ _____	\$ _____ -
2012-2013	\$ _____	\$ _____	\$ _____ -
2013-2014	\$ _____	\$ _____	\$ _____ -
2014-2015	\$ _____	\$ _____	\$ _____ -
2015-2016	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ _____ -	\$ _____ -	\$ _____ -

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: _____

LOCATION/ ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVIATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

ESTIMATED PROJECT INFORMATION:

START DATE *(initial expenditure of funds)*: _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____

CONSTRUCTION COSTS: \$ _____

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ _____

COST PER SQ FOOT: \$ _____

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Renew the Agreement Between Leon County and Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services for FY 2013/14

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn Calabro, Financial Compliance Administrator Tiffany Y. Harris, Human Services Analyst

Fiscal Impact:

This item has a fiscal impact to the County in the amount of \$638,156. Funding for the Agreement with Apalachee Center is included in the FY2013/14 adopted budget.

Staff Recommendation:

Option #1: Approve the renewal of the Agreement with Apalachee Center, Inc. for State-mandated Baker Act and Marchman Act services for FY 2013/14 in the amount of \$638,156, and authorize the County Administrator to execute (Attachment #1).

Report and Discussion

Background:

Chapter 394 of the Florida Statutes is known as “The Baker Act” and as “The Florida Mental Health Act.” The Baker Act provides an individual with emergency services and temporary detention for mental health evaluation and treatment, either on a voluntary or involuntary basis. Chapter 397 of the Florida Statutes is known as the “Hal S. Marchman Alcohol and Other Drug Services Act of 1993.” The Marchman Act provides for the involuntary or voluntary assessment and stabilization of a person allegedly abusing drugs, alcohol, or other substances and provides for treatment of substance abuse.

Florida Administrative Code, Chapter 65E-14, Community Substance Abuse and Mental Health Services-Financial Rules, requires that State funds expended for mental health, alcohol and drug abuse services be matched on a 75% State to 25% local basis. The Marchman Act outlines a means of providing an individual, in need of substance abuse services, with emergency services and temporary detention for substance abuse evaluation and treatment when required, either on a voluntary or involuntary basis.

The County Attorney's Office has researched and analyzed the relevant law in this matter and opined that it appears Leon County has an obligation to provide a pro rata share of the 25% local match to the Center (Attachment #2).

Analysis:

Apalachee Center, Inc. (ACI) is the only Leon County healthcare facility designated by the Department of Children and Families as the public-receiving facility for individuals in mental health and/or substance abuse crisis. Additionally, authority for this designation is provided in legislation. ACI provides alcohol and drug detoxification and crisis stabilization services under the Baker and Marchman Acts to Leon, Franklin, Gadsden, Jefferson, Liberty, Madison, Taylor, and Wakulla counties. Collectively, these counties provide the 25% local match, which is based on a historical bed-day utilization rate (total bed-days used/bed-days used by County). Leon County utilization's rate is approximately 76%. Other funding sources include the Leon, Gadsden, and Wakulla County school boards; Medicare; and other first and third party payor fees.

Table 1 displays inpatient screening and admission data reported by ACI for Leon County residents during the first three quarters of FY 2012/13. FY 2012/13 year-end data will be available in October.

Table 1: FY 2012/13 Screening and Admission

Screened by the Evaluations & Admissions Unit	1,512
Admitted to PATH – Publicly Funded Baker Act Unit	675
Admitted to Detox – Publicly Funded Marchman Act Unit	326
Admitted to EPH – Private Facility, Not Publicly Funded	427
Admitted to All Inpatient Units (PATH, DETOX, EPH)	1,428
Number of residents not admitted	84

Of the 1,512 residents screened, 84 were not admitted. Table 2 provides the reasons screened patients were not admitted.

Table 2: Reasons Not Admitted

Referred to Life Management / Bay Behavioral	0
Did Not Need Inpatient or Declined Services	57
Became Physically Violent and Was Arrested	0
Referred to Medical Hospital	3
Detox Beds Full	2
Referred to TMH Behavioral Health	15
Other	7
Total Not Admitted	84

ACI reports that clients who did not need inpatient services or declined services were given referrals and/or appointments to programs such as its outpatient programs, FSU Counseling Center, Alcoholics Anonymous, Narcotics Anonymous, Disc Village, physicians, practitioners, Bond Clinic, assisted living facilities, the Homeless Shelter, and Veterans Affairs Outpatient Programs.

Table 3 represents funding by Leon County and utilization by residents over the past four years. During FY 2012/13, the County allocated \$638,156 to ACI for these services.

Table 3: Leon County Funding and Residents Screened

County Fiscal Year	County Local Match	Residents Screened
FY 08/09	\$614,918	2,128
FY 09/10	\$628,004	2,532
FY 10/11	\$638,156	2,560
FY 11/12	\$638,156	2,314

ACI has requested level funding in the amount of \$638,156 for FY 2013/14. The Agreement is for one year, beginning October 1, 2013, and expiring September 30, 2014.

Options:

1. Approve the renewal of the Agreement with Apalachee Center, Inc. for State-mandated Baker Act and Marchman Act services for FY 2013/14 in the amount of \$638,156, and authorize the County Administrator to execute (Attachment #1).
2. Do not approve the renewal of the Agreement with Apalachee Center, Inc. for State-mandated Baker Act and Marchman Act services for FY 2013/14 in the amount of \$638,156.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2013/14 Agreement between Leon County and Apalachee Center, Inc.
2. Memorandum from County Attorney's Office

AGREEMENT

This Agreement is entered into this ____ day of _____ 2013 between LEON COUNTY, FLORIDA, a Charter-County and Political Sub-division of the State of Florida (hereafter "LEON COUNTY") and APALACHEE CENTER, INC., (hereafter "APALACHEE") a non-profit entity located at 2634-J Capital Circle NE, Tallahassee, FL 32302.

WHEREAS, APALACHEE has for a number of years contracted with the Department of Children and Families for the provision of mental health services under Chapter 394, Florida Statutes; and

WHEREAS, Section 394.76, Florida Statutes, requires that state funds expended for mental health, alcohol and drug abuse services, subject to certain specified exemptions, be matched on a 75% to 25% state to local basis; and

WHEREAS, the local governing body is required to provide that amount of funds when added to other available local matching funds, is necessary to match state funds; and

WHEREAS, APALACHEE has identified certain funds raised and expended by it as matching funds which it agrees may be used by LEON COUNTY to reduce the amount of matching funds it is obligated to provide; and

WHEREAS, LEON COUNTY is desirous of continuing its long and harmonious relationship with APALACHEE CENTER, INC.

NOW, THEREFORE, APALACHEE CENTER, INC. AND LEON COUNTY, FLORIDA, agree as follows:

(1) Commencing October 1, 2013 through September 30, 2014, LEON COUNTY will provide APALACHEE with matching funds in the full amount of \$638,156, to be paid in twelve (12) successive monthly installments of 1/12 of the full amount.

(2) APALACHEE agrees to seek other funding from other local governing bodies in accordance with Florida Law.

(3) The expenditure of matching funds provided by LEON COUNTY to APALACHEE shall be audited annually either in conjunction with an audit of other expenditures or by a separate audit. Such annual audits shall be furnished to LEON COUNTY within thirty (30) days of the completion thereof for its examination.

(4) APALACHEE agrees to submit a report to include demographic data and the number of clients served, clients denied admission and reason for denial and referral information on a quarterly basis and to submit invoices monthly.

(5) A material breach of this agreement by either party would entitle the other to pursue any and all remedies and to assert all defenses which would have been available to either in the absence of such agreement.

(6) Nothing in this agreement shall be construed as establishing or creating a relationship of agency, partners or employment between the parties, or as constituting either party as the agent or representative of the other for any purpose. APALACHEE is not authorized to bind LEON COUNTY to any contract or other obligations, and shall not expressly or impliedly represent to any party that APALACHEE is the agent or representative of LEON COUNTY.

(7) APALACHEE hereby agrees to indemnify, defend and hold harmless LEON COUNTY, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of APALACHEE, its delegates, employees and agents, arising out of or under this Agreement, including a reasonable attorney's fees. LEON COUNTY may, at its sole option, defend itself or require APALACHEE to provide the defense. APALACHEE acknowledges that ten dollars (\$10.00) of the amount paid to APALACHEE is sufficient consideration of APALACHEE's indemnification of LEON COUNTY.

(8) All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the Apalachee Center, Inc.:

Jay Reeve, PhD
Chief Executive Officer
Apalachee Center, Inc.
2634-J Capital Circle NE
Tallahassee, FL 32302.

Notice to the COUNTY:

Candice M. Wilson, Director
Leon County
Office of Human Services and Community
Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

(9) This agreement shall be governed by, construed, and enforced in accordance to the laws of the State of Florida.

(10) In accordance with Section 287.133, Florida Statutes, APALACHEE certifies to the best of its knowledge that neither APALACHEE nor its affiliates have been convicted of a public entity crime. Violation of the section by APALACHEE shall be grounds for cancellation of this agreement by LEON COUNTY.

(11) The performance of LEON COUNTY of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by LEON COUNTY or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and first year written above.

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

Herbert W. A. Thiele, Esq.
County Attorney

APALACHEE CENTER, INC.

BY: _____
Jay Reeve, PhD
Chief Executive Officer

ATTEST:

BY: _____
Virginia Kelly
Chief Financial Officer

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Alan Rosenzweig, Deputy County Administrator
Candice M. Wilson, Director of Human Services & Community Partnerships

FROM: Patrick T. Kinni, Esq.
Deputy County Attorney

DATE: September 27, 2013

SUBJECT: Local Match Funding of the Apalachee Center, Inc. for State-Mandated
Provision of Community Substance Abuse and Mental Health Services

Pursuant to your request, the County Attorney's Office is providing the following legal analysis of the statutory local match funding requirements for substance abuse and mental health services provided in Leon County. As you know, the Apalachee Center, Inc. is the designated healthcare facility that provides substance abuse and mental health services to Leon County, as well as to the surrounding counties of Franklin, Gadsden, Jefferson, Liberty, Madison, Taylor, and Wakulla.

Chapter 394, Part IV, Florida Statutes (2012) is known as "The Community Substance Abuse and Mental Health Services Act." Section 394.76, Florida Statutes, addresses the financing for substance abuse and mental health services within a particular district, and specifies the means for determining the local match funding level, if the local match funding level is not provided by the State. Section 394.76(9)(a), Florida Statutes, provides as follows:

State funds for community alcohol and mental health services shall be matched by local matching funds as provided in paragraph (3)(b). The governing bodies within a district or subdistrict shall be required to participate in the funding of alcohol and mental health services under the jurisdiction of such governing bodies. The amount of the participation shall be at least that amount which, when added to other available local matching funds, is necessary to match state funds.

Section 394.76(3)(b) then sets forth that community alcohol and mental health services and programs "shall require local participation on a 75-to-25 state-to-local ratio." "Local matching funds" is defined to mean funds received from governing bodies of local governments, as well as funds received from other sources, such as private hospital funds and private gifts from corporations and individuals. § 394.67(13), Fla. Stat. (2013).

Thus, it is clear that the statute requires local participation on a 75%-to-25% state-to-local ratio for funding community alcohol and mental health services. However, the amount of funding required by a local governing body is that amount which, *when added to other available local*

matching funds, is necessary to make up the 25% match. § 394.76(9)(a), Fla. Stat. (2012). (Emphasis supplied.) If the full 25% match has been provided by other local sources, then no additional funding would be necessary. In any given year, then, the amount of actual funding required of Leon County could be anywhere from zero dollars to the full 25% match, depending on the amount of funding received from the other sources.

Where there are two or more counties that are being served by a provider of substance abuse and mental health services, the following also applies:

When a service district comprises two or more counties or portions thereof, it is the obligation of the planning council to submit to the governing bodies, prior to the budget submission date of each governing body, an estimate of the proportionate share of costs of alcohol, drug abuse, and mental health services proposed to be borne by each such governing body.

§ 394.73(3), Fla. Stat. (2012). In other words, when multiple counties are involved, which is the case for Leon County and the surrounding counties, the costs of substance abuse and mental health services are to be shared on a proportionate basis by the counties. Although the statute does not set forth a specific formula for determining the proportionate share, it could be, for example, based on the number of beds being utilized by the various counties in providing substance abuse and mental health services. Another basis could simply be the amount of funds required to make up the full 25% match, divided by the number of participating counties.

Pursuant to Sections 394.75(3)(f) and 394.75(4)(h), Florida Statutes, each county that contributes funds for substance abuse and mental health services is to provide input and is to be consulted in formulating the plan for delivery of the services. In addition, each county that contributes funds for the services is to require annual audits. § 394.76(10), Fla. Stat. (2012). Finally, in the event of a dispute concerning the plan for delivery of services and the budget for same, the disputed issues are to be submitted directly to the Department of Children and Family Services for immediate resolution. § 394.75(11), Fla. Stat. (2012). *See also*, Fla. Atty. Gen. Op. 2011-23.

Should you have any questions or require additional information, please contact our office.

PTK/plp

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from the Alban Stewart, Sr. Estate for the Florida Department of Transportation Regional Stormwater Management Facility Tree Protection

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Environmental Services Director Anna Padilla, P.E. CFM, Senior Environmental Engineer

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from the Alban Stewart, Sr. Estate for the Florida Department of Transportation Regional Stormwater Management Facility Tree Protection (Attachment #1).

Report and Discussion

Background:

The Florida Department of Transportation (FDOT) has completed widening of Mahan Drive (US 90) from Dempsey Mayo Road to Interstate 10. As part of this project, FDOT constructed a regional stormwater management facility (FDOT Regional Facility), located adjacent to Mahan Drive, on the north side of Buck Lake. The design and construction of the FDOT Regional Facility was permitted under Leon County Environmental Management Permit (EMP) LEM08-00096. The construction of the FDOT Regional Facility involved removal of many protected trees. To meet the tree replanting requirements of the Environmental Management Act, the grantor is preserving existing trees on-site. The Conservation Easement is provided to preserve these tree areas in perpetuity (Attachment #1). The tree preservation areas are on the northwest side of the FDOT Regional Facility and on the south side of Buck Lake, along Buck Lake Road (Attachment #2). The preserved areas total 2.14 acres.

Analysis:

The proposed Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Conservation Easement will require Board approval. The proposed Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

Options:

1. Approve and accept for recording a Conservation Easement from the Alban Stewart, Sr. Estate for the Florida Department of Transportation Regional Stormwater Management Facility Tree Protection (Attachment #1).
2. Do not approve and do not accept for recording a Conservation Easement from the Alban Stewart, Sr. Estate for the FDOT Regional Stormwater Management Facility Tree Protection.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Conservation Easement
2. Specific Location Map for the Preserve at Buck Lake Project

This Document Prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Ste. 202,
Tallahassee, Florida 32301

CONSERVATION EASEMENT

This *Conservation Easement* is hereby made and entered into on this 13th day of September, 2013, by **Alban Stewart, Jr., as Personal Representative of the Estate of Alban Stewart, deceased**, whose mailing address is 1997 Buck Lake Circle, Tallahassee, Florida 32317 (hereinafter referred to as the "Grantor") to **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as the "Grantee")

This *Conservation Easement* is being executed and provided as a condition of the issuance of an environmental permit to be issued by the Grantee as required by Sections 10-4.202, 10-4.203(c)(8); and 10-4.322(f) of the *Code of Laws of Leon County, Florida*.

This *Conservation Easement* constitutes a conservation easement as defined by Sec. 10-1.101 and other provisions of the *Code of Laws of Leon County, Florida* and is intended to be a conservation easement as described in Section 704.06, Florida Statutes.

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, a perpetual conservation easement, over and across the real property located in Leon County, Florida, more particularly described and depicted on **Exhibit "A"** (hereinafter referred to as the "Easement Area"), which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

Except for the activities allowed below in this *Conservation Easement*, the following activities are prohibited within the Easement Area:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other

material substance in such matter as to affect the surface.

5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Notwithstanding the foregoing, activities allowed in the Conservation Area are as follows:

- a. The Grantor, and its successors and assigns, shall be permitted to perform the following activities in the Easement Area:
 - i. mowing of understory vegetation;
 - ii. removal of invasive exotic trees and vegetation;
 - iii. removal of fallen trees and limbs; and
 - iv. removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.
- b. The Grantor, and its successors and assigns, shall be entitled to transfer any density rights from the Conservation Area to adjoining lands of the Grantor as if the Conservation Areas was unencumbered by this Conservation Easement; and
- c. The Grantor, and its successors and assigns, shall be entitled to utilize the Conservation Area to meet the "natural area requirements" of Sections 10-4.345 and 10-4.345.1 of the *Code of Laws of Leon County, Florida* for the development of adjoining lands of the Grantor as if the Conservation Area was unencumbered by this Conservation Easement.

It is understood that the granting of this *Conservation Easement* entitles the Grantee to enter the Easement Area in a reasonable manner and at reasonable times to assure compliance with the conditions of this *Conservation Easement*.

Grantor hereby fully warrants the title to said real property comprising the Conservation Area and will defend the same against the lawful claims of all persons whosoever claimed by, through or under them, that it has good rights and lawful authority to grant this *Conservation Easement*, and that the real property comprising the Conservation Area is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted by this *Conservation Easement* shall run with the land and be binding on all subsequent owners of the real property comprising the Conservation Area.

IN WITNESS WHEREOF, Grantor has executed this *Conservation Easement* as of the date first above written.

Rhonda Dufur
Print Name: Rhonda Dufur

Maria M. Figueras
Print Name: Maria M. Figueras

Alban Stewart, Jr.
Alban Stewart, Jr.,
as Personal Representative of the Estate of
Alban Stewart, deceased

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged this 13th day of September, 2013, by Alban Stewart, Jr., as Personal Representative of the Estate of Alban Stewart, deceased, on behalf of said estate.

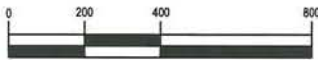
(X) He is personally known to me; or

() He has produced his _____ as identification.



Catherine L. Betzoldt
NOTARY PUBLIC

GRAPHIC SCALE



1 inch = 400 ft.

Moore Bass

 CONSULTING
 TALLAHASSEE DESTIN ATLANTA
 www.moorebass.com

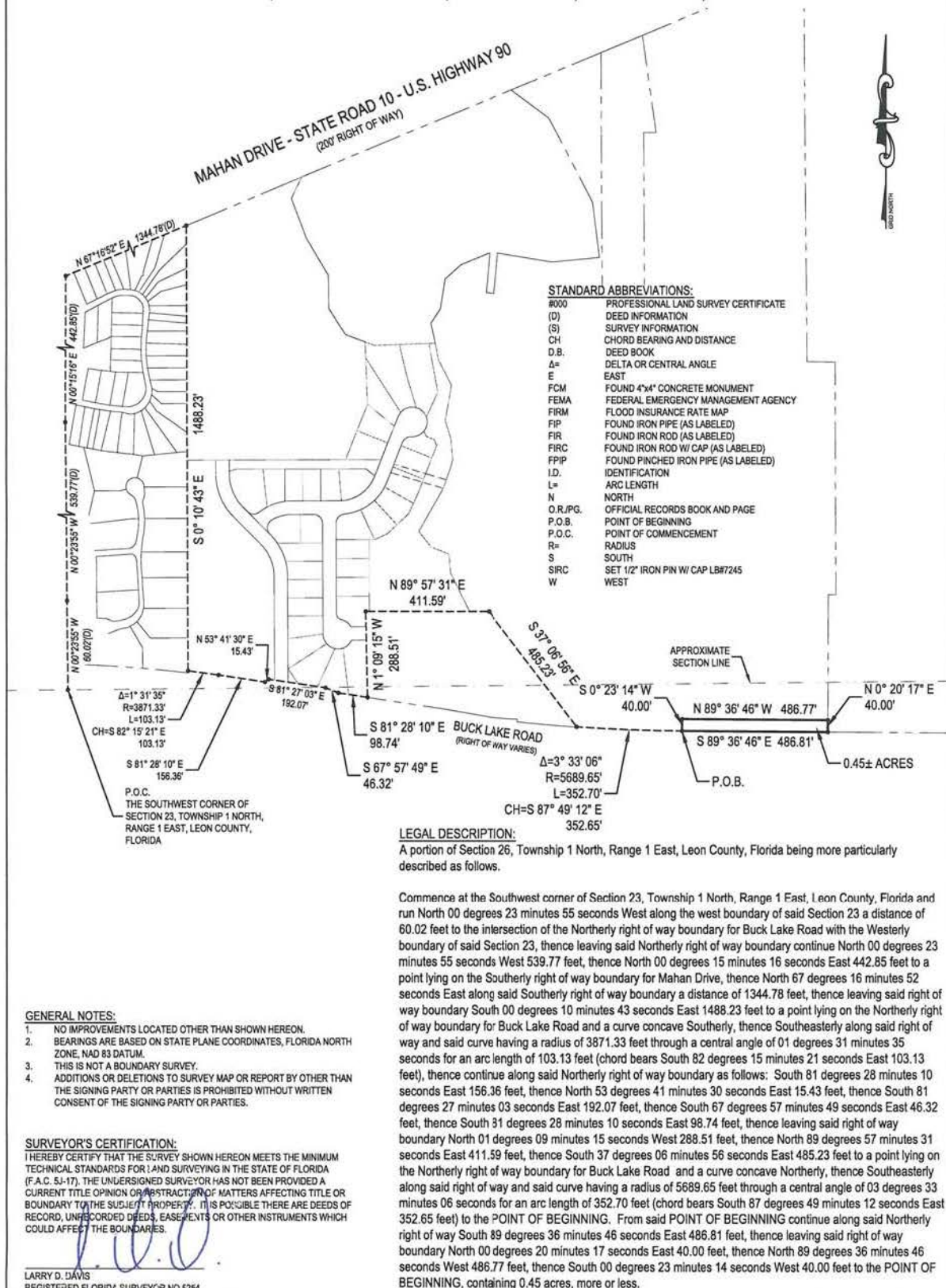
Attachment #1

Page 4 of 5

EXHIBIT A 1 of 2

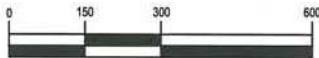
SKETCH OF DESCRIPTION

SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



MOORE BASS CONSULTING, INC. 806 N. GADSDEN STREET TALLAHASSEE, FL 32303 (850) 222-4678 CERTIFICATE OF AUTHORIZATION No. 00007245		CLIENT NAME BLRD13, LLC	PROJECT NAME BUCK LAKE	FILE # 13-100	L&Z-002-CE-3.dwg
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.		The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		CONTRACT # G59.006	ARCHIVE
				NOTEBOOK # PAGE #	
				DATE 08/09/13	DRAWN BY
MOORE BASS CONSULTING, INC. 806 N. GADSDEN STREET TALLAHASSEE, FL 32303 (850) 222-4678 CERTIFICATE OF AUTHORIZATION No. 00007245		CLIENT NAME BLRD13, LLC	PROJECT NAME BUCK LAKE	SHEET TITLE CONSERVATION EASEMENT "A"	

GRAPHIC SCALE



1 inch = 300 ft.



Attachment #1

Page 5 of 5

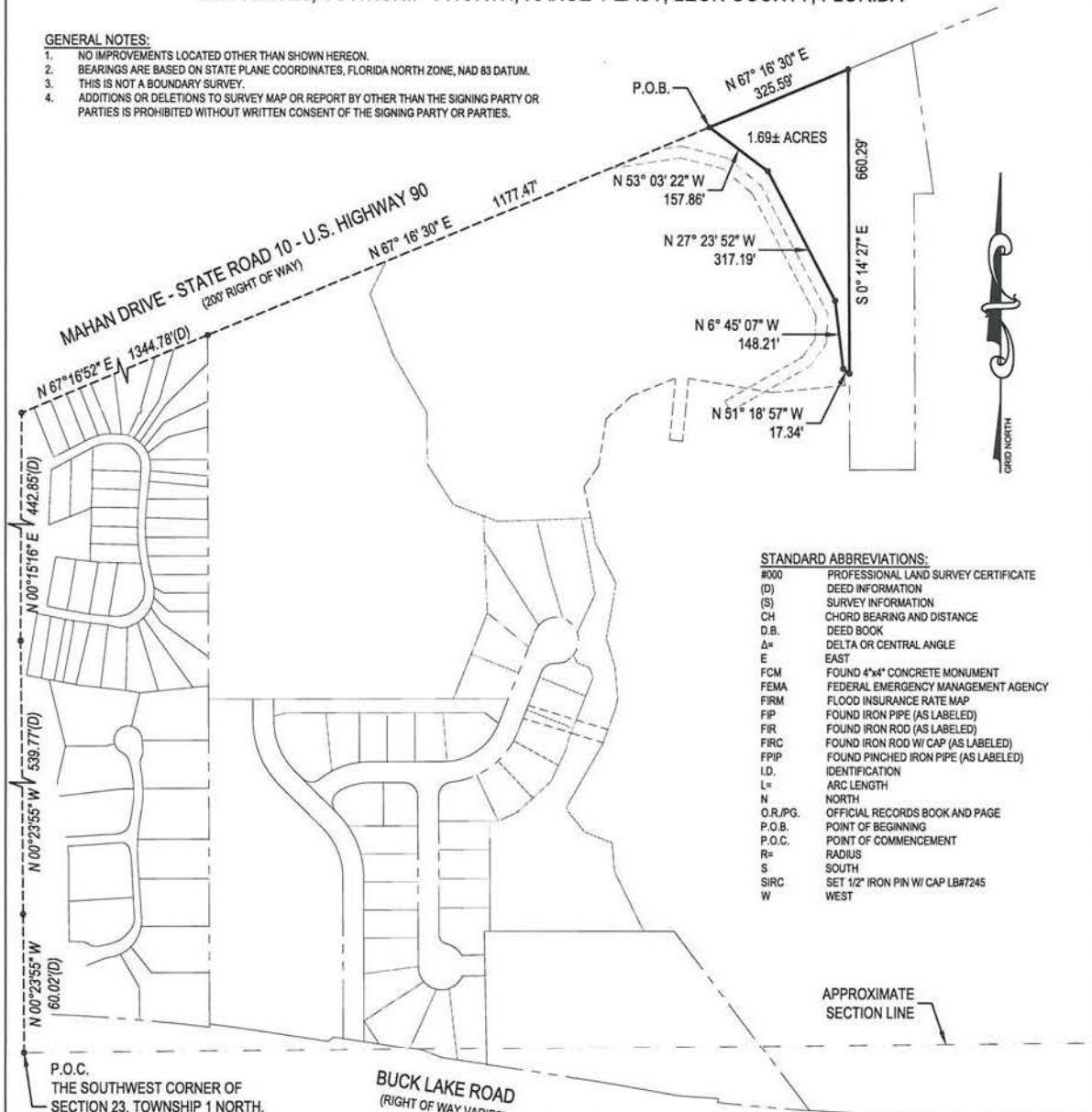
EXHIBIT A 2 of 2

SKETCH OF DESCRIPTION

SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



STANDARD ABBREVIATIONS:

#000	PROFESSIONAL LAND SURVEY CERTIFICATE
(D)	DEED INFORMATION
(S)	SURVEY INFORMATION
CH	CHORD BEARING AND DISTANCE
D.B.	DEED BOOK
Δ	DELTA OR CENTRAL ANGLE
E	EAST
FCM	FOUND 4"x4" CONCRETE MONUMENT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
FIP	FOUND IRON PIPE (AS LABELED)
FIR	FOUND IRON ROD (AS LABELED)
FIRC	FOUND IRON ROD W/ CAP (AS LABELED)
FPIP	FOUND PINCHED IRON PIPE (AS LABELED)
I.D.	IDENTIFICATION
L=	ARC LENGTH
N	NORTH
O.R./P.G.	OFFICIAL RECORDS BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R=	RADIUS
S	SOUTH
SIRC	SET 1/2" IRON PIN W/ CAP LB#7245
W	WEST

LEGAL DESCRIPTION:

A portion of Section 23, Township 1 North, Range 1 East, Leon County, Florida being more particularly described as follows.

Commence at the Southwest corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida and run North 00 degrees 23 minutes 55 seconds West along the west boundary of said Section 23 a distance of 60.02 feet to the intersection of the Northerly right of way boundary for Buck Lake Road with the Westerly boundary of said Section 23, then leaving said Northerly right of way boundary continue North 00 degrees 23 minutes 55 seconds West: 539.77 feet, then North 00 degrees 15 minutes 16 seconds East 442.85 feet to a point lying on the Southerly right of way boundary for Mahan Drive, then North 67 degrees 16 minutes 52 seconds East along said Southerly right of way boundary a distance of 1344.78 feet, then North 67 degrees 16 minutes 30 seconds East along said right of way boundary 1177.47 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 67 degrees 16 minutes 30 seconds East along said right of way boundary 325.59 feet, then leaving said right of way boundary South 00 degrees 14 minutes 27 seconds East 660.29 feet, then North 51 degrees 18 minutes 57 seconds West 17.34 feet, then North 06 degrees 45 minutes 07 seconds West 148.21 feet, then North 27 degrees 23 minutes 52 seconds West 317.19 feet, then North 53 degrees 03 minutes 22 seconds West 157.86 feet to the POINT OF BEGINNING, containing 1.69 acres, more or less.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 1S-17). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

LARRY D. DAVIS
REGISTERED FLORIDA SURVEYOR NO. 5254

© Moore Bass Consulting

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	13-100	L82.002-CE-4.dwg
CONTRACT #	G59.006	ARCHIVE
NOTEBOOK #		PAGE #
DATE	08/06/13	DRAWN BY

MOORE BASS CONSULTING, INC.
805 N. GADSDEN STREET
TALLAHASSEE, FL 32303 (850) 222-6678
CERTIFICATE OF AUTHORIZATION No. 00002248

CLIENT NAME

BLRD13, LLC

PROJECT NAME

Page 94 of 167 BUCK LAKE

SHEET TITLE

Posted at 6:00 pm on September 16, 2013

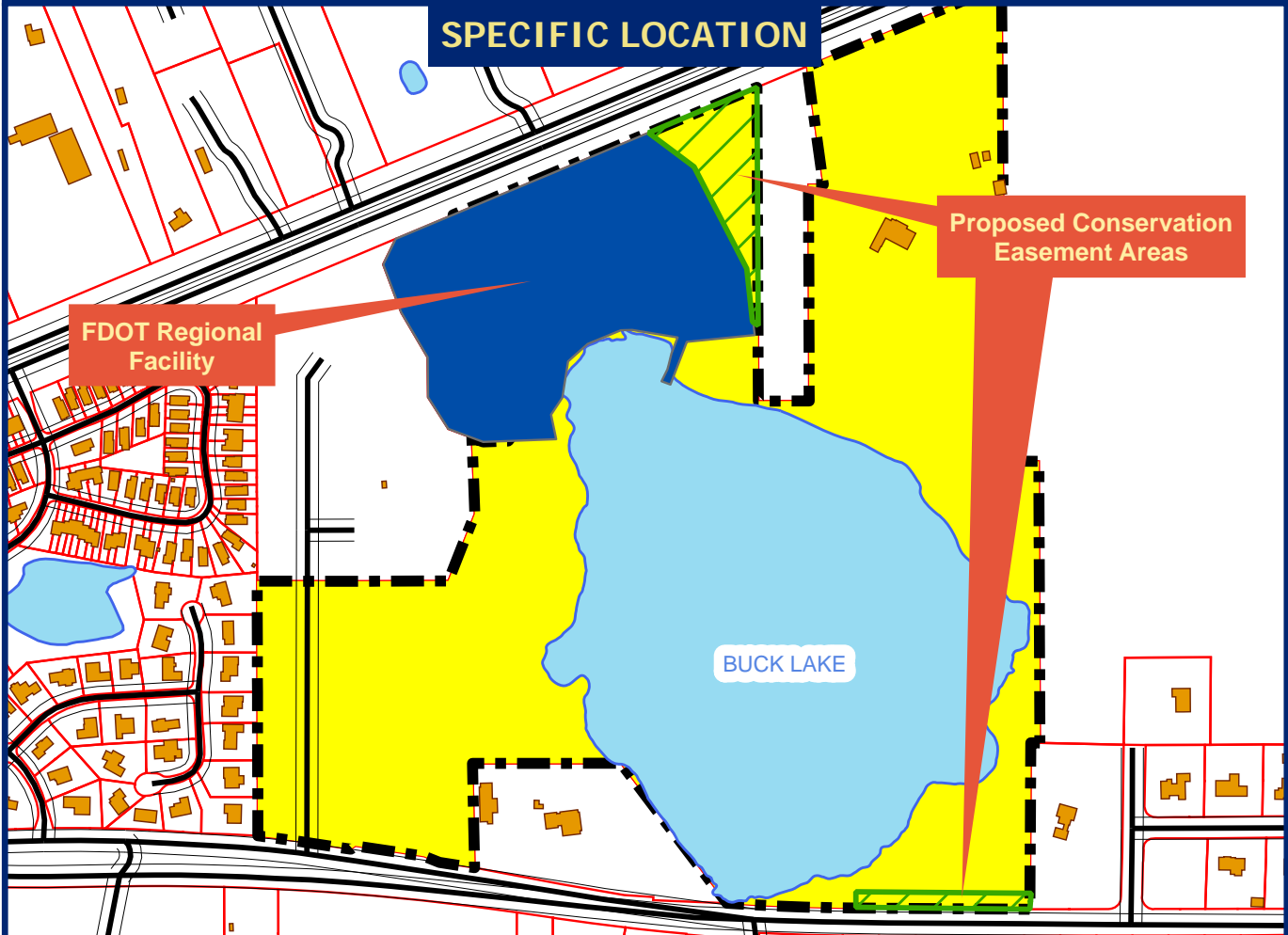
(CONSERVATION EASEMENT "B")

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
PROPOSED CONSERVATION EASEMENT MAP

Attachment: 2

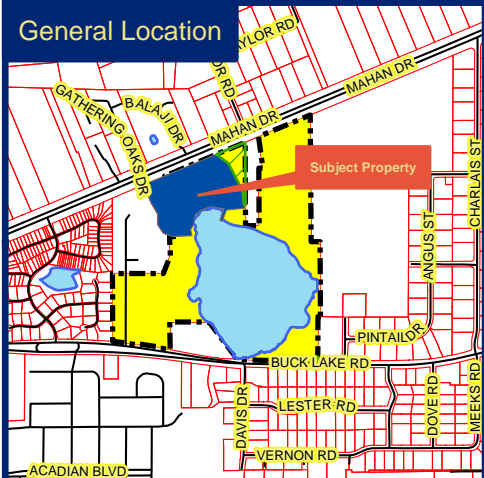
Page: 1 of 1

SPECIFIC LOCATION



FDOT Regional Facility
Tree Preservation Areas

General Location

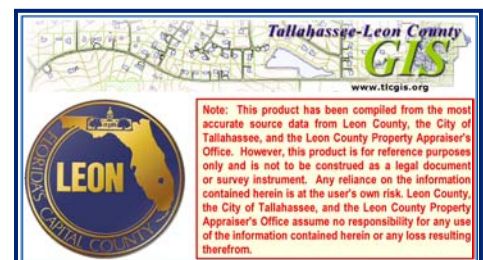


1 inch = 500 feet

0 250 500 1,000 Feet

Legend

- Proposed Conservation Easement
- Buildings
- FDOT Regional Facility
- Waterbodies
- Subject Property
- Parcels



**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from BLRD13, LLC for the Preserve at Buck Lake Type A Subdivision

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Environmental Services Director Anna Padilla, P.E. CFM, Senior Environmental Engineer

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from the BLRD13, LLC for the Preserve at Buck Lake Type A Subdivision (Attachment #1).

Report and Discussion

Background:

The grantor is preserving floodplain consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Environmental Management Permit process (Attachment #1). The Preserve at Buck Lake is located between Buck Lake Road and Mahan Drive, on the west side of Buck Lake (Attachment #2). The preserved areas total 1.82 acres.

Analysis:

The proposed Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Conservation Easement will require Board approval. The proposed Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

Options:

1. Approve and accept for recording a Conservation Easement from the BLRD13, LLC for the Preserve at Buck Lake Type A Subdivision (Attachment #1).
2. Do not approve and do not accept for recording a Conservation Easement from the BLRD13, LLC for the Preserve at Buck Lake Type A Subdivision.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Conservation Easement
2. Specific Location Map for the Preserve at Buck Lake Project

This Document Prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Ste. 202,
Tallahassee, Florida 32301

CONSERVATION EASEMENT

This *Conservation Easement* is hereby made and entered into on this 25th day of September, 2013, by **BLRD13, LLC**, a Florida limited liability company, whose mailing address is 401 E. Virginia Street, Carriage House, Tallahassee, Florida 32301 (hereinafter referred to as the "Grantor") to **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as the "Grantee")

This *Conservation Easement* is being executed and provided as a condition of the issuance of an environmental permit to be issued by the Grantee as required by Sections 10-4.202, 10-4.203(c)(8); and 10-4.322(f) of the *Code of Laws of Leon County, Florida*.

This *Conservation Easement* constitutes a conservation easement as defined by Sec. 10-1.101 and other provisions of the *Code of Laws of Leon County, Florida* and is intended to be a conservation easement as described in Section 704.06, Florida Statutes.

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, a perpetual conservation easement, over and across the real property located in Leon County, Florida, more particularly described and depicted on **Exhibit "A"** (hereinafter referred to as the "Easement Area"), which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

Except for the activities allowed below in this *Conservation Easement*, the following activities are prohibited within the Easement Area:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except invasive exotic vegetation.

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Notwithstanding the foregoing, activities allowed in the Conservation Area are as follows:

- a. The Grantor, and its successors and assigns, shall be permitted to perform the activities set forth in the *Conservation Areas Management Plan for Preserve at Buck Lake* attached hereto as **Exhibit "B"**, as same may be amended from time to time;
- b. The Grantor reserves the right to perform such activities as are authorized by the Leon County Environmental Management Permit (LEM13-00038)
- c. Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

It is understood that the granting of this *Conservation Easement* entitles the Grantee to enter the Easement Area in a reasonable manner and at reasonable times to assure compliance with the conditions of this *Conservation Easement*.


Grantor hereby fully warrants the title to said real property comprising the Conservation Area and will defend the same against the lawful claims of all persons whosoever claimed by, through or under them, that it has good rights and lawful authority to grant this *Conservation Easement*, and that the real property comprising the Conservation Area is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.


The easement granted by this *Conservation Easement* shall run with the land and be binding on all subsequent owners of the real property comprising the Conservation Area.


[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this *Conservation Easement* as of the date first above written.

BLRD13, LLC,
a Florida limited liability company

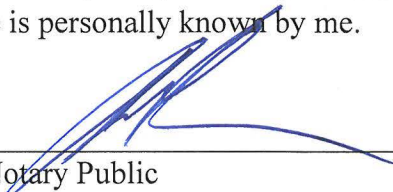

Print Name: Charles R. Gardner

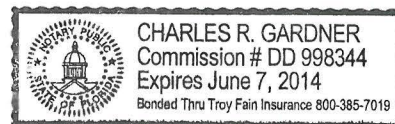
By: 
Bradford R. Lewis
Its: Manager


Print Name: CATHERINE L. BETZELOTT

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me on this 25th day of September, 2013, by Bradford R. Lewis, as Manager of BLRD13, LLC, a Florida limited liability company, on behalf of said limited liability company. He is personally known by me.


Notary Public



GRAPHIC SCALE



1 inch = 300 ft.

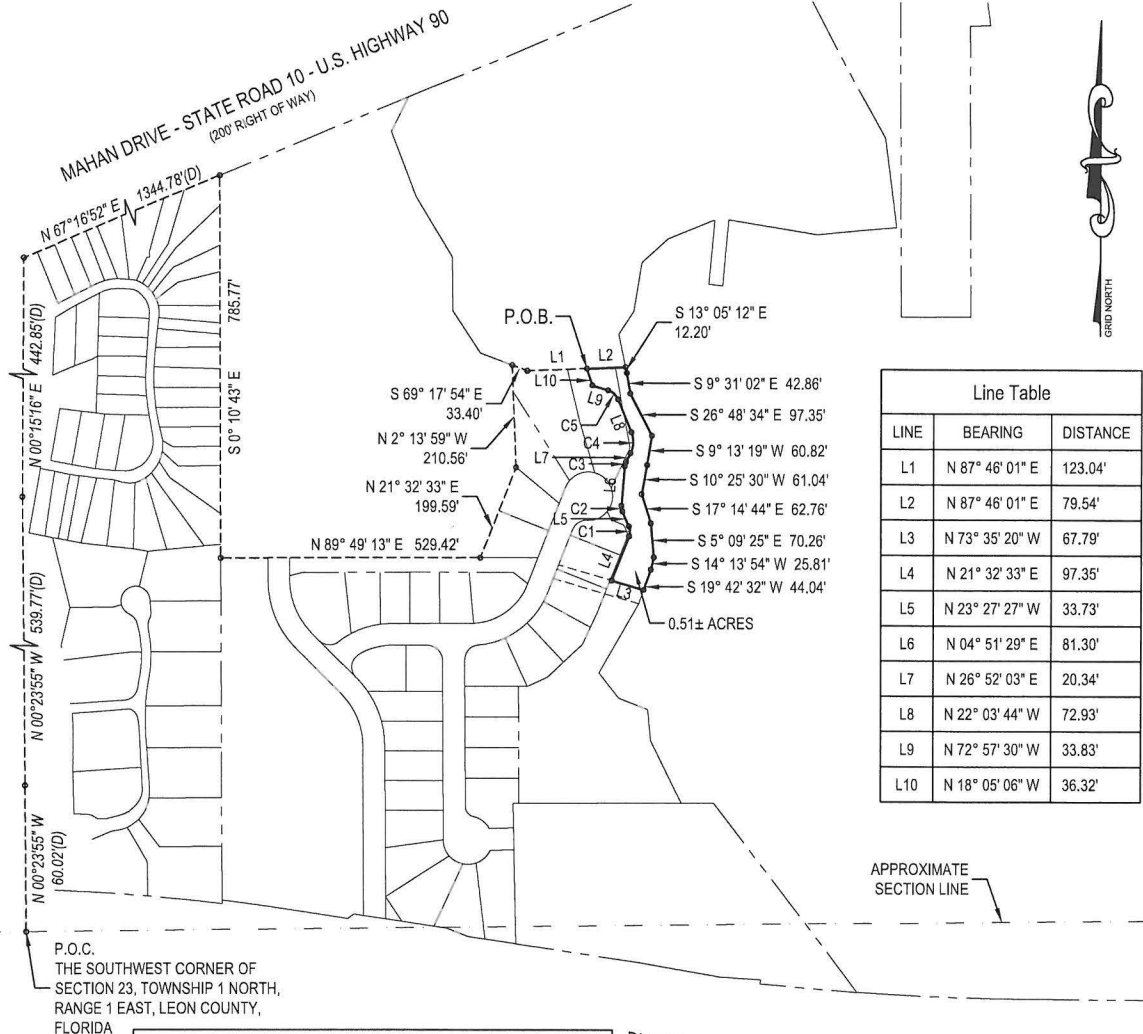


Attachment #1

Page 4 of 10

SKETCH OF DESCRIPTION

SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



Curve Table				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	45° 00' 00"	26.49	20.81'	N 00° 57' 27" W 20.27'
C2	28° 18' 56"	24.51	12.11'	N 09° 17' 59" W 11.99'
C3	22° 00' 35"	24.51	9.42'	N 15° 51' 46" E 9.36'
C4	48° 55' 53"	51.49	43.97'	N 02° 24' 07" E 42.65'
C5	50° 53' 41"	32.49	28.86'	N 47° 30' 40" W 27.92'

BUCK LAKE ROAD
(RIGHT OF WAY VARIES)

GENERAL NOTES:

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LARRY D. DAVIS
REGISTERED FLORIDA SURVEYOR NO. 5254

STANDARD ABBREVIATIONS:

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(S)	SURVEY INFORMATION
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D.B.	DEED BOOK
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FCM	FOUND 4"x4" CONCRETE MONUMENT
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FPIP	FOUND PINCHED IRON PIPE (AS LABELED)
I.D.	IDENTIFICATION
L=	ARC LENGTH
N	NORTH
O.R./PG.	OFFICIAL RECORDS BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R=	RADIUS
S	SOUTH
SIRC	SET 1/2" IRON PIN W/ CAP LB#7245
W	WEST

© Moore Bass Consulting

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MOORE BASS CONSULTING, INC.
805 N. GADSDEN STREET
TALLAHASSEE, FL 32303 (850) 222-5678
CERTIFICATE OF AUTHORIZATION No. 00007245

CLIENT NAME

BLRD13, LLC

PROJECT NAME

PRESERVE AT BUCK LAKE

FILE #	13-100	L62.D02-CE-1.dwg
CONTRACT #	G59.006	ARCHIVE
NOTEBOOK #		PAGE #
DATE	08/06/13	DRAWN BY
SHEET TITLE	SKETCH OF DESCRIPTION (CONSERVATION EASEMENT #1)	

1 OF 2

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Page 102 of 467
EXHIBIT "A"

Posted at 6:00 p.m. on September 30, 2013



LEGAL DESCRIPTION:

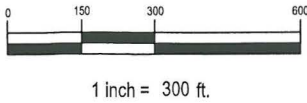
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© Moore Bass Consulting <small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</small>		The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		FILE # 13-100 CONTRACT # G59.006 NOTEBOOK # DATE 08/01/13 DRAWN BY	L62.002-CE-1.dwg ARCHIVE PAGE # DRAWN BY
MOORE BASS CONSULTING, INC. #65 N. GADSDEN STREET TALLAHASSEE, FL 32303 (850) 222-5678 <small>CERTIFICATE OF AUTHORIZATION No. 000072451</small>	CLIENT NAME BLRD13, LLC	PROJECT NAME PRESERVE AT BUCK LAKE	SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT #1)		2 OF 2

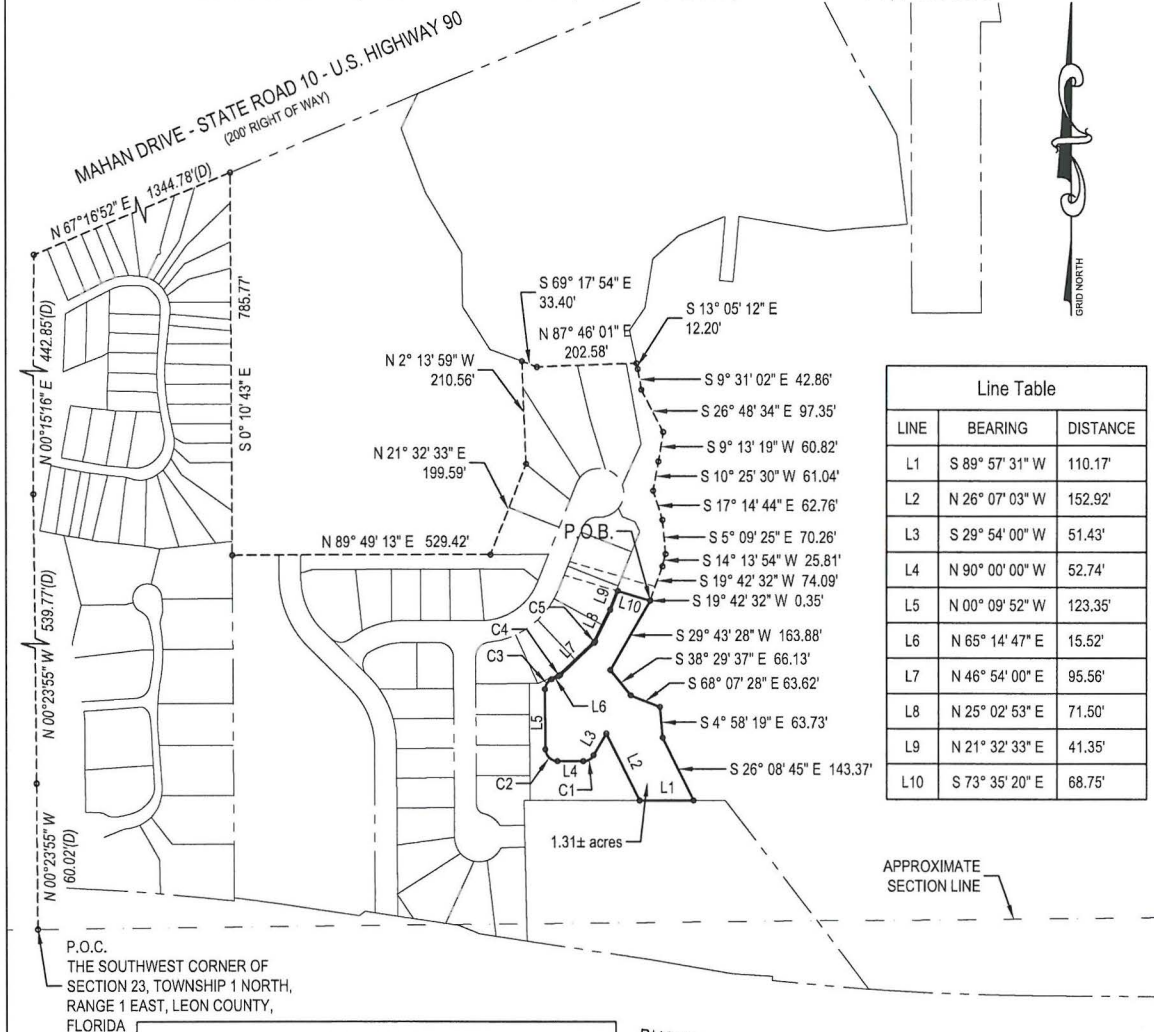
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GRAPHIC SCALE



SKETCH OF DESCRIPTION

SECTIONS 23 & 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



BUCK LAKE ROAD
(RIGHT OF WAY VARIES)

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Moore Bass Consulting

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MOORE BASS CONSULTING, INC.
865 N. GADSDEN STREET
TALLAHASSEE, FL 32303 (850) 222-5678
CERTIFICATE OF AUTHORIZATION NO. 00007235

CLIENT NAME

BLRD13, LLC

PROJECT NAME

PRESERVE AT BUCK LAKE

FILE #

13-100

L62.002-CE-2.dwg

CONTRACT #

G59.006

ARCHIVE

NOTEBOOK #

PAGE #

DATE

08/01/13

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SHEET TITLE

SKETCH OF DESCRIPTION

(CONSERVATION EASEMENT #2)

1 OF 2

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A portion of Section 23, Township 1 North, Range 1 East, Leon County, Florida being more particularly described as follows.

Commence at the Southwest corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida and run North 00 degrees 23 minutes 55 seconds West along the west boundary of said Section 23 a distance of 60.02 feet to the intersection of the Northerly right of way boundary for Buck Lake Road with the Westerly boundary of said Section 23, thence leaving said Northerly right of way boundary continue North 00 degrees 23 minutes 55 seconds West 539.77 feet, thence North 00 degrees 15 minutes 16 seconds East 442.85 feet to a point lying on the Southerly right of way boundary for Mahan Drive, thence North 67 degrees 16 minutes 52 seconds East along said Southerly right of way boundary a distance of 1344.78 feet, thence leaving said right of way boundary South 00 degrees 10 minutes 43 seconds East 785.77 feet, thence North 89 degrees 49 minutes 13 seconds East 529.42 feet, thence North 21 degrees 32 minutes 33 seconds East 199.59 feet, thence North 02 degrees 13 minutes 59 seconds West 210.56 feet, thence South 69 degrees 17 minutes 54 seconds East 33.40 feet, thence North 87 degrees 46 minutes 01 seconds East 202.58 feet, thence South 13 degrees 05 minutes 12 seconds East 12.20 feet, thence South 09 degrees 31 minutes 02 seconds East 42.86 feet, thence South 26 degrees 48 minutes 34 seconds East 97.35 feet, thence South 09 degrees 13 minutes 19 seconds West 60.82 feet, thence South 10 degrees 25 minutes 30 seconds West 61.04 feet, thence South 17 degrees 14 minutes 44 seconds East 62.76 feet, thence South 05 degrees 09 minutes 25 seconds East 70.26 feet, thence South 14 degrees 13 minutes 54 seconds West 25.81 feet, thence South 19 degrees 42 minutes 32 seconds West 74.09 feet to the POINT OF BEGINNING. from said POINT OF BEGINNING continue South 19 degrees 42 minutes 32 seconds West 0.35 feet, thence South 29 degrees 43 minutes 28 seconds West 163.88 feet, thence South 38 degrees 29 minutes 37 seconds East 66.13 feet, thence South 68 degrees 07 minutes 28 seconds East 63.62 feet, thence South 04 degrees 58 minutes 19 seconds East 63.73 feet, thence South 26 degrees 08 minutes 45 seconds East 143.37 feet, thence South 89 degrees 57 minutes 31 seconds West 110.17 feet, thence North 26 degrees 07 minutes 03 seconds West 152.92 feet, thence South 29 degrees 54 minutes 00 seconds West 51.43 feet to a point of curve to the right, thence Southwesterly along said curve having a radius of 24.51 feet through a central angle of 60 degrees 06 minutes 00 seconds for an arc length of 25.71 feet (chord bears South 59 degrees 57 minutes 00 seconds West 24.55 feet), thence North 90 degrees 00 minutes 00 seconds West 52.74 feet to a point of curve to the right, thence Northwesterly along said curve having a radius of 24.51 feet through a central angle of 89 degrees 5 minutes 08 seconds for an arc length of 38.43 feet (chord bears North 45 degrees 04 minutes 56 seconds West 34.61 feet), thence North 00 degrees 09 minutes 52 seconds West 123.35 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 22.51 feet through a central angle of 65 degrees 24 minutes 39 seconds for an arc length of 25.70 feet (chord bears North 32 degrees 32 minutes 28 seconds East 24.32 feet), thence North 65 degrees 14 minutes 47 seconds East 15.52 feet to a point of curve to the left, thence Northeasterly along said curve having a radius of 12.49 feet through a central angle of 18 degrees 20 minutes 47 seconds for an arc length of 4.00 feet (chord bears North 56 degrees 04 minutes 24 seconds East 3.98 feet), thence North 46 degrees 54 minutes 00 seconds East 95.56 feet to a point of curve to the left, thence Northeasterly along said curve having a radius of 12.49 feet through a central angle of 21 degrees 51 minutes 07 seconds for an arc length of 4.76 feet (chord bears North 35 degrees 58 minutes 26 seconds East 4.74 feet), thence North 25 degrees 02 minutes 53 seconds East 71.50 feet, thence North 21 degrees 32 minutes 33 seconds East 41.35 feet, thence South 73 degrees 35 minutes 20 seconds East 68.75 feet to the POINT OF BEGINNING, containing 1.31 acres, more or less.

Moore Bass Consulting <small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</small>		<small>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</small>		FILE # 13-100 CONTRACT # G59.006 NOTEBOOK # DATE 08/06/13 DRAWN BY
MOORE BASS CONSULTING, INC. <small>805 N. GADSDEN STREET TALLAHASSEE, FL 32303 (904) 222-5678 CERTIFICATE OF AUTHORIZATION No. 00007245</small>	CLIENT NAME BLRD13, LLC	PROJECT NAME PRESERVE AT BUCK LAKE	SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT #2) 2 OF 2	

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**Conservation Areas Management Plan
for
Preserve at Buck Lake**

Parcel ID #11-23-20-401-000-0
MBC #1659.006/13-100

July 25, 2013
Revised August 15, 2013

The purpose of this document is to outline management guidelines for cleaning up and maintaining the designated conservation easement areas within the Preserve at Buck Lake residential subdivision. The areas shall be maintained by the Preserve at Buck Lake Homeowners Association. The property owner will be responsible for management until the HOA is formed. The project is generally located in the southeast corner of the intersection of Alban Stewart Way and Buck Lake Road. The conservation area is generally located within the 100 year floodplain and 50 foot waterbody buffer area east of the project site, and are labeled as conservation easements #1 and #2. These areas are designated as conservation area in the post development condition. The goal of the Management Plan is to provide for the following:

1. Remove exotic and invasive vegetative species within the conservation areas. Invasive exotic species shall be those identified on Leon County's List of Invasive Exotic Plants.
2. Remove any dead or dying vegetative materials that present the potential to cause harm to humans.
3. Improve habitat for existing environment including birds, insects and other wild life within the conservation areas.
4. Limit impacts to native vegetation and soils during invasive plant control and other management activities.

Based on findings of exotic and invasive species, and the goals as previously outlined, we recommend using the following procedures in order to properly manage the natural area and open space located on this project. All work performed within the Natural Areas shall be performed by or supervised by personnel trained and experienced in invasive and exotic plant identification and control and native plant identification. Anyone handling or applying herbicides within the Natural Areas shall be properly licensed through the Bureau of Compliance Monitoring as per Chapter 487.

1. Remove identified invasive species from the site. This should be done by using both mechanical/physical and chemical control methods. Mechanical/physical control methods will be using pruners, saws, and shovels to remove all larger species (taller than 6'). Vines located within trees will be trimmed and severed at the highest possible point reachable by ladder, or climbing of the tree, but not by heavy equipment such as boom trucks or tractors equipped with a man bucket. Once the plant has been cut down, either spray the stump with a herbicide intended for this purpose, or make efforts to remove the root system to prevent the plant from re-emerging, unless by doing so would disturb a considerable area of soil. For species that are smaller (6' or less), mechanical/physical control methods or chemical methods can be used. For chemical methods, application of a dichlorprop, dicamba, picloram, or glyphosate based herbicide as per the manufacturer directions should be used. Some of these products are most

EXHIBIT "B"

effective depending on the season. As well some may not be appropriate for use due to soil mobility and non-target impacts. After application, monitor the plant material to ensure effectiveness. Multiple applications may be necessary to eradicate the invasive species. Remove these materials once it has been verified that the herbicide has effectively killed all of the plant. Once these materials have been removed, haul all invasive species away from the site for proper disposal.

2. Locate and trim all dead wood that could be considered a hazard to the public such as hanging branches, vines, dead or dying trees. Keep in mind that if there is no possibilities that the dead wood could cause harm to pedestrian traffic, it should remain and decay "naturally". Consult with Leon County Department of Development Support and Environmental Management for consult if an item is questionable. Items that are over 10" in diameter will be managed, but will remain on the Natural Area floor as these materials will contribute to the insect and bird ecosystem within the area. Items less than 10" in diameter will be chipped and applied within the natural areas as mulch. Utilizing the existing vegetation for mulch will aid in further weed prevention, as well as add organic material for remaining vegetation to use for food and topsoil.
3. Review areas after activities to ensure that no bare soil areas exist. If so, mulch these areas with Pine Straw Mulch to a compacted depth of 3"-4". The benefits of this are noted in item #2; as well have helps stabilize the bare soils and helps in run-off prevention during heavy bouts of rain.
4. Perform routine, follow-up visits every 2 months for 6 months after the initial removal to review effectiveness of the Invasive Plant Management Plan. These visits should be documented and include assessment of entire area managed, invasive species observed, documentation of herbicide applied to new invasive vegetation, monitoring of pruning desirable vegetation, and if necessary, mulching.
5. A report summarizing the treatment and follow-up efforts shall be submitted to Leon County Department of Development Support and Environmental Management 6 months after initial treatment begins. Additional reports shall be submitted every year until the invasive plant cover falls below 1%. After that, a review and report shall be submitted every 3 years and shall accompany the operating permit renewal.
6. Install permanent metal markers at locations along the boundary of the conservation easement so that the limits are readily discernable.

EXHIBIT "B"

Invasive and Exotic Species Control Table

Common Name*	Scientific Name	Treatment Method	Herbicide	Treatment Date (Month/Year)	Estimated Cost
Russian Olive	<i>Eleagnus angustifolia</i>	Mechanical/ Chemical	Glyphosate*		
Coral Ardisia	<i>Ardisia crenata</i>	Mechanical/ Chemical	Glyphosate*		
Glossy Privet	<i>Ligustrum lucidum</i>	Mechanical/ Chemical	Glyphosate*		
Chinese Privet	<i>Ligustrum sinense</i>	Mechanical/ Chemical	Glyphosate*		
Wild Grape	<i>Vitis vinifera</i> subsp. <i>sylvestris</i>	Mechanical/ Chemical	Glyphosate*		
Camphor Tree	<i>Cinnamomum camphora</i>	Mechanical/ Chemical	Glyphosate*		
Japanese Honeysuckle	<i>Lonicera japonica</i>	Mechanical/ Chemical	Glyphosate*		
Chinaberry Tree	<i>Melia azadarach</i>	Mechanical/ Chemical	Glyphosate*		

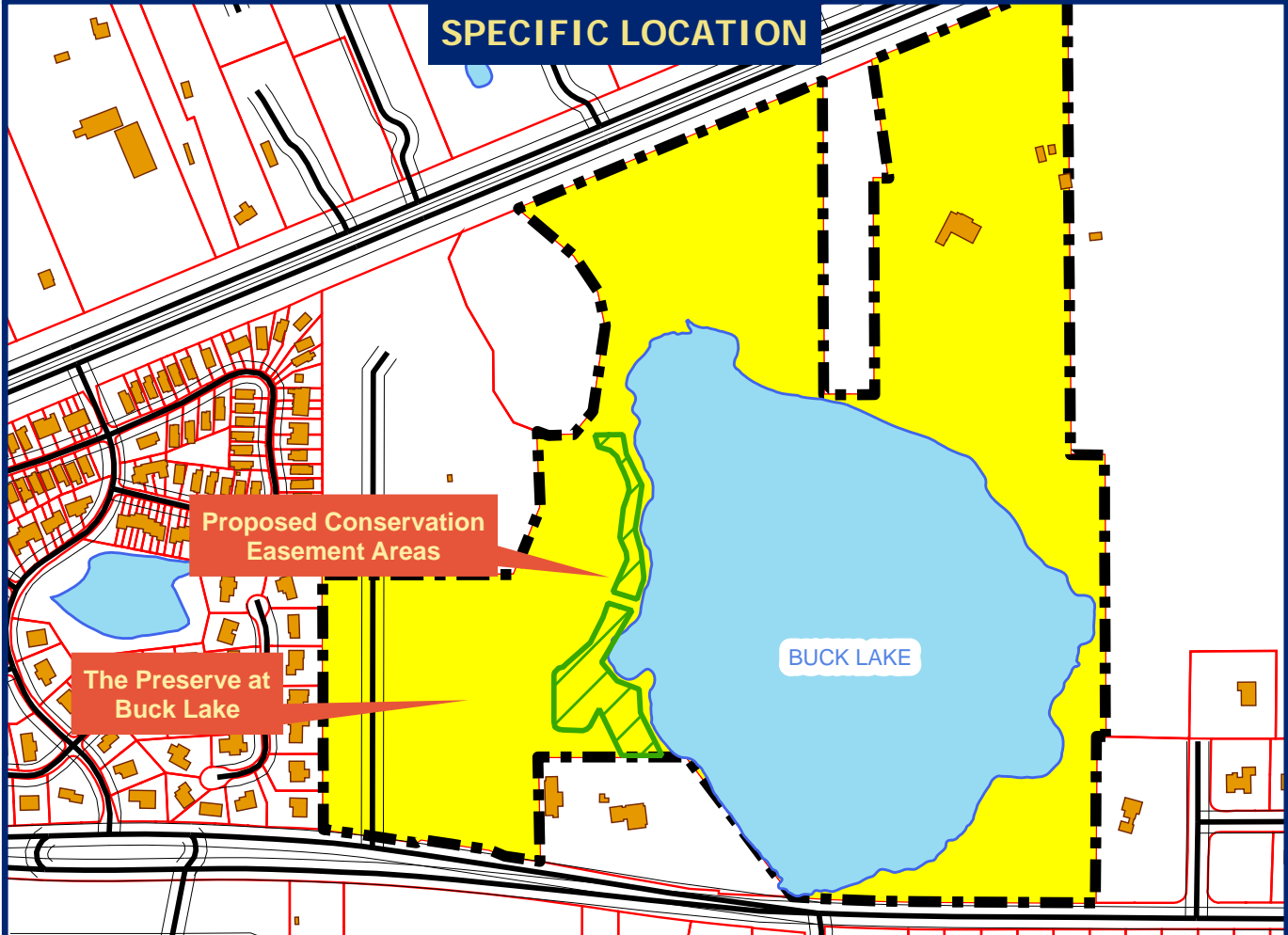
*Herbicides will be chosen and used based on season, temperature, application, and effectiveness.

EXHIBIT "B"

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
PROPOSED CONSERVATION EASEMENT MAP

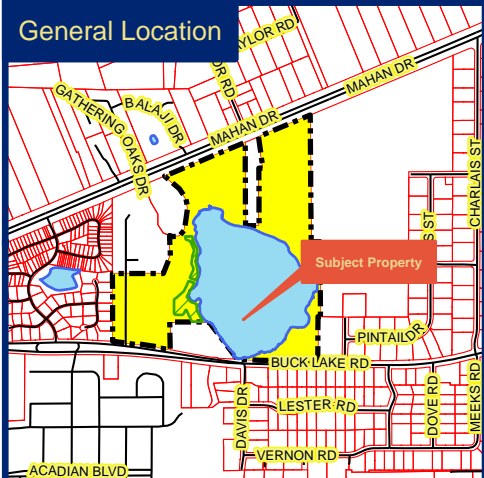
Attachment: 2
Page: 1 of 1

SPECIFIC LOCATION



The Preserve at Buck Lake
Type A Subdivision

General Location

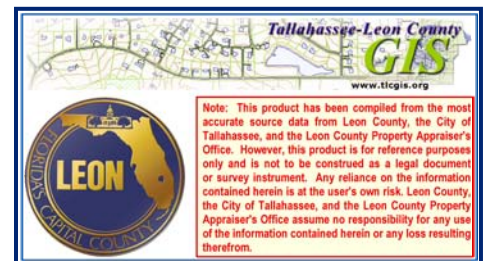


1 inch = 500 feet

0 250 500 1,000 Feet

Legend

- Proposed Conservation Easement
- Buildings
- Waterbodies
- Subject Property
- Parcels



**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Award Bid to Jimmie Crowder Excavating & Land Clearing, Inc. in the Amount of \$3,075 to Demolish and Remove Dilapidated Structure and Miscellaneous Debris in Accordance with Public Nuisance and Abatement Ordinance

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Public Works and Community Development David McDevitt, Development Support & Environmental Management Department
Lead Staff/ Project Team:	Emma Smith, Permit and Code Services Director

Fiscal Impact:

This item has a fiscal impact to the County. The associated cost of \$3,075 is to demolish a structure on property, which may reasonably threaten the public health, safety, or welfare, or adversely affect and impair the economic welfare of other property. Funds are available in the Permit & Compliance's FY14 Operating Budget; if the County is not reimbursed for the expenditure from the property owner, then a lien is placed on the property.

Staff Recommendation:

Option #1: Approve the award of bid to Jimmie Crowder Excavating & Land Clearing, Inc. in the amount of \$3,075 to demolish and remove dilapidated structure and miscellaneous debris in accordance with Public Nuisance and Abatement Ordinance.

Report and Discussion

Background:

At the July 16, 1996 Board meeting, a second and final Public Hearing on Nuisance Abatement Ordinance was conducted and approved (Attachment #1). The Ordinance makes a property owner responsible for keeping his or her property free from debris at his or her own expense, and subject to Code Enforcement Board (CEB) action for failure to do so. Debris includes, but is not necessarily limited to, dilapidated structures, including real property, personal property, or fixtures which have caused or may cause the property to threaten the public health, safety, or welfare, or adversely affect and impair the economic welfare of other property. Such debris is declared under the Ordinance to constitute a public nuisance, which may be abated by the County should the property owner fail to do so after being cited by a code inspector, and the matter is heard at a CEB hearing.

There is a fiscal impact associated with this Ordinance in relation to abatement when the property owner fails to abate the nuisance. At the direction of the Board, staff is required to bring back individual budget requests for each situation where staff feels the abatement procedure should be followed. Any costs incurred by the County in abating the nuisance will be charged back to the property owner in the form of a lien, if the owner does not reimburse the County.

This item seeks Board authorization to award \$3,075 from the Permit and Compliance budget to demolish a dilapidated structure and remove miscellaneous debris in accordance with the Public Nuisance Abatement Ordinance.

At the July 18, 2013 CEB meeting, the CEB members found that the owner of a dilapidated structure and miscellaneous debris, located at 9523 Lance Road, was in violation of Section 14-2 and Section 14-31 of the Leon County Code of Laws, which states that,

“Dilapidated structures, including real property, personal property or fixtures, on any parcel of land in the County, which may reasonably cause the property to threaten the public health, safety, or welfare, or which may reasonably cause disease, or adversely affects the economic welfare of other property, constitutes a public nuisance and is prohibited, and every owner of real property in the County has a duty to keep his or her property free of any nuisance at his or her expense.”

“No owner or occupant shall cause or permit junk to remain in or upon any yard, garden, lawn, open outbuilding, or open area of any private property in the county for a period in excess of fifteen (15) days, other than in an enclosed receptacle.”

On August 15, 2013, the CEB’s Order was signed, which provided the property owner 30 days from the date of the Order to demolish the structure in accordance with Public Nuisance Abatement Ordinance 96-07 (Attachment #2). As of this date, the property owner has made no attempt to bring the property into compliance. Based on this information, staff is requesting approval to have the demolition services and the removal of miscellaneous debris performed.

Title: Approval to Award Bid to Jimmie Crowder Excavating & Land Clearing, Inc. in the Amount of \$3,075 to Demolish and Remove Dilapidated Structure and Miscellaneous Debris in Accordance with Public Nuisance and Abatement Ordinance

October 8, 2013

Page 3

Analysis:

Staff requested five quotes from local vendors to demolish and remove the dilapidated structure and miscellaneous debris located at 9523 Lance Road. The quotes are listed as follows:

Company	Bid Price	Completion Time
Jimmie Crowder Excavating & Land Clearing, Inc.	\$3,075	1 day
Pyramid Excavation, Inc.	\$4,825	2 days
Florida Developers, Inc.	\$5,475	2 days
Capital Site Development	\$5,600	2 days
Big Bend Builders, LLC	No Response	N/A

The lowest responsible quote received was submitted by Jimmie Crowder Excavating & Land Clearing, Inc., at a cost of \$3,075. Additionally, they will demolish and remove the dilapidated structures and miscellaneous debris from the noted property in a timely manner. Based on the quotes submitted, staff recommends that Jimmie Crowder Excavating & Land Clearing, Inc. perform the demolition and removal services.

The M/WSBE Office has performed an analysis of the quotes to perform demolition services. Since this was done through obtaining quotes, an M/WSBE Aspirational Goal was not included. Of the five firms contacted for quotes for the demolition services, two are M/WSBE firms. Jimmie Crowder Excavating & Land Clearing, Inc. is not an M/WSBE firm, and will be doing 100% of the work. The M/WSBE Office supports the staff's recommendation (Attachment #3).

Options:

1. Approve the award of bid to Jimmie Crowder Excavating & Land Clearing, Inc. in the amount of \$3,075 to demolish and remove dilapidated structure and miscellaneous debris in accordance with Public Nuisance and Abatement Ordinance.
2. Do not approve the award of bid to Jimmie Crowder Excavating & Land Clearing, Inc. in the amount of \$3,075 to demolish and remove dilapidated structure and miscellaneous debris in accordance with Public Nuisance and Abatement Ordinance.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Public Nuisance Abatement Ordinance No. 96-07
2. Code Enforcement Board Order
3. M/WSBE Statement

ORDINANCE NO. 96-07

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 14 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO PUBLIC NUISANCES; PROVIDING FOR A DESCRIPTION OF A PUBLIC NUISANCE; PROVIDING FOR A DEFINITION OF "DILAPIDATED STRUCTURE"; PROVIDING THAT LANDS SHALL BE KEPT FREE OF DILAPIDATED STRUCTURES; PROVIDING FOR INSPECTION OF PROPERTY; PROVIDING FOR ABATEMENT PROCEDURES, PROVIDING FOR ENFORCEMENT AND IMPOSITION OF LIENS; PROVIDING FOR AN AMENDED DEFINITION OF JUNK; PROVIDING JURISDICTION FOR CODE ENFORCEMENT BOARD; REPEALING SECTIONS REFERENCING BOARD OF ADJUSTMENT AND APPEALS' JURISDICTION TO HEAR APPEALS REGARDING MINIMUM HOUSING CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is concerned with the potential harmful affects of abandoned and neglected property which constitutes a public nuisance on the health, safety and welfare of the residents of Leon County; and,

WHEREAS, there is an interest in protecting the value of property in Leon County; and,

WHEREAS, the Board of County Commissioners has indicated an intent to enact an ordinance providing for abatement of public nuisances; and,

WHEREAS, there is sufficient information available at this time to enact such an ordinance;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Public Nuisances and Abatement. The Code of Laws of Leon County,
Florida, is hereby amended by adding an Article I to Chapter 14 which article shall read as
follows:

Article I. Public Nuisances. In general.

14-1. Definitions.

The following words, terms and phrases, when used in this article, shall have the
meanings ascribed to them in this section, except where the context clearly indicates a different
meaning:

Building shall mean any structure, either temporary or permanent, built for the support,
shelter, or enclosure of persons, chattels, or property of any kind. "Building" shall include
tents, trailers, or mobile homes serving in any way the function of a building.

Code Inspector shall mean the Director of the Department of Growth and
Environmental Management of the county and his or her designees.

Dilapidated Structure shall mean any building which as a result of a failure to make
necessary repairs, exhibits defective structural elements, whether or not such structural defects
are manmade, or which has otherwise been allowed to deteriorate, decay, or fall into or
remain in partial or total ruin such that said building may threaten the public health, safety, or
welfare, or adversely affect and impair the economic welfare of other property.

Occupant shall mean any person holding a written or oral lease of, or occupying the
whole or part of, the premises.

1 *Owner* shall mean any person who, alone or jointly or severally with another has legal
2 title to any premises, with or without accompanying actual possession thereof.

3 *Premises* shall mean a lot, plot, tract, parcel of land, or other real estate including the
4 buildings and structures thereon.

5 14-2. Existence of dilapidated structures upon lands prohibited.

6 (a) The existence of dilapidated structures, including real property, personal
7 property or fixtures, on any lot, tract, parcel of land, or other real property in the county,
8 whether improved or unimproved, which has caused the property to become a threat to, or
9 which may reasonably cause the property to threaten, the public health, safety, or welfare, or
10 adversely affects and impairs the economic welfare of other property, constitutes a public
11 nuisance and is prohibited, and every owner of real property in the county has a duty to keep
12 his or her property free of any nuisance at his or her expense.

13 14-3. Inspection of Lands to Determine Violation.

14 The code inspector shall, as often as may be necessary, inspect land within the county
15 to determine if a violation of this chapter exists.

16 14-4. Enforcement. Notice and Hearing.

17 If a code inspector shall determine that a public nuisance exists in accordance with the
18 standards set forth in these sections on any lot, tract, parcel, or other real property within the
19 county, whether improved or unimproved, the inspector shall:

20 (a) Cause a notice to be issued to the owner of the premises. The notice shall
21 describe the nature and location of the alleged noncompliance, specify what remedial steps are
22 necessary to bring the premises into compliance with this article, and identify the date by

1 which the violation must be remedied. The owner shall immediately commence the
2 recommended remedial action and shall complete the remedial actions within the time specified
3 in the notice.

4 (b) If the property owner fails to complete the recommended remedial action
5 within the time allowed after notice, a code inspector may initiate enforcement proceedings
6 before the code enforcement board and obtain an order requiring compliance with this article,
7 and/or may initiate proceedings in the circuit court as provided by general law.

8 (c) If an owner fails to comply with an order of the code enforcement board
9 requiring compliance with this article, the code inspector may, in addition to any further action
10 taken by the code enforcement board as to the noncompliance, cause the nuisance to be abated
11 as provided herein.

12 The provisions of this article are in addition to provisions and requirements set forth in
13 other chapters or portions of this Code, and by state law.

14 14-5. Abatement by the County.

15 If after a hearing, as provided for in Chapter 6, the code enforcement board determines
16 that the conditions which exist on the property constitute a public nuisance, the owner of the
17 property shall have a reasonable time, as determined by the code enforcement board, to
18 remove or correct the conditions, after which time the county, through the county
19 administration or agents or contractors hired by the county administration, shall have the right
20 to have the conditions abated at the expense of the property owner. Upon having the nuisance
21 abated, the county shall mail, by certified mail, return receipt requested, to the owner a notice
22 of the cost of abating the conditions. If payment is not received within fifteen (15) days after

1 the mailing of the notice of assessment for the work together with all costs of inspection and
2 administration, the county may file a lien against the property for the actual cost of the work,
3 inspection and administration costs, interest, plus reasonable attorney's fee, and other costs of
4 collecting the sums. Nothing herein shall be construed to prevent the county from exercising
5 its discretion to increase or decrease charges based on costs or bid considerations or utilizing
6 means other than that contemplated in the notice provided for in this section to abate the
7 condition violative of this article.

8 14-6. Abatement Bid Procedure

9 The county shall obtain competitive bids pursuant to the county's normal bidding,
10 purchasing and contracting requirements for services entailed in carrying out the abatement of
11 nuisances under this article. The successful bidder shall be required to provide insurance and
12 bonding as the county deems advisable.

13 Section 2. **Chapter 14, Public Nuisances.** Article II. Junk, Section 14-26. Definitions of
14 "code inspector" and "junk" shall be amended as follows:

15 14-26. Definitions.

16 Code Inspector shall mean the Director of the Department of Growth and
17 Environmental Management of the county and his or her designees. ~~chief building official of~~
18 ~~the county and his designees.~~

19 *Junk* shall mean any garbage, rubbish or litter, any junked or abandoned motor vehicle
20 or parts thereof, any dilapidated structure (as defined in Article I of this chapter), and any real
21 property, fixture, personal property or other article having only nominal salvage value, which
22 has been left unprotected from the elements. It shall not include reasonable natural debris

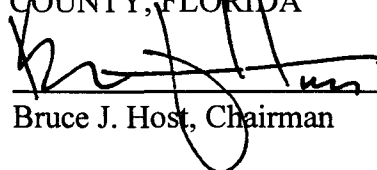
If any word, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date.

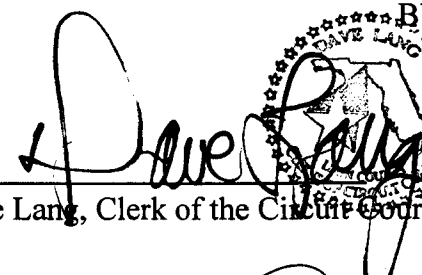
This ordinance shall have effect upon becoming law.

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

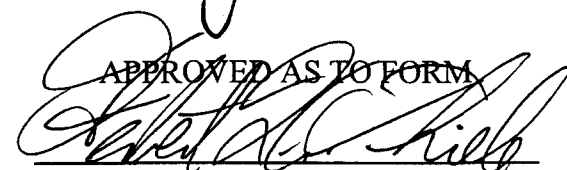
BY:


Bruce J. Host, Chairman

ATTEST:


Dave Lang, Clerk of the Circuit Court

APPROVED AS TO FORM


Herbert W.A. Thiele, Esq.
County Attorney

F:\USERS\JEL\NUISANCE.ORD

LEON COUNTY CODE ENFORCEMENT BOARD

LEON COUNTY, a Charter County
and Political Subdivision
of The State of Florida,

Petitioner,
vs.

CEB CASE NO.: 13-048

James and Kimberly Prine,

Respondents.
_____ /

FINDINGS OF FACT, CONCLUSION OF LAW, AND ORDER

THIS CAUSE came for a duly noticed public hearing before the Leon County Code Enforcement Board ("Board") on July 18, 2013. Having heard testimony under oath and received evidence, the Board issued its findings of fact and conclusions of law and entered its Order in this case. On August 15, 2013, the Board issues its findings of fact and conclusions of law and entered its Amended Order in this case as follows:

FINDINGS OF FACT

1. Respondents James and Kimberly Prine are the owners of the property upon which the violation(s) occurred; were served with proper notice of these proceedings; and were neither present nor represented by counsel at the hearing.
2. A Notices of Violation, requesting that the violations be corrected within thirty (30) days was provided to the Respondents through certified mail on January 28, 2013 and was returned unclaimed.
3. The violations were not corrected as requested, which resulted in the issuance of a Notice of Violations and Request for Hearing, which was sent via certified mail and posted at both the referenced property and the Leon County Courthouse on June 20, 2013.
4. On or before January 28, 2013, an inspection conducted by the Petitioner revealed that there was a dilapidated structure and miscellaneous junk causing a public nuisance on the subject property located at 9523 Lance Road, Tax ID #33-17-40- E-012-0, in violation of Chapter 14 Sections 14-2, 14-31 and 14-5, Leon County Code of Laws.

CONCLUSIONS OF LAW

5. Section 14-2 of the Leon County Code of Laws states that dilapidated structures, including real property, personal property or fixtures, on any parcel of land in the county, which may reasonably cause the property to threaten, the public health, safety, or welfare, or which may reasonably cause disease, or adversely affects the economic welfare of other property, constitutes a public nuisance and is prohibited, and every owner of real property in the county has a duty to keep his or her property free of any nuisance at his or her expense.

LEON COUNTY CODE ENFORCEMENT BOARD
CEB CASE NO. 13-048
PAGE TWO

6. Section 14-31 of the Leon County Code of Laws states that no owner or occupant shall cause or permit junk to remain in or upon any yard, garden, lawn, open outbuilding, or open area of any private property in the county for a period in excess of fifteen (15) days, other than in an enclosed receptacle.

7. Section 14-5 provides that, "If after a hearing, as provided for in Chapter 6, the code enforcement board determines that the conditions which exist on the property constitutes a public nuisance, the owner of the property shall have a reasonable time, as described by the code enforcement board, to remove or correct the conditions, after which time the county, through the county administration or agents or contractors hired by the county administration, shall have the right to have the conditions abated at the expense of the property owners."

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, and pursuant to the authority granted in Chapter 162, Florida Statutes, and Chapter 6, Leon County Code of Laws, the Board voted 5 in favor to 0 opposed, it is hereby ORDERED:

1. The Board finds Respondents in violation of Chapter 14 Sections 14-2, 14-31 and 14-5 of the Leon County Code of Laws, and;
2. That the condition causing the violation presents a serious threat to the public health, safety, and welfare, and that the property constitutes a public nuisance;
3. That Respondents are required to obtain any permits required by the Florida Building Code to erect, secure, repair, remove or demolish the structure within thirty (30) days from the date of this Order, exclusive of staff review time; deadline being September 14, 2013;
4. That Respondents are required to obtain all inspections required pursuant to the Florida Building Code and an Affidavit of Compliance within thirty (30) days of the permit issuance date;
5. That Respondents are required to properly store or dispose of the miscellaneous junk located on the referenced property within thirty (30) days from the date of this Order, exclusive of staff review time; deadline being September 14, 2013;
6. The Respondents shall be responsible for notifying the Leon County Development Support and Environmental Management Department, at (850) 606-1300, to schedule an inspection of the property upon bringing the property into compliance.
7. That a fine shall be assessed in the amount of \$35.00 for each day thereafter that the violation exists beyond the ordered deadline date, and an Order Imposing Fine and Notice of Lien will be filed against the Respondents immediately if the property is not brought into compliance by the ordered deadline date.

LEON COUNTY CODE ENFORCEMENT BOARD
CEB CASE NO. 13-048
PAGE THREE

8. That if the property is not brought into compliance by the ordered deadline date, staff is authorized to notify the Board of County Commissioners of the condition of the property so that the County may exercise its option to abate the nuisance at the expense of the property owners.

NOTICE OF REVIEW TO THE CIRCUIT COURT

The parties are hereby notified that upon the timely filing of a Notice of Appeal with the Clerk of Circuit Court within thirty (30) days of the date of this Order, you may have the decision of the Code Enforcement Board reviewed by the Circuit Court.

DONE AND ORDERED this 15 day of August, 2013.

LEON COUNTY CODE ENFORCEMENT BOARD

BY: Bonnie Johnson
BONNIE JOHNSON, CHAIRPERSON

ATTESTED TO:

BY: Spencer H. Lowe
COMPLIANCE BOARD COORDINATOR

I hereby certify that a true copy of the above Order has been sent to Respondents James and Kimberly Prine, Post Office Box 3825, Tallahassee, Florida 32315 by U.S. First Class and Certified Mail, this 11 day of August, 2013.

Spencer H. Lowe
Leon County Compliance Board Coordinator

RECORDING OF THIS ORDER IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SHALL CONSTITUTE NOTICE THAT THE SUBJECT PROPERTY IS IN VIOLATION OF CHAPTER 14, SECTIONS 14-2, 14-31 AND 14-5 LEON COUNTY CODE OF LAWS, AND THE FINDINGS THEREIN SHALL BE BINDING UPON ANY SUBSEQUENT PURCHASERS, SUCCESSORS IN INTEREST, OR ASSIGNS.

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memorandum

Attachment #3
Page 1 of 1

Date: September 17, 2013

To: Emma Smith, Permit and Code Services Director
Permit and Code Services/Development Support and Environmental Management
Dept. of Public Works and Community Development

From: Shanea Y. Wilks, Director
Minority, Women, & Small Business Enterprise (MWSBE) Division
Office of Economic Development & Business Partnerships

Subject: M/WSBE Analysis for Demolition Services

The Minority, Women, & Small Business Enterprise (MWSBE) Division has reviewed the quotes submitted by five (5) firms for the provision of demolition services associated with the Public Nuisance Abatement Ordinance. There are no aspirational targets associated with this project; however, two of the respondents are certified through the MWSBE Division. Quotes were received from **Jimmie Crowder Excavating & Land Clearing, Inc. (lowest bidder), Pyramid Excavation, Inc., Florida Developers, Inc., Capital Site Development, and Big Bend Builders** and they are as follows:

Company	Certification	Bid Price	Completion Time
Jimmie Crowder Excavating & Land Clearing	N/A	\$3,075	1 Day
Pyramid Excavation	N/A	\$4,825	2 Days
Florida Developers, Inc.	MBE	\$5,475	2 Days
Capital Site Development	SBE	\$5,600	2 Days
Big Bend Builders, LLC	N/A	No Response	N/A

/syw

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of Solid Waste Rate Resolution

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

Fiscal Impact:

This item has a fiscal impact. The proposed Solid Waste Rate Resolution will establish the new tipping fee at the Solid Waste Transfer Station, as specified in the solid waste rate study approved by the Board at the April 23, 2013 meeting, and adjust the fees for the disposal of electronics and tires.

Based on the rate study, the tipping fee will be reduced from the current \$41.80/ton to \$36.50/ton, and will provide an estimated \$435,000 in collective annual savings to the City and County. The new tipping fee is projected to generate \$5.4 million, and is contemplated in the FY 2014 budget.

Staff Recommendation:

- Option #1: Approve the proposed Solid Waste Rate Resolution reducing the current tipping fee and increasing the disposal fees for electronics and tires (Attachment #1).
- Option #2: Authorize the County provide the cost savings of \$2.65 per ton associated with the hauling and disposal contract to the City of Tallahassee for tonnage processed at the Transfer Station between May 1, 2013 and September 30, 2013.

Report and Discussion

Background:

At the December 13, 2011 meeting, the Board authorized staff to hire a consultant to assist with the strategic planning process for the County's solid waste program. The consultant conducted an in-depth analysis of the dynamics surrounding both the County's and City's solid waste systems. A report of the consultant's findings was presented to the Board for consideration as part of the July 10, 2012 budget workshop, wherein KCI developed a three-stage approach to strategically evaluate and select the appropriate options for disposal, processing, and collection.

Specific to disposal, the workshop addressed notification of the City of Tallahassee's intent to allow the terms of the solid waste interlocal agreement to expire May 1, 2012. The agreement governed the disposal of City waste at the Transfer Station. Despite this notification, City and County have expressed a desire to partner to address the community's long-term solid waste issues with positive outcomes both fiscally and environmentally. The City's waste comprises more than 70% of the material received at the Transfer Station, which have significant financial and operational implications for Leon County. The City and County remain in negotiations regarding the disposal of solid waste generated by the City.

Currently, Leon County contracts with Waste Management, Inc. for waste hauling and disposal services. Waste that is delivered to the Transfer Station is loaded into long-haul trailers and hauled to the Springhill Landfill located in Jackson County. Given the favorable existing term for disposal services with Waste Management, and the inability to identify a cost-effective alternative disposal option, on December 11, 2012, the Board approved an amendment to the Solid Waste Hauling and Disposal Services Agreement. The amended agreement reduced the hauling fee by 10%, and established a fixed fuel surcharge for two years. These fees are discussed further in the following analysis section.

On April 23, 2013, following a budget workshop that included the acceptance of a solid waste rate study conducted by Governmental Service Group, the Board directed staff to prepare the appropriate fee resolution to implement a reduced tip fee at the Transfer Station. The rate also included cost associated with the operation of the transfer station and hazardous waste disposal programs, and cost escalators (inflation and fuel surcharges) included in the hauling contract.

Negotiating a reduced fee for hauling and disposal services, which allows for a corresponding reduction of the Transfer Station Tipping fee, is an essential component of the following FY2012 & FY2013 Strategic Initiative that the Board approved during its January 29, 2013 meeting:

“Develop and implement strategies for 75% recycling goal by 2020, including seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling.”

This particular Strategic Initiative aligns with the Board's Strategic Priority – Environment,

“Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including solar.” (EN4)

Analysis:

The amended waste disposal and hauling agreement reduced the waste disposal rate by 10%. Effective

May 1, 2013, the tonnage rate was reduced from \$26.69 to \$24.04/ton, a reduction of \$2.65. The agreement with Waste Management includes a very favorable scope of services for the County, which includes: no required annual tonnage; the ability to divert waste for recycling and other environmental benefits; five-year extensions to the agreement at the County's sole discretion; and, rate locks at 75% of CPI and fuel adjustment charges. As the cost to the County was reduced beginning in May, it is appropriate to provide the portion of the savings (\$2.65 per ton) to the City associated with the City's tonnage processed from May through September.

As presented and approved by the Board during the April 23rd workshop, the County is continuing to work with Marpan Recycling to seek alternative options for disposal of non-recyclable items with the intent of no longer accepting waste from Marpan Recycling by the summer of 2014; thereby, allowing for a complete closure of the landfill. With the anticipated closure of the landfill, the reduced costs of hauling and disposal, and other operational efficiencies, the tipping fee could correspondingly be reduced from the current \$40.80/ton to \$36.50/ton. Table 1 reflects the component of the reduced tipping fee as outlined in the rate assessment study.

Table #1: New Tipping Fee Components	
Hauling and Disposal	24.04
Fuel Surcharge	2.16
Transfer Station Operation	6.50
Household Hazardous Waste Program	3.80
Total Tipping Fee - Effective Oct. 1, 2013	36.50

The reduced rate provides a savings of \$5.30/ton; and, based on existing volume processed at the Transfer Station, the amended agreement will result in an estimated annual collective savings of \$435,000 to the City and County. The revenue associated with the new tipping fee has been contemplated in the FY 2014 budget.

As mentioned previously, the County is negotiating with the City regarding an interlocal agreement to handle the disposal of waste generated from the incorporated area of the County. Any disposal rates negotiated with the City, through an interlocal agreement, would supersede the rates in the attached rate Resolution.

In addition, the current rates for electronics and tire disposal do not cover the cost of the programs. In order to align program costs with the related electronics and tire disposal, staff is recommending that the rates for electronics and tires be changed from \$90/ton and \$160/ton, respectively, to the available market rate. All other solid waste rates, including yard debris disposal, have been left unchanged.

Options:

1. Approve the proposed Solid Waste Rate Resolution reducing the current tipping fee and increasing the disposal fees for electronics and tires (Attachment #1).
2. Authorize the County provide the cost savings of \$2.65 per ton associated with the hauling and disposal contract to the City of Tallahassee for tonnage processed at the Transfer Station between May 1, 2013 and September 30, 2013.
3. Do not approve the proposed Solid Waste Rate Resolution reducing the current tipping fee and increasing the disposal fees for electronics and tires.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. Solid Waste Rate Resolution

VSL/AR/WSR/MT

RESOLUTION: 2013 - _____

**A RESOLUTION SETTING SOLID WASTE TIPPING FEE RATES
AT LEON COUNTY SOLID WASTE MANAGEMENT FACILITIES**

WHEREAS, Section 18-141, Article IV, of the Leon County Code of Laws, provides that solid waste tipping fees are to be set by resolution of the Board of County Commissioners, in accordance with the law; and

WHEREAS, the interlocal agreement with the City of Tallahassee regarding waste disposal, which established tipping fee rates at the Transfer Station facility, expired on May 1, 2012; and,

WHEREAS, any future rates established in an interlocal agreement by and between the City of Tallahassee will supersede the rates in this resolution; and,

WHEREAS, the Board of County Commissioners adopted a solid waste rate study on April 23, 2013; and

WHEREAS, the rate study established the tipping fee that included the costs of hauling and disposal, fuel surcharge, hazardous waste and inflationary increases.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. Effective on October 1 of each year commencing in 2013, as hereby designated below, the tipping fee disposal rates at the Leon County Transfer Station Facility shall be:

Description	Tipping Fee Per Ton *
Hauling and Disposal ⁽¹⁾	\$24.04
Fuel Surcharge ⁽²⁾	\$2.16
Transfer Station Operations ⁽³⁾	\$6.50
Household Hazardous Waste ⁽³⁾	\$3.80
Total Tipping Fee	\$36.50

And adjusted annually according to:

- (1) Commencing October 1, 2015; Annually 75% of Consumer Price Index
- (2) Annual fuel adjustments are calculated per the Waste Management Inc. Agreement and are based upon the change in Consumer Price Index and the Oil Price Information System report for Ultra Low Diesel.
- (3) The lesser of 4% or Annual CPI Rate

2. Effective October 1, 2013, the following tipping fee rates shall be as hereby designated below for the Solid Waste Management Facilities:

Material	Fee Per Ton
Transfer Station	
Special Handling	100.00
Records	100.00
Dead Animals	100.00
Solid Waste Management Facility	
Asbestos	100.00
Electronics	Available market rate
Tires	Available market rate
Yard Debris Clean, City of Tallahassee	27.00
Yard Debris Bagged, City of Tallahassee	39.00
Yard Debris, Other	39.00
Soil Disposal	Negotiable

3. The tipping fee rates established and set forth herein shall supersede any other previous Board actions to the extent of any conflict or inconsistency herewith.
4. The tipping fees rates established and set forth herein shall apply retroactively to October 1, 2013.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida this 8th day of October, 2013.

LEON COUNTY, FLORIDA

By:

Nicholas Maddox, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Agreements with DISC Village and the Domestic Violence Coordinating Council and Approval of Allocation of Funds for the Public Safety Coordination Council's FY 2014 Initiatives

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Wanda G. Hunter, Director, Office of Intervention and Detention Alternatives Nicholas Chaviano, Diversion Alternatives Analyst

Fiscal Impact:

This item has a fiscal impact. Funds in the amount of \$110,000 are included in the FY 2014 Diversionary Program budget. An additional \$15,000 remaining in the FY 2013 Diversionary Program budget needs to be carried forward and appropriated in FY 2014 in order to fully fund the \$25,000 contract with the Domestic Violence Coordinating Council.

Staff Recommendation:

- Option #1: Approve the amended Agreement with DISC Village to extend vocational services at the Leon County Jail through fiscal year 2013/14, and authorize the County Administrator to execute, in a form approved by the County Attorney.
- Option #2: Approve the Agreement with the Domestic Violence Coordinating Council to provide public awareness and education events in fiscal year 2013/14, and authorize the County Administrator to execute, in a form approved by the County Attorney.
- Option #3: Approve the Resolution and associated Budget Amendment Request in the amount of \$25,000 to provide funding for the Domestic Violence Coordinating Council (Attachment #1).

Report and Discussion

Background:

For the past several years, during the annual budget process, the Board has allocated \$100,000 for the purpose of jail diversion. The Board has designated the PSCC to make recommendations on the most appropriate ways to invest the funds into programs and initiatives that best maximize this objective.

Since the Board's initial directive and funding allocation, the Public Safety Coordinating Council has recommended a variety of programs and initiatives designed to manage the jail population. The PSCC, chaired by a County Commissioner, is comprised of County and City law enforcement, jail administrators, Public Defenders, State Attorneys, County and Circuit Judges, State and County probation agents, and local non-profit service providers. The PSCC's recommendations are based upon input from these criminal justice professionals and service providers who regularly review and consider all criminal justice trends and data analysis that impact the makeup of the Leon County jail population. The PSCC's recommendations for FY 2013 and requested funding amounts are identified in the following analysis.

Analysis:

At its September 17, 2013 regular meeting, the Public Safety Coordinating Council voted to recommend the three initiatives enumerated below in furtherance of the Board's directive to manage the jail population. A copy of the letter sent to the Board by the PSCC is included as Attachment #2.

1. Continuation of the Agreement with DISC Village for the LIFT Program: The Lift Program was initiated in October 2010 to provide job training and employability skills to inmates in an effort to assist them gain lawful employment and thereby reduce the probability of their return to jail. DISC Village has requested \$100,000 to continue the Program a fourth year.
2. Support the Domestic Violence Coordinating Council (DVCC): The DVCC requested \$25,000 to provide a wide array of public awareness and education events to many varying populations and citizens of Leon County (Attachment #3).
3. The PSCC further requested the Board to consider providing an additional \$50,000 to support Drug Court.

At the September 17, 2013 public hearing on the 2014 tentative budget, the Board considered the request of the PSCC and voted to support the recommended funding of DISC Village's LIFT Program, and the DVCC's request in the amount of \$25,000. In order to provide the funding \$10,000 of FY 2014 contingency funding was realigned to the Diversionary Program. The Board authorized staff to carry forward \$15,000 in remaining FY 2013 Diversionary Program funds to fully support the contract with the Domestic Violence Coordinating Council.

The additional funding request for the Drug Court program was not approved. The Board voted to agenda an item on funding for Drug Court at a later date if necessary.

Options:

1. Approve the amended Agreement with DISC Village to extend vocational services at the Leon County Jail through fiscal year 2013/14, and authorize the County Administrator to execute, in a form approved by the County Attorney.
2. Approve the Agreement with the Domestic Violence Coordinating Council to provide public awareness and education events in fiscal year 2013/14, and authorize the County Administrator to execute, in a form approved by the County Attorney.
3. Approve the Resolution and associated Budget Amendment Request in the amount \$25,000 to provide funding for the Domestic Violence Coordinating Council (Attachment #1).
4. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Resolution and associated Budget Amendment Request
2. September 17, 2013 Letter from the Public Safety Coordinating Council
3. Domestic Violence Coordinating Council Scope of Services

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2013/2014; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 8th day of October, 2013.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2013/2014 BUDGET AMENDMENT REQUEST

No: BAB14003
Date: 9/26/2013

Agenda Item No:
Agenda Item Date: 10/8/2013

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
110	000	399900	000	Fine and Forfeiture Fund Balance	-	15,000	15,000
					Subtotal:	15,000	-

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
110	508	53400	569	Diversionary Programs	110,000	15,000	125,000
					Subtotal:	15,000	

Purpose of Request:

At the September 17, 2013, public hearing on the 2014 tentative budget, the Board considered the request of the PSCC and voted to support the recommended funding of DISC Village's LIFT Program and the DVCC's request in the amount of \$25,000. In order to provide the funding, \$10,000 of FY 2014 contingency funding was realigned to the Diversionary Program. The Board also authorized staff to carry forward \$15,000 in remaining FY 2013 Diversionary Program funds to fully support the contract with the Domestic Violence Coordinating Council.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By:



Resolution



Motion



Administrator



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #2
Page 1 of 1

Commissioners

BILL PROCTOR

District 1

JANE G. SAULS

District 2

JOHN DAILEY

District 3

BRYAN DESLOGE

District 4

KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

NICK MADDOX

At-Large

VINCENT S. LONG

County Administrator

HERBERT W.A. THIELE

County Attorney

September 17, 2013

Board of County Commissioners

301 South Monroe Street

Tallahassee, FL 32301

Dear Commissioners:

The Public Safety Coordinating Council met today regarding funding requests. Having considered the requests, the PSCC recommends the following for Board consideration as our programmatic thrusts to meet the objectives and mission of the PSCC for 2014.

- Funding in the amount of \$100,000 for continuation of the contract with DISC Village for the LIFT Program.
- Funding in the amount of \$25,000 for the Domestic Violence Coordinating Council.
- Funding in the amount of \$50,000 to secure continuation of Drug Court through 2014.

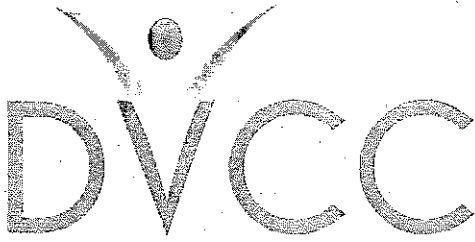
Based on the Board's approval of the tentative budget, \$115,000 will be available to the PSCC in 2014. To fund the recommendations in total, the PSCC is requesting the Board allocate an additional \$60,000.

Although \$40,000 remains in the Diversionary (PSCC revenue) account, the Board is currently under contract with Ability First to provide competency restoration training. While that contract expires September 30, 2013 and no new defendants will be directed for competency training under the contract after that date, Leon County is required to provide payment to Ability First for all those who are enrolled prior to October 1, 2013. The final number of participants, amount owed and closeout date for the last defendant(s) is unknown. The PSCC has agreed to set aside \$25,000 of this remaining revenue to insure payment of all invoices associated with this contract.

The \$60,000 amount requested will insure full funding for the program continuity of the Drug Court and meet the full request of the Domestic Violence Coordinating Council.

Sincerely,

Public Safety Coordinating Council



Domestic Violence Coordinating Council

11077 Wildlife Trail • Tallahassee, FL 32312

(850) 222-3845

Promoting zero tolerance to domestic violence in our community through education, prevention, and accessible coordinated intervention strategies focused on victim safety and offender accountability.

Domestic Violence Coordinating Council

The Domestic Violence Coordinating Council (DVCC) is Tallahassee's **task force on domestic violence**. Created by the City and County Commissions in 1995 to bring together the many agencies and advocates serving domestic violence victims, the DVCC continues to meet its primary directive of encouraging a **well-coordinated community response to domestic violence**. In addition, the DVCC has been a leader in providing a wide array of **public awareness and education** events to many varying populations and citizens in Tallahassee.

Domestic violence (DV) has been reported to affect one in four women in the US and has been characterized as a national epidemic (National Council Against Domestic Violence, Annual Report, 2011). All of the communities that have been most successful in combating DV have one thing in common: a Coordinated Community Response or CCR. Research and evaluative studies have shown that these area-wide systems of coordinated agencies are most effective in streamlining DV services, protecting victims, and holding batterers accountable. In addition, communities with the most effective model DV programs all attest to the essential role of on-going area-wide coordinating councils. Second only to well-coordinated responses, is the need for public awareness. Public awareness and education on the issue of DV has been shown to mitigate the shame of being a victim and increase the likelihood that victims will seek the help they need. Public awareness and education also contribute significantly to the negative attitudes towards perpetrators with a stronger willingness to hold them accountable.

The DVCC holds monthly meetings with member agencies including Refuge House, law enforcement, Leon County Probation, the Office of the Attorney General, the State Attorney's Office, Dept of Health, FSU, FAMU, TCC, and Batterer's Intervention, among other dedicated advocacy groups. These meetings provide an opportunity to review protocols, exchange information, and discuss issues in order to help Tallahassee provide a well-coordinated community response to domestic violence.

Over the last decade the DVCC has continually identified groups in need of DV training and information, and provided this crucial training on an ongoing basis. Some recent events include:

- ✚ **Medical Staff Training** – provided at FSU's medical school and clinic, TMH, and other area medical offices, the DVCC helped doctors and their teams spot the red flags of domestic violence and provided them with a usable protocol for getting their patients the help they need. As a profession that is often the first or only contact for a victim of DV, it is crucial that medical professionals be able to identify those in need.
- ✚ **Campus Dating Violence** – two different weeks of training were provide to both FSU and FAMU faculty, university police, housing coordinators, and students on DV. The positive and negative uses of technology were also addressed to help students understand how to safely use smart phones and other devices, as well as to help law enforcement use them to catch perpetrators.
- ✚ **Men Ending Domestic Violence** – a series of trainings were conducted by male trainers for university athletes on DV and the need for these men to be role models for their peers. This was a very powerful week of trainings and with AD cooperation, the DVCC has been able to make this an ongoing effort.
- ✚ **Teen Rallies on Healthy Relationships** – teens are new at dating and often lack experience in relationships. In order to help teens learn early about dangerous relationships, the DVCC provides 2-3 teen

rallies per year. These are lively fun pep rallies with music, pizza, games, and celebrity appearances, all surrounding an important training on healthy vs. unhealthy relationships. Hosted for the DVCC by Shonda Knight of WCTV, these rallies have reached more than 1,000 area teens and the response has been very positive. Currently the Tallahassee Teen Council is working with the DVCC to provide input from teens themselves on how to better reach this population with needed information.

↓ **Landlord Brochures** – recognizing that in a community of so many renters, there are victims of DV who have trouble leaving their abusive situations due to lease requirements. Working with the Chamber of Commerce and the Property Managers Association, the DVCC providing training and brochures to area landlords, encouraging them to help victims relocate rather than stay in dangerous surroundings. Safe alternatives were provided.

↓ **March to End the Silence on DV** – the DVCC holds an annual awareness event consisting of marchers from FAMU, FSU, and the Capitol converging on the Turnbull Conference Center for dinner and an evening of survivor stories. Our last event had 180 participants and was covered live by several TV stations as well as radio and newspapers. This is one of our most successful public awareness events.

↓ **Interfaith Response to DV** – this 3 hour training and interfaith panel discussion is a very popular and often requested event. As clergymen and women are often the first or only contact for a victim of DV, it is crucial that know not only how to identify those in need, but how to get them the help they need.

Recently published reports including the Leon County DV Fatality Review Team's 1st Annual Report and the Report on the Status of Women and Girls in Leon County, have cited the DVCC's ongoing work. Some recommendations of those reports include:

- o Educating area youth
- o More public awareness and education
- o Education for landlords

...all areas in which the DVCC has a proven track record of focus and success.

Originally funded by both the City and County Commissions, in recent years, the DVCC has been solely funded by the city. (Requests were not made to the County after 2006 funding expired in 2008.) However, the DVCC has grown considerably in the last few years with a huge increase in requests for training and education, especially Teen Rallies. Because we are City funded we have an obligation to focus on city centers first, but would like to more quickly honor the many requests we have from around the county. We graciously ask the commission to please consider granting the DVCC \$25,000 in order to better include requests from all over Leon County in the 2013-2014 operating year.

BUDGET REQUEST

<u>Cost Category</u>	<u>Amount</u>
a) Personnel Services	\$20,700.00 (20 hs)
b) Materials, Supplies, and Postage	220.00
c) Printing and Copying	580.00
d) Equipment Purchase, Rental and Maintenance	—
e) Occupancy, Utilities, and Telephone	—
f) Travel, Workshops, and Training	—
g) Collaborative Partnership Activities	3,500.00
h) Business and Incorporation Services	—
i) Other: please specify	—
TOTAL BUDGET	<u>\$25,000.00</u>

The DVCC would like to thank the Leon County Commission for its ongoing support of our efforts to end DV in our community. We look forward to continuing to serve the Leon County area for many years to come.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Plat of Velda Oaks Subdivision for Recording in the Public Records and Approval and Acceptance of Performance Agreement and Performance Bond.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E, Director of Public Works & Community Development Kathy Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Jim Pilcher, P.S.M., Chief of Survey and Right-of-Way

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Approve the plat of Velda Oaks subdivision for recording in the Public Records contingent upon staff's final review and approval (Attachment #1), and approve and accept the Performance Agreement and Performance Bond (Attachment #2).

Report and Discussion

Background:

Velda Oaks, a public residential subdivision, was approved by the Development Review Committee as a Type "B" site and development plan on September 24, 2013 (Attachment #3).

The development being platted consists of 12.13 acres containing 46 residential lots.

Analysis:

Velda Oaks subdivision is located in Section 22, Township 2 North, Range 1 East on the west side of Velda Dairy Road approximately ¼ mile south of the Velda Dairy Road and Bradfordville Road intersection (Attachment #4). Velda Oaks is a replat of Velda Oaks Plantation, recorded in Plat Book 19, page 96 of the Public Records of Leon County.

The developer is requesting the Board's approval contingent upon staff's final review and approval due to the tight scheduling of real estate closings. As of the date of the preparation of this agenda, the plat had been circulated and is still under review by the appropriate departments and agencies. The plat presented herein is a conditional final plat, in that it is substantially complete and staff does not anticipate any changes other than corrections to the text, joinder references, and any corrections required by Chapter 177 (F.S.) compliance.

Staff recommends the Board accept the plat and approve recording upon completion of staff's review and confirmation of approval from the reviewing departments and agencies. Should there be a need for any substantive changes to the plat, staff will resubmit it to the Board at a future regularly scheduled meeting for ratification.

There are some internal drainage easements to be dedicated to the Velda Oak Homeowners Association, Inc. Construction of the drainage ways associated with these easements are not complete and the County Engineer recommends a Performance Agreement and Performance Bond in the amount of \$102,998.68, as guarantee for the installation of the infrastructure.

Options:

1. Approve the plat of Velda Oaks for recording in the Public Records contingent upon staff's final review and approval (Attachment #1), and approve and accept the Performance Agreement and Performance Bond (Attachment #2).
2. Do not approve the plat of Velda Oaks for recording in the Public Records.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Plat of Velda Oaks
2. Performance Agreement and Performance Bond
3. Development Review Letter
4. Location Map

Posted at 6:00 p.m. on September 30, 2013

SCALE: 1" = 50'

GRAPHIC SCALE

1" = 50'

A. D. PLATT & ASSOC., INC.

1772 DARRINGTON PLACE, FALL HARBOR, FLORIDA 32503

352.385.1030

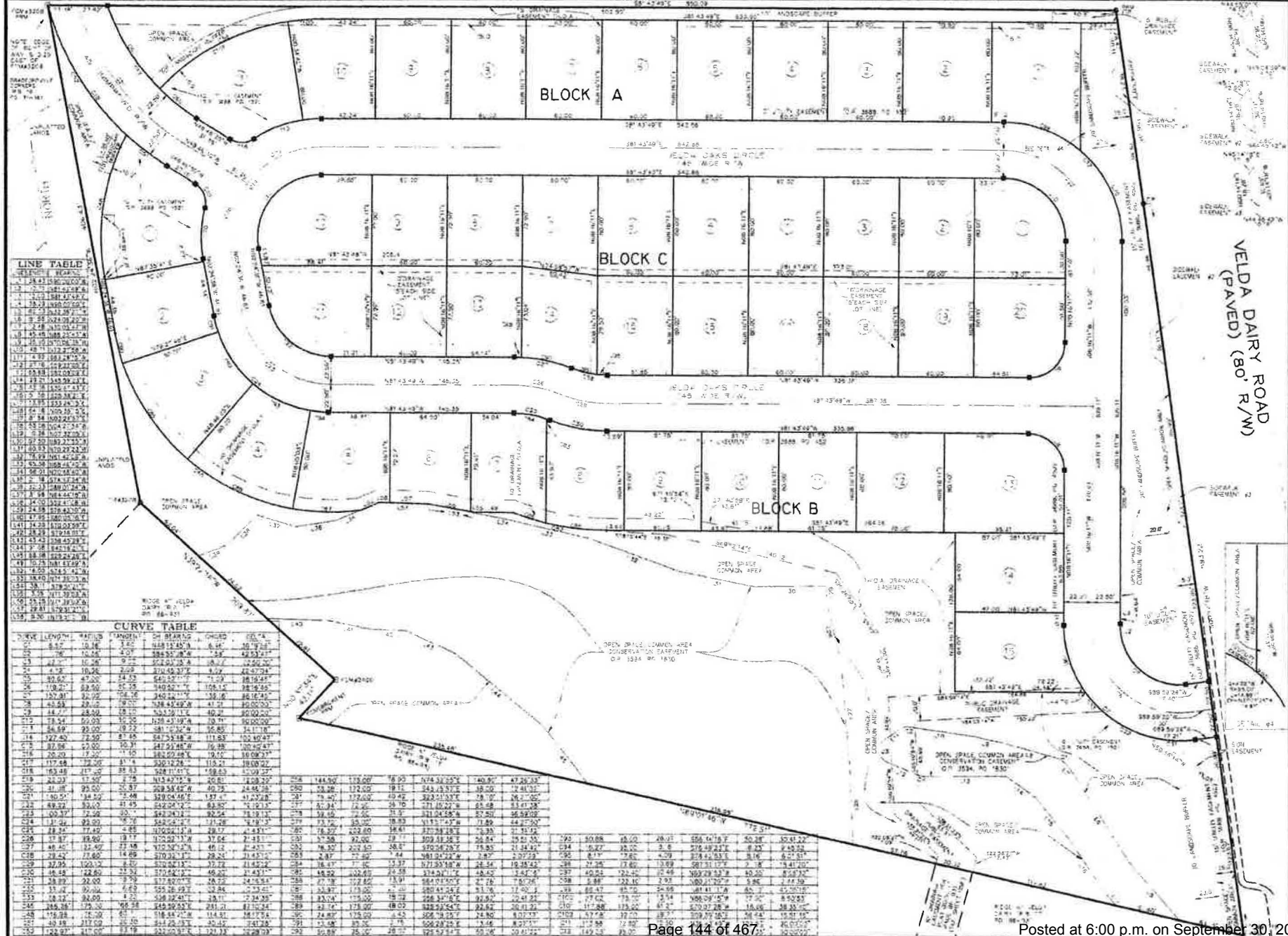
PREPARED BY:

DATE: 09/27/2013

SHEET 2 OF 2

VELDA OAKS

A REPLAT OF VELDA OAKS PLANTATION, RECORDED IN PLAT BOOK 19 AT
PAGES 96 & 97, PUBLIC RECORDS, LEON COUNTY, FLORIDA
AND BEING IN THE EAST HALF OF SECTION 22,
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



This instrument prepared by
or under the supervision of
Herbert W. A. Thiele, County Attorney,
301 South Monroe Street, Tallahassee, Florida 32301

PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between **SANDCO, INC.**, whose mailing address is 4708 Capital Circle Northwest, Tallahassee, FL 32303, hereinafter collectively called the **CONTRACTOR**, and **LEON COUNTY**, a charter county and a political subdivision of the State of Florida, hereinafter called the **COUNTY**.

WHEREAS, the **CONTRACTOR** is the contractor of record for **TALLAFLO ENTERPRISES 2, LLC**, a Florida limited liability company, whose mailing address is 4708 Capital Circle Northwest, Tallahassee, FL 32303, hereinafter called the **DEVELOPER**.

WHEREAS, the **DEVELOPER** has presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Velda Oaks** which map or plat is hereby referred to and made a part hereof by reference, and,

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the **CONTRACTOR** enter into an agreement to construct all drainage facilities and other infrastructure in said subdivision in accordance with plans and specifications approved by the **COUNTY** within a period of one (1) year from date hereof and to post bond in the amount of \$102,298.68 conditioned for the faithful performance of said agreement, said bond to have as surety thereon some surety company authorized to do business under the laws of the State of Florida.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the **CONTRACTOR** hereby agrees to construct all drainage facilities and other infrastructure in **Velda Oaks** in accordance with plans and specifications approved by the **COUNTY** within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the **CONTRACTOR** shall be secured by a Surety Bond in the amount of \$102,298.68 with surety thereon approved by the **COUNTY**.

IN WITNESS WHEREOF, the CONTRACTOR and the COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

SANDCO, INC.

By: Behzad Ghazvini (Seal)
Behzad Ghazvini, President

ATTEST: Hossein Ghazvini (Seal)
Hossein Ghazvini, Secretary

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of September, 2013, by Behzad Ghazvini and Hossein Ghazvini, President and Secretary, respectively, on behalf of Sandco, Inc., and who are personally known to me, or have produced _____ as identification.

NOTARY PUBLIC

Signature F. Michael Dimitroff

Typed or Printed Name F. Michael Dimitroff

Commission Number DD 908292

My Commission expires 10/22/13



LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

BOND NO. 6748054

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Sandco, Inc., as Principal,
and State Automobile Mutual Insurance Company, a corporation organized and doing
business and under and by virtue of the laws of the State of Ohio and duly
licensed to conduct surety business in the State of Florida, as Surety,
are held and firmly bound unto Leon County

as Obligee, in the sum of ONE HUNDRED TWO THOUSAND TWO HUNDRED NINETY EIGHT DOLLARS
AND SIXTY EIGHT CENTS (\$ 102,298.68) Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Velda Oaks
Subdivision, in Tallahassee, FL the
following improvements: Velda Oaks PUD Modification - Sitework, Drainage, Water & Sewer / Velda Dairy
Tallahassee, FL

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and
truly perform said agreement or agreements during the original term thereof or of any extension of said
term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void,
otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
26th day of September, 2013
YEAR

Sandco, Inc.

Principal

BY: Betzel Shy

State Automobile Mutual Insurance Company

BY: [Signature]

Kevin Wojtowicz

Attorney-in-Fact

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

076758

CERTIFIED COPY

THIS DOCUMENT MAY NOT BE REPRODUCED ORIGINAL PRINTED ON YELLOW PATTERN PAPER
POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint ... Kevin Wojtowicz, David Turcios, Glenn Arvanitis ... of St. Petersburg and State of Florida

EACH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **Seven Million Five Hundred Thousand (\$7,500,000.00) Dollars in amount**

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

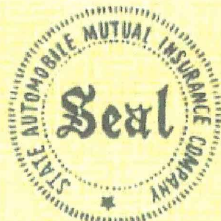
BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

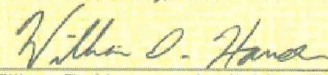
In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of May, 2007



Form 18-C Cert.

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: 
Paul E. Nordman, Ass't. Vice President

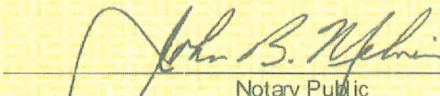
By: 
William D. Hansen, Ass't. Vice President

STATE OF OHIO }
COUNTY OF FRANKLIN, } ss:

On this 23rd day of May, A.D., 2007, before me personally came

Paul E. Nordman and William D. Hansen, to me known, who being
duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.



Notary Public

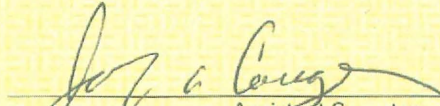
John B. Melvin, Attorney-at-Law
Notary Public-State of Ohio
My Commission Has No Expiration Date
Section 147.03

CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 26th day of September 2013.





John A. Cougar
Assistant Secretary



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-3302 www.leoncountyfl.gov

Department of Development Support and
Environmental Management
Development Services Division
Renaissance Center, 2nd Floor
435 N. Macomb Street
Tallahassee, Florida 32301-1019
Phone (850) 606-1300

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

September 24, 2013

Paradigm Engineers & Consultants, LLC
c/o Mark Schuster
1967 Commonwealth Ln, Suite 200
Tallahassee, FL 32303

RE: Velda Oaks Plantation Subdivision – Request for a minor amendment to
the Site and Development Plan (LSP060017)
Tax Parcel Identification Numbers: 14-22-36- -0001, 14-22-36- A-0010 – 0180,
14-22-36- B-0010 – 0260, 14-22-36- C-0010 – 0300

Dear Mr. Schuster:

The referenced project has been approved by Development Services in accordance with the applicable provisions of the Leon County Land Development Code. A copy of the approved site and development plan with approval signatures is being transmitted herewith for your records. Additionally, a digital copy of the approved plans will be uploaded to Project Dox.

This site and development plan approval shall remain in effect until full development build-out (and until transfer of ownership of all created lots, if applicable). **However, this approval shall expire if substantial and observable development has not begun within three years of the date of approval or substantial and observable development ceases for a period of three years before the project is complete and Certificates of Occupancy have been issued.**

Please contact me at (850) 606-1300 or send e-mail to:
"culpepperr@leoncountyfl.gov" if you have any questions regarding the approval of this site and development plan.

Sincerely,

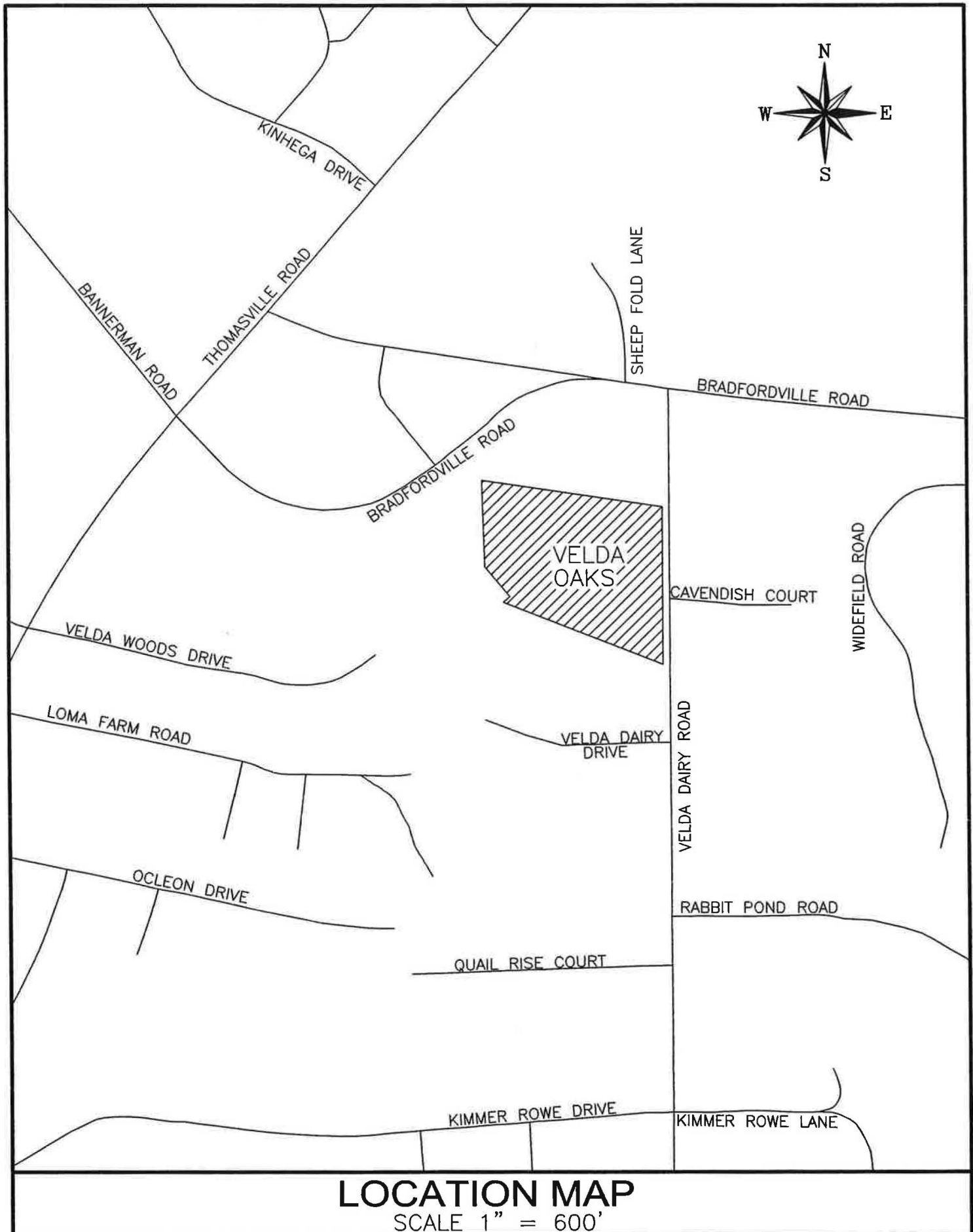
Ryan Culpepper
Director

Development Services

cc: Nawfal Ezzagaghi, Environmental Review Supervisor
Charley Schwartz, Senior Environmental Engineer
Scott Brockmeier, Development Service Administrator
George Phillips, Senior Plans Examiner, Building & Inspection

Velda Oaks Subdivision Site and Development Plan Minor Modification
September 24, 2013
Page 2 of 2

Kimberly Wood, Chief of Engineering Coordination
Ryan Guffey, Concurrency Management Planner
Tracy Bunion, Permit Processing Supervisor
Lisa Oglesby, Addressing Program Coordinator
Carol Heston, Records Manager, DSEM
Gary Donaldson, Tallahassee Fire Department
Michael Lindert, Aquifer Protection Section
Brian Berry, City of Tallahassee Utilities



**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: Approval of Access Easement for Douglas Jones and Stephani P. Jones

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Herbert W. A. Thiele, County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Access Easement for Douglas Jones and Stephani P. Jones, and authorize Chairman to execute same (Attachment #1).

Report and Discussion

Background:

On August 1, 2013, counsel representing Mr. Douglas Jones contacted the County Attorney's Office via correspondence requesting that the County grant to Mr. Jones an access easement over an existing road, which would allow him access from property acquired by him in July of 2013, to Lake Hall Road (Attachment #2). The existing road is a product of the Board previously approving and executing an Access Easement in favor of BP Investment Corporation on September 27, 2002 (Attachment #3). Upon investigation into the history by the County Attorney's Office, it was determined that the Access Easement previously granted to BP Investment Corporation was a result of the County determining that there was a legitimate need for access due to improvements made to Lake Hall Road in the early 1990's. Improvements were made following an unimproved roadbed, which was not adjacent to some existing property lines.

Analysis:

As a result of the County improvements made to Lake Hall Road, property owners do not have direct access to their property. The need for access is legitimate and can be addressed with the proposed Access Easement, which has been prepared by the County Attorney's Office. It should be noted that the Grantees (Jones) will bear all maintenance responsibility and said easement indemnifies the County from actions arising out of the use of the property.

Options:

1. Approve the Access Easement for Douglas Jones and Stephani P. Jones, and authorize the Chairman to execute same (Attachment #1).
2. Do not approve the Access Easement for Douglas Jones and Stephani P. Jones.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Access Easement to Douglas Jones and Stephani P. Jones
2. Correspondence of August 1, 2013 from Susan Thompson of the law firm Smith, Thompson, Shawn, Minacci & Colon, P.A.
3. Access Easement from Leon County to BP Investment Corporation dated September 27, 2002 and recorded in Book R2750 at page 01150 in the Official Records of Leon County, Florida

HWAT/ea

ACCESS EASEMENT

THIS ACCESS EASEMENT, granted this _____ day of _____, 2013, by LEON COUNTY, a political subdivision of the State of Florida, whose address is 301 South Monroe Street, Tallahassee, Florida 32301, as Grantor, to DOUGLAS JONES and STEPHANI P. JONES, husband and wife, whose address is 883 Hill Roost Road, Tallahassee, Florida 32312, their successors and or assigns, as Grantees.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantees, their successors and assigns, a non-exclusive access easement for ingress and egress purposes over, under, across, and through the following described land located in Leon County, Florida, to-wit:

20 Foot Access Easement

Commence at the Northwest corner of Section 33, Township 2 North, Range 1 East, Leon County, Florida, thence run South 393.65 feet, thence continue South 641.87 feet to a terra cotta monument and the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 89 degrees 58 minutes 22 seconds East 80.11 feet, thence South 63 degrees 16 minutes 54 seconds East 59.46 feet, thence South 25 degrees 40 minutes 36 seconds East 47.31 feet, thence South 20 degrees 53 minutes 47 seconds East 82.41 feet to the edge of pavement at Lake Hall Road, thence run South 69 degrees 06 minutes 13 seconds West along said edge a distance of 20.00 feet, thence North 20 degrees 53 minutes 47 seconds West 81.58 feet, thence North 25 degrees 40 minutes 36 seconds West 39.56 feet, thence North 63 degrees 15 minutes 54 seconds West 47.89 feet, thence South 89 degrees 58 minutes 22 seconds West 75.36 feet, thence North 20.00 feet to the POINT OF BEGINNING, and being subject to right of way of Lake Hall Road.

TO HAVE AND TO HOLD the same unto Grantees, their successors and assigns forever, and Grantor will defend the title to said lands against all persons claiming by, through, or under Grantor, and Grantor will further defend Grantees against any and all claims for damage arising from any construction, maintenance, or use by or on behalf of Grantors which interferes

with the rights granted to Grantees pursuant to this instrument. It is Grantor's understanding that, as part of the consideration for this easement, Grantees have agreed to repair, at Grantees' expense, any damage to the easement area caused by Grantees.

IN WITNESS WHEREOF, the Grantors have hereto set their hands and seals the date first above written.

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____
Clerk of the Court

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

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

SMITH THOMPSON
SHAW MINACCI & COLÓN, P.A.
ATTORNEYS AT LAW

SUSAN S. THOMPSON*
FRANK S. SHAW, III
DAVID K. MINACCI*
MARY W. COLÓN*
SHAWN P. GOLETZ
ANDREW J. POWER

*ALSO ADMITTED IN GEORGIA

August 1, 2013

Mr. Herb Thiele
Leon County Attorney
301 S. Monroe Street, Ste. 202
Tallahassee, Florida 32301

RE:

Dear Herb:

I represent Doug Jones who owns property located off Thomasville Road. There is no legal access to the property. He needs an easement from the county over an existing road.

I enclose a copy of a prior easement executed by the county and request that you give a similar easement to my client.

Please let me know if there is some formal process that I need to go through or if it can be done administratively.

Thanks in advance for your help.

Sincerely,



Susan S. Thompson

EST/gg
Enclosure

RECEIVED
13 AUG - 7 AM 11:03
LEON COUNTY
ATTORNEY'S OFFICE

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

R20020094658
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
K: R2750 PG: 01150
OCT 22 2002 01:11 PM
DB INZER, CLERK OF COURTS

Parcel Number: 1433510000103

DOCUMENTARY TAX PD
\$ 0.70
INTANGIBLE TAX PD
\$ 0.00

ACCESS EASEMENT

THIS ACCESS EASEMENT, granted this 27th day of September, 2002, by
LEON COUNTY, a political subdivision of the State of Florida, whose address is 301 South Monroe
Street, Tallahassee, Florida, 32301, as Grantor, to BP INVESTMENT CORPORATION, whose
address is c/o Smith, Thompson, Shaw & Manausa, P.A., 3520 Thomasville Road, Fourth Floor,
Tallahassee, Florida 32308-3469, its successors and or assigns, as Grantee.


WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars
(\$10.00), receipt of which is hereby acknowledged, hereby grants and releases to the Grantee and
Its assigns, a perpetual easement for the purpose of ingress and egress and for construction and
maintenance of utilities, including water, telephone, cable, gas, sewer, with full and free right, liberty
and authority to enter upon and to operate and maintain an access easement across the following
described property, lying in the County of Leon, State of Florida, to-wit:

See EXHIBIT "A"
attached hereto and made a part hereof.

This is a non-exclusive easement with the Grantor retaining the rights to fully utilize the
easement for Its ingress and egress purposes. Grantee agrees to bear full responsibility for the
maintenance of the roadway and will repair any damage to the easement area caused by Grantee.
Grantee further agrees to indemnify, defend, save and hold harmless the Grantor, its officials,
officers, agents, and employees for any and all damage to the property arising from said easement,
and for any and all claims arising out of said easement.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be

executed in its name by its Board of County Commissioners acting by the Chairman or Vice
Chairman of said Board on the date first above written.

LEON COUNTY, FLORIDA
BY: 
DAN WINCHESTER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: 

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: 



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PUBLIC RECORDS LEON CNTY FL
K: R2750 PG: 01151
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Leon County
Board of County Commissioners
Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: Request to Schedule a First and Only Public Hearing on a Proposed Ordinance Amending Chapter 11, Establishing a New Article XXIV, Entitled "Refueling Assistance for Persons with Disabilities" for Tuesday, October 29, 2013 at 6:00 p.m.

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	LaShawn Riggans, Assistant County Attorney Alan Rosenzweig, Deputy County Administrator Ken Morris, Director, Office of Economic Development & Business Partnerships David McDevitt, Director, Development Support and Environmental Management

Fiscal Impact:

This item has a fiscal impact associated with staffing cost. Actual fiscal impact is unknown at this time.

Staff Recommendation:

- Option #1: Schedule the first and only public hearing on a proposed Ordinance amending Chapter 11, establishing a new Article XXIV, entitled "Refueling Assistance for Persons with Disabilities" (Attachment #1) for Tuesday, October 29, 2013 at 6:00 p.m.
- Option #2: Direct staff to provide the Board of County Commissioners with a status report on the code compliance staffing impacts associated with the implementation and enforcement of the Ordinance within six months of the effective date of the Ordinance.

Report and Discussion

Background:

The Americans with Disabilities Act (ADA) requires gas stations, including those offering self-service, to provide equal access for their customers with disabilities. Currently, State law requires that full-service gas stations provide pumping assistance if it offers self-service fuel at a lower price. However, there are no statewide rules addressing fueling assistance at self-serve stations.

A proposed ordinance was initially brought before the Board at its regularly scheduled meeting on October 9, 2012. At that time, the Board voted to schedule the first and only public hearing on the proposed ordinance (version #1) for Tuesday, November 13, 2012. During the public hearing on November 13, 2012, J.R. Harding addressed the Board and requested that the Board place additional requirements in the Ordinance. After hearing the suggestions from Mr. Harding, and with some discussion from the Commissioners, Commissioner Proctor moved that the item be continued. The County Attorney's Office was directed to work with Mr. Harding and the industry to bring back a new proposed ordinance that incorporated the recommendations presented by Mr. Harding.

Since the Board meeting on November 13, 2012, the County Attorney's Office has met with Mr. Harding and has had numerous discussions regarding his recommended additions to the proposed ordinance. Additionally, the County Attorney's Office has met with the Executive Director of the Florida Petroleum Marketers and Convenience Store Association (FPMA). The FPMA is opposed to the recommendations made by Mr. Harding, due to the financial burden on the business, the lack of practicality of knowing when a station will have more than one person working, and the potential litigation stations may face by posting specific hours that may not be able to be adhered to due to unforeseen circumstances.

On July 9, 2013, at a regularly scheduled Board meeting, the Board was presented with two proposed ordinances. The original ordinance (version #1) that was brought before the Board in October 2012, and a second proposed ordinance (version #2), which incorporated the suggestions Mr. Harding brought before the Board during the November 13, 2012 public hearing. The Board voted to schedule the original proposed ordinance for the first and only public hearing for Tuesday, September 10, 2013. Additionally, the Board appointed Commissioner Dailey to continue discussions with the interested parties and try to develop a market-driven plan that would encourage the industry to go further in removing the refueling barriers for persons with disabilities.

Following the July 9 Board meeting, Commissioner Dailey, together with County staff, held meetings with persons with disabilities community to discuss opportunities for economic incentives that would encourage self-service refueling stations to enhance accessibility and safety at their facilities. The discussions included the availability of federal tax credits and deductions to businesses that improve access to customers with disabilities, as well as cost effective approaches that may raise awareness and improve the quality of life for disabled citizens of Leon County. Attempts were unsuccessful to meet with the Executive Director of the Florida Petroleum Marketers and Convenience Store Association.

On September 10, 2013, at a scheduled Board meeting Commissioner Dailey requested that the Board consider a new proposed ordinance (version #3) before voting on the original ordinance. During the public hearing, and after considerable discussion on the new proposed ordinance, the Board voted to conduct the first and only public hearing and not to adopt the original proposed ordinance. Staff was directed to bring back an agenda item on the new proposed Ordinance at the October 8, 2013 Board meeting, and schedule a public hearing for Tuesday, October 29, 2013 at 6:00 p.m. to consider the new proposed Ordinance (Attachment #1). Additionally, Commissioner Desloge requested that additional information be provided regarding the tax incentives for the gas stations.

Analysis:

The regulations implementing the ADA have been interpreted to require gas stations with more than one attendant on duty to provide refueling assistance upon the request of a customer with a disability and to post signs informing customers how to receive assistance. Typically, a driver will honk in an attempt to notify the attendants that he or she needs refueling assistance. However, there may be instances where the attendant is unfamiliar with this protocol or is occupied and unable to provide such assistance.

In an effort to provide greater assistance to persons with disabilities in refueling their vehicles, staff has drafted a proposed Ordinance that will require the placement of a decal displaying the gas station/convenience store's telephone number on gas pumps so that customers with disabilities can call into the gas station/convenience store from their cellular phones to request refueling assistance and that gas stations retrofit at least two of their fueling positions with the Fuel Call System™ or an equivalent system (Attachment #1).

Tax Incentives for Business

Staff worked with a private accounting firm to determine the hypothetical tax implications associated with the Refueling Assistance Ordinance. In summary, each business will have unique circumstances and will need to make sure that their accountant provides the appropriate input into analyzing the tax implications. Two important considerations small businesses already in compliance with the ADA generally cannot claim the disabled access credit for upgrades or improved equipment and an eligible small business must have a physical structure where the public enters to meet the "place of public accommodation" requirements of the ADA. There is nothing in the Internal Revenue Code or Regulations that specifically state the payroll costs for an attendant would be eligible costs although expenses for qualified interpreters and qualified readers for the hearing and visually impaired individuals can qualify. The equipment upgrades for fueling to accommodate disabled individuals should qualify assuming all other criteria are met. Again, these are important issues that each taxpayer will need to consider in determining eligibility for the credit.

For illustrative purposes, if a small business was considered eligible, and it is assumed \$26,300 in eligible expenses are incurred (\$25,000 personnel, \$1,200 for system, \$100 for installation), then the business would be eligible for a \$5,000 credit. For any amount of qualified costs not recovered through the credit, a business expense deduction of up to \$15,000 may be taken. Costs in excess of both the credit and the deduction can be carried forward to subsequent tax years.

Code Compliance and Enforcement Issues

Enforcement, related to the Ordinance, will be reactive or complaint-driven, consistent with all other County enforcement activity. However, it is unclear how a citizen who may become aware of an alleged violation will be informed concerning the appropriate County entity to contact to report the alleged violation. It is suggested by Development Support and Environmental Management (DSEM) that the sections of the proposed Ordinance that address the content of the required sign, decal, or stickers be revised to require information regarding the office to contact in the event of an alleged violation of the Ordinance. Based on suggestions made by DSEM some of the language and sections in the Ordinance were changed for consistency and clarity. For the Board's convenience, a red-line copy of the Ordinance that shows the changes made is attached (Attachment #2).

DSEM has reviewed the information in Leon County's GIS system and the Florida Department of Environmental Protection's emergency preparedness database, it is estimated that there are approximately 193 retail gas stations in Leon County. Fifty of these gas stations are located in the unincorporated area of Leon County and 143 gas stations are in the City of Tallahassee (COT). In addition, it is estimated that 22 of the 193 gas stations have four fueling positions or fewer. Ten of the gas stations with four fueling positions or fewer are located in the unincorporated area of the County, with the remaining 12 in the COT.

According to DSEM, the enforcement of the proposed Ordinance will have an impact on their code compliance staff. At this juncture, County staff is unable to determine or estimate the staffing impact associated with the enforcement of this Ordinance. Therefore, DSEM recommends that, if the Board adopts the proposed Ordinance, staff be directed to provide the Board with a status report on the code compliance staffing impacts associated with implementation and enforcement within six months of the effective date of the Ordinance.

The Ordinance does not duplicate federal or state regulations related to refueling assistance for the disabled. The United States Justice Department and Florida Department of Agriculture are responsible for enforcing the provisions of the ADA and applicable Florida Statutes. The purpose of this Ordinance is to provide for the regulation of gas stations to ensure that persons with disabilities are provided equal and dignified access in refueling their vehicles, supplemental to the ADA. The Ordinance would be enforced through the County's Code Compliance program and the Code Enforcement Board.

Title: Request to Schedule a First and Only Public Hearing on a Proposed Ordinance Amending Chapter 11, Establishing a New Article XXIV Entitled "Refueling Assistance for Persons with Disabilities" for Tuesday, October 29, 2013 at 6:00 p.m.

October 8, 2013

Page 5

Options:

1. Schedule the first and only public hearing on a proposed Ordinance amending Chapter 11, establishing a new Article XXIV to be entitled "Refueling Assistance for Persons with Disabilities" (Attachment #1) for Tuesday, October 29, 2013 at 6:00 p.m.
2. Direct staff to provide the Board of County Commissioners with a status report on the code compliance staffing impacts associated with the implementation and enforcement of the Ordinance within six months of the effective date of the Ordinance.
3. Do not schedule the first and only public hearing on a proposed Ordinance amending Chapter 11, establishing a new Article XXIV to be entitled "Refueling Assistance for Persons with Disabilities" for Tuesday, October 29, 2013 at 6:00 p.m.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Proposed Ordinance
2. Proposed Ordinance (red lined copy)

ORDINANCE NO. 13-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 11 OF THE LEON COUNTY CODE OF LAWS, ESTABLISHING A NEW ARTICLE XXIV TO BE ENTITLED "REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES"; PROVIDING FOR DEFINITIONS, ACCESSIBILITY REQUIREMENTS, CALLING DEVICE REQUIREMENTS, AND ELIGIBILITY OF CUSTOMERS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR COMPLIANCE WITH STATE AND FEDERAL LAW; PROVIDING FOR CRIMINAL VIOLATIONS AND PENALTIES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Chapter 125, Florida Statutes, authorize Leon County to adopt ordinances to provide for the health, safety and welfare of the citizens of Leon County; and

WHEREAS, the Americans with Disabilities Act (ADA) requires gas stations, including those offering self-service, to provide equal access for their customers with disabilities; and

WHEREAS, Sec. 526.141, Florida Statutes requires that full-service gas stations offering self-service at a lesser price cost to employ an attendant to dispense gasoline from the self-service portion of the station to any motor vehicle displaying permits or license plates approved by the State and indicating that the operator is physically disabled; and

WHEREAS, Sec. 526.141, Florida Statutes, is enforced by the Department of Agriculture and Consumer Services; and,

WHEREAS, the ADA further requires self-service gas stations to provide refueling assistance upon the request of the person with a disability if there is more than one attendant on duty at said station, to advise customers with disabilities that they can obtain this refueling

1 assistance by honking or otherwise signaling the attendant and that such refueling assistance is
2 provided without any charge beyond the self-service price; and

3 WHEREAS, the Leon County Board of County Commissioners has become aware that
4 persons with disabilities are still finding it difficult to obtain the gas refueling assistance they
5 need; and

6 WHEREAS, the Leon County Board of County Commissioners recognizes the need to
7 ensure that persons with disabilities are provided equal access in refueling their vehicles at self-
8 services stations and finds that imposing local regulations on self-service gas stations is the best
9 means of ensuring this equal access; and

10 WHEREAS, the Leon County Board of County Commissioners recognizes that the public
11 health, safety and welfare of the residents of Leon County will best be served by enacting a
12 Refueling Assistance for Persons with Disabilities ordinance that provides for the regulation of
13 gas station to ensure that persons with disabilities are provided equal access in refueling their
14 vehicles;

15 BE IT ORDAINED by the Board of County Commissioners of the County of Leon,
16 Florida, as follows, that:

17 **Section 1.** Chapter 11 of the Leon County Code of Laws is hereby amended by
18 enacting a New Article XXIV to be entitled "Refueling Assistance for Persons with Disabilities,"
19 which shall read as follows:

20 **REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES**

21 **Sec. 11-826. Legislative Intent.**

22 The purpose of this article is to provide for the regulation of gas stations to ensure that persons
23 with disabilities are provided equal and dignified access in refueling their vehicles.

1 **Sec. 11-827. Definitions.**

2 The following words, terms and phrases, when used in this section, shall have the following
3 meanings, except where the context clearly indicates a different meaning:

4 *Altered, Expanded, or Remodeled Gas Station* shall mean an existing retail
5 establishments open to the public that has been altered, expanded, or remodeled fifty
6 percent (50%) or beyond at which motor fuels are sold and dispensed by the
7 customer from fixed dispensing equipment into the fuel tanks of motor vehicles.

8 *Fueling Position* shall mean the actual number of motor vehicle refueling locations at a
9 Gas Station that are available to the public to dispense motor vehicle fuel.

10 *Gas Station* shall mean retail establishments open to the public at which motor fuels are
11 sold and dispensed by the customer from fixed dispensing equipment into the fuel tanks
12 of motor vehicles.

13 *Gas Station Retailer* shall mean any self-service Gas Station operator or owner.

14 **Sec. 11-828. Accessibility Requirements.**

15 (a) Within ninety (90) days of the effective date of this ordinance, all Gas Stations in
16 existence prior to the adoption of this ordinance, all newly constructed Gas Stations, and all
17 Altered, Expanded, or Remodeled Gas Stations, shall be required to prominently display on the
18 front of each Fueling Position a sign, decal, or sticker, no smaller than 15 square inches in size
19 printed on a blue background that clearly states:

20 (1) The telephone number for that Gas Station and the number must be operational.

21 (2) The international symbol of accessibility (ISA).

22 (3) Wording such as “Call for Assistance” or “Assistance Available Upon
23 Request.”

1 (4) The day(s) and corresponding hours that two attendants will be available to
2 provide assistance at the Gas station.

3 (b) Gas Stations with five (5) Fueling Positions or more:

4 Within ninety (90) days of the effective date of this ordinance, all Gas Stations in
5 existence prior to the adoption of this ordinance with five Fueling Positions or more shall
6 be required to provide a minimum of two (2) Fueling Positions with the FuelCall™
7 system or an equivalent system.

8 (c) New Gas Stations.

9 All Gas Stations constructed after the adoption of this ordinance and regardless of the
10 number of Fueling Positions shall be required to provide a minimum of two (2) Fueling
11 Positions with the FuelCall™ system or an equivalent system.

12 (d) Altered, Expanded, or Remodeled Gas Stations.

13 All Gas Stations Altered, Expanded, or Remodeled after the adoption of this ordinance
14 and regardless of the number of Fueling Positions shall be required to provide a minimum
15 of two (2) Fueling Positions with the FuelCall™ system or an equivalent system.

16 **Sec. 11-829. Calling Device Requirements.**

17 (a) All newly constructed Gas Stations, or Altered, Expanded, or Remodeled Gas Stations or
18 Gas Stations with five Fueling Positions or more shall be required to provide a minimum of two
19 (2) Fueling Positions with the FuelCall™ system or an equivalent system which allows the
20 disabled operator of a motor vehicle to request refueling assistance.

21 (b) The calling device must meet the following minimum specifications:

22 (1) Provide a recognizable signal inside the retail establishment that a driver needs
23 assistance operating the Fueling Position;

(2) Be able to be operated from the vehicle by a person with limited manual dexterity using only one hand without requiring tight, grasping or pinching;

(3) Be mounted at a height 48 inches from the ground;

(4) Be operable from the vehicle in accordance with all requirements of the Americans with Disabilities Act Accessibility Guidelines.

(5) Each Station must also include prominently displayed signage indicating the existence of a calling device.

Sec. 11-830. Eligibility of Customers.

In order to receive refueling assistance, the vehicle operator must properly display state issued registration plates or a special decal issued to a physically disabled person and the person to whom the permit has been issued is the operator of the vehicle.

Sec. 11-831. Prohibited Conduct.

It shall be a violation of this article for a Gas Station Retailer or its employees to:

(a) Fail or refuse to prominently display a sign, decal or sticker, as described in Sec. 11-828. Accessibility Requirements, each Fueling Position not complying with Sec. 11-828 shall constitute a separate violation; or

(b) Fail to ensure the telephone number indicated on the sign, decal, or sticker, is operational during hours the Gas Station is open for business to the public; or.

(c) Fail to ensure that two attendants will be available to provide assistance at the Gas Station during posted hours; or

(d) Fail or refuse to obtain and/or maintain a calling device, as described in Sec. 11-829. Calling Device Requirements.

Sec. 11-832. Filing of Complaints.

(a) Any person who is subjected to an unlawful practice or conduct in violation of this Ordinance may file a complaint with the Code Compliance Office (CCO).

(b) The complainant must provide the following information:

(1) Name and address of the gas station retailer alleged to have committed the offense.

(2) Date and time of the alleged offense.

(3) General statement of the facts of the alleged offense.

(4) Such other information as required by the CCO.

(c) Any person who is subjected to a violation of the American Disabilities Act may file a complaint with United States Department of Justice Civil Rights Division. You can file an Americans with Disabilities Act complaint alleging disability discrimination by mail, fax, or email.

Sec. 11-833. Notice of Violation.

(a) Whenever a code inspector finds that a violation of this article has occurred, the code inspector may immediately issue written notice to the person in violation, identifying the nature and location of the violation and specifying that remedial action is necessary to bring the violation into compliance. For purposes of this section, the person in violation shall include the Owner of the site and any and all contractors, agents or other individuals actually violating any of the provisions of this article. The person in violation shall immediately commence remedial action and shall have seven calendar days after the receipt of the notice, or such longer time as may be specified in the notice, to complete all remedial actions required to bring the gas station into compliance with this article..

(b) Multiple violations of this ordinance may be cited on a single Notice of Violation.

(c) A copy of any Notice of Violation issued pursuant to this ordinance shall be served upon the affected persons by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body. Notice may also be served by publication once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Leon County, or by posting for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the front door of the Leon County Courthouse. A Notice of Violation may be directed not only to the person owning the land upon which the noncompliance is occurring, but also to the operator of the gas station, or to any person actually physically committing the violation.

(d) Nothing in this section shall be deemed to require Leon County to issue a Notice of Violation prior to referring the matter to the appropriate federal or state agency for criminal prosecution or administrative action or filing such criminal or administrative complaints with state or federal agencies as may be required.

Sec. 11-833. Enforcement by the Code Enforcement Board.

If the property owner fails to complete the recommended remedial action within the time allowed after notice, a code inspector may initiate enforcement proceedings before the code enforcement board and obtain an order requiring compliance with this article, and/or may initiate proceedings in the circuit court as provided by general law. The code enforcement board is established in Chapter 6 of the Leon County Code of Laws. The code enforcement board is specifically granted jurisdiction to enforce this Ordinance.

Section 2. Compliance with State and Federal Law. Nothing in this ordinance

shall be construed to exempt or limit compliance by any person with the State and Federal laws,

1 rules and regulations related to persons with disabilities. Violation of such laws, rules and
2 regulations may be prosecuted as applicable.

3 **Section 3.** **Applicability.** It is hereby intended that this ordinance shall constitute a
4 law applicable in all areas of Leon County, Florida.

5 **Section 4.** **Severability.** If any provisions or portion of this Ordinance is declared by
6 any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all
7 remaining provisions and portions of this Ordinance shall remain in full force and effect.

8 **Section 5.** **Effective Date.** This Ordinance shall become effective ninety (90) days
9 from the date of adoption by the Board of County Commissioners.

10 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon
11 County, Florida this _____ day of _____, 2013.

12
13
14
15
16 LEON COUNTY, FLORIDA

17
18 By: _____
19 Nicholas Maddox, Chairman
20 Board of County Commissioners
21
22

23 ATTEST:
24 Bob Inzer, Clerk of the Court
25 Leon County, Florida
26

27 By: _____
28
29

30 Approved as to Form:
31 Leon County Attorney's Office
32

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

ORDINANCE NO. 13-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 11 OF THE LEON COUNTY CODE OF LAWS, ESTABLISHING A NEW ARTICLE XXIV TO BE ENTITLED "REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES"; PROVIDING FOR DEFINITIONS, ACCESSIBILITY REQUIREMENTS, CALLING DEVICE REQUIREMENTS, AND ELIGIBILITY OF CUSTOMERS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR COMPLIANCE WITH STATE AND FEDERAL LAW; PROVIDING FOR CRIMINAL VIOLATIONS AND PENALTIES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Chapter 125, Florida Statutes, authorize Leon County to adopt ordinances to provide for the health, safety and welfare of the citizens of Leon County; and

WHEREAS, the Americans with Disabilities Act (ADA) requires gas stations, including those offering self-service, to provide equal access for their customers with disabilities; and

WHEREAS, Sec. 526.141, Florida Statutes requires that full-service gas stations offering self-service at a lesser price cost to employ an attendant to dispense gasoline from the self-service portion of the station to any motor vehicle displaying permits or license plates approved by the State and indicating that the operator is physically disabled; and

WHEREAS, Sec. 526.141, Florida Statutes, is enforced by the Department of Agriculture and Consumer Services; and,

WHEREAS, the ADA further requires self-service gas stations to provide refueling assistance upon the request of the person with a disability if there is more than one attendant on duty at said station, to advise customers with disabilities that they can obtain this refueling

1 assistance by honking or otherwise signaling the attendant and that such refueling assistance is
2 provided without any charge beyond the self-service price; and

3 WHEREAS, the Leon County Board of County Commissioners has become aware that
4 persons with disabilities are still finding it difficult to obtain the gas refueling assistance they
5 need; and

6 WHEREAS, the Leon County Board of County Commissioners recognizes the need to
7 ensure that persons with disabilities are provided equal access in refueling their vehicles at self-
8 services stations and finds that imposing local regulations on self-service gas stations is the best
9 means of ensuring this equal access; and

10 WHEREAS, the Leon County Board of County Commissioners recognizes that the public
11 health, safety and welfare of the residents of Leon County will best be served by enacting a
12 Refueling Assistance for Persons with Disabilities ordinance that provides for the regulation of
13 gas station to ensure that persons with disabilities are provided equal access in refueling their
14 vehicles;

15 BE IT ORDAINED by the Board of County Commissioners of the County of Leon,
16 Florida, as follows, that:

17 **Section 1.** Chapter 11 of the Leon County Code of Laws is hereby amended by
18 enacting a New Article XXIV to be entitled "Refueling Assistance for Persons with Disabilities,"
19 which shall read as follows:

20 **REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES**

21 **Sec. 11-826. Legislative Intent.**

22 The purpose of this article is to provide for the regulation of gas stations to ensure that persons
23 with disabilities are provided equal and dignified access in refueling their vehicles.

1 **Sec. 11-827. Definitions.**

2 The following words, terms and phrases, when used in this section, shall have the following
3 meanings, except where the context clearly indicates a different meaning:

4 *Altered, Expanded, or Remodeled Gas Station* shall mean an existing retail
5 establishment open to the public that has been altered, expanded, or remodeled fifty
6 percent (50%) or beyond at which motor fuels are sold and dispensed by the
7 customer from fixed dispensing equipment into the fuel tanks of motor vehicles.

8 *Fueling Position* shall mean the actual number of motor vehicle refueling locations at a
9 Gas Station that are available to the public to dispense motor vehicle fuel.

10 *Gas Station* shall mean retail establishments open to the public at which motor fuels are
11 sold and dispensed by the customer from fixed dispensing equipment into the fuel tanks
12 of motor vehicles.

13 *Gas Station Retailer* shall mean any self-service Gas Station operator or owner.

14 **Sec. 11-828. Accessibility Requirements.**

15 (a) ~~Gas Stations with four (4) fuel dispensing pumps or less.~~ Within ninety (90) days of the
16 effective date of this ordinance, all Gas Stations in existence prior to the adoption of this
17 ordinance, all newly constructed Gas Stations, and all Altered, Expanded, or Remodeled Gas
18 Stations, with four dispensing pumps or less shall be required to prominently display on the front
19 of each ~~dispenser~~ Fueling Position a sign, decal, or sticker, no smaller than 15 square inches in
20 size printed on a blue background that clearly states:

21 (1) The telephone number for that Gas Station and the number must be operational.

1 ~~a. The station must have a telephone number that is operational and answered by an~~
2 ~~attendant during the hours the gasoline station is open to the public which a person can call to~~
3 ~~request assistance.~~

4 ~~b. If a request is made when a second attendant is not present, the gasoline~~
5 ~~station is not required to provide assistance, however, the attendant on~~
6 ~~duty must inform the person why assistance is not currently available.~~

7 (2) The international symbol of accessibility (ISA).

8 (3) Wording such as “Call for Assistance” or “Assistance Available Upon
9 Request.”

10 (4) The day(s) and corresponding hours that two attendants will be available to
11 provide assistance at the Gas station.

12 (b) Gas Stations with five (5) ~~Fueling Positions~~fuel dispensing pumps or more:

13 ~~(1) Within ninety (90) days of the effective date of this ordinance, all Gas Stations in~~
14 ~~existence prior to the adoption of this ordinance with five Fueling Positions~~pumps or
15 ~~more shall be required to retrofit~~provide a minimum of two (2) ~~Fueling fuel dispensing~~
16 ~~pumps with~~Positions with the FuelCall™ system or an equivalent system.

17 ~~(2) Within ninety (90) days of the effective date of this ordinance, all fuel dispensing~~
18 ~~pumps not retrofitted with the FuelCall™ system or an equivalent system shall be~~
19 ~~required to prominently display on the front of each dispenser a sign, decal, or~~
20 ~~sticker, no smaller than 15 square inches in size printed on a blue background that~~
21 ~~clearly states:~~

22 ~~a. The telephone number for that Gas Station and the number must be operational.~~

~~1. The station must have a telephone number that is operational and answered by an attendant during the hours the gasoline station is open to the public which a person can call to request assistance.~~

~~2. If a request is made when a second attendant is not present, the gasoline station is not required to provide assistance, however, the attendant on duty must inform the person why assistance is not currently available.~~

~~b. The international symbol of accessibility (ISA).~~

~~c. Wording such as "Call for Assistance" or "Assistance Available Upon Request."~~

~~d. The day(s) and corresponding hours that two attendants will be available to provide assistance at the Gas station.~~

(c) New Gas Stations.

~~(1) All Gas Stations constructed after the adoption of this ordinance and regardless of the number of Fueling Positionsfuel dispensing pumps shall be required to retrofit provide a minimum of two (2) Fueling Positionspumps with the FuelCall™ system or an equivalent system.~~

~~(2) All fuel dispensing pumps not retrofitted with the FuelCall™ system or an equivalent system shall be required to prominently display on the front of each dispenser a sign, decal, or sticker, no smaller than 15 square inches in size printed on a blue background that clearly states:~~

~~a. The telephone number for that Gas Station and the number must be operational.~~

~~1. The station must have a telephone number that is operational and answered by an attendant during the hours the gasoline station is open to the public which a person can call to request assistance.~~

2. ~~If a request is made when a second attendant is not present, the gasoline station is not required to provide assistance, however, the attendant on duty must inform the person why assistance is not currently available.~~

~~b. The international symbol of accessibility (ISA).~~

~~c. Wording such as "Call for Assistance" or "Assistance Available Upon Request."~~

~~d. The day(s) and corresponding hours that two attendants will be available to provide assistance at the Gas station.~~ (d) Altered, Expanded, or Remodeled Gas Stations.

All Gas Stations Altered, Expanded, or Remodeled after the adoption of this ordinance and regardless of the number of Fueling Positions shall be required to provide a minimum of two (2) Fueling Positions with the FuelCall™ system or an equivalent system.

Sec. 11-829. Calling Device Requirements.

(a) All newly constructed Gas Stations, ~~or Altered, Expanded, or Remodeled Gas Stations~~ or Gas Stations with five ~~Fueling Positions~~~~pumps~~ or more shall be required to ~~retrofit~~ ~~provide~~ a minimum of two (2) ~~Fueling Positions~~~~fuel dispensing pumps~~ with the FuelCall™ system or an equivalent system which allows the disabled operator of a motor vehicle to request refueling assistance.

(b) The calling device must meet the following minimum specifications:

- (1) Provide a recognizable signal inside the retail establishment that a driver needs assistance operating the ~~pump~~~~Fueling Position~~;

(2) Be able to be operated from the vehicle by a person with limited manual dexterity using only one hand without requiring tight, grasping or pinching;

(3) Be mounted at a height 48 inches from the ground;

(4) Be operable from the vehicle in accordance with all requirements of the Americans with Disabilities Act Accessibility Guidelines.

(5) Each Station must also include prominently displayed signage indicating the existence of a calling device.

Sec. 11-830. Eligibility of Customers.

In order to receive refueling assistance, the vehicle operator must properly display state issued registration plates or a special decal issued to a physically disabled person and the person to whom the permit has been issued is the operator of the vehicle.

Sec. 11-831. Prohibited Conduct.

It shall be a violation of this article for a Gas Station Retailer or its employees to:

(a) Fail or refuse to prominently display a sign, decal or sticker, as described in Sec. 11-828. Accessibility Requirements, each ~~fuel dispenser~~Fueling Position not complying with Sec. 11-828 shall constitute a separate violation; or

(b) Fail to ensure the telephone number indicated on the sign, decal, or sticker, is operational during hours the Gas Station is open for business to the public; or.

(c) Fail to ensure that two attendants will be available to provide assistance at the Gas Station during posted hours; or

(d) Fail or refuse to obtain and/or maintain a calling device, as described in Sec. 11-829. Calling Device Requirements.

Sec. 11-832. Filing of Complaints.

1 (a) Any person who is subjected to an unlawful practice or conduct in violation of this
2 Ordinance may file a complaint with the Code Compliance Office (CCO).

3 (b) The complainant must provide the following information:

4 (1) Name and address of the gas station retailer alleged to have committed the
5 offense.

6 (2) Date and time of the alleged offense.

7 (3) General statement of the facts of the alleged offense.

8 (4) Such other information as required by the CCO.

9 (c) Any person who is subjected to a violation of the American Disabilities Act may file a
10 complaint with United States Department of Justice Civil Rights Division. You can file an
11 Americans with Disabilities Act complaint alleging disability discrimination by mail, fax, or
12 email.

13 **Sec. 11-83~~32~~. Notice of Violation.**

14 (a) Whenever a code inspector finds that a violation of this article has occurred, the code
15 inspector may immediately issue written notice to the person in violation, identifying the nature
16 and location of the violation and specifying that remedial action is necessary to bring the
17 violation into compliance. For purposes of this section, the person in violation shall include the
18 Owner of the site and any and all contractors, agents or other individuals actually violating any
19 of the provisions of this article. The person in violation shall immediately commence remedial
20 action and shall have seven calendar days after the receipt of the notice, or such longer time as
21 may be specified in the notice, to complete all remedial actions required to bring the gas station
22 into compliance with this article..

23 (b) Multiple violations of this ordinance may be cited on a single Notice of Violation.

(c) A copy of any Notice of Violation issued pursuant to this ordinance shall be served upon the affected persons by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body; ~~or by leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice. In addition to providing notice by certified mail, hand delivery or leaving at the person's usual place of residence, notice~~ Notice may also be served by publication once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Leon County, or by posting for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the front door of the Leon County Courthouse. A Notice of Violation may be directed not only to the person owning the land upon which the noncompliance is occurring, but also to the operator of the gas station, or to any person actually physically committing the violation.

(d) Nothing in this section shall be deemed to require Leon County to issue a Notice of Violation prior to referring the matter to the appropriate federal or state agency for criminal prosecution or administrative action or filing such criminal or administrative complaints with state or federal agencies as may be required.

Sec. 11-833. Enforcement by the Code Enforcement Board.

If the property owner fails to complete the recommended remedial action within the time allowed after notice, a code inspector may initiate enforcement proceedings before the code enforcement board and obtain an order requiring compliance with this article, and/or may initiate proceedings in the circuit court as provided by general law. ~~The code enforcement board is established in~~

Chapter 6 of the Leon County Code of Laws. The code enforcement board is specifically granted jurisdiction to enforce this Ordinance.

Section 2. **Compliance with State and Federal Law.** Nothing in this ordinance shall be construed to exempt or limit compliance by any person with the State and Federal laws, rules and regulations related to persons with disabilities. Violation of such laws, rules and regulations may be prosecuted as applicable.

Section 3. **Applicability.** It is hereby intended that this ordinance shall constitute a law applicable in all areas of Leon County, Florida.

Section 4. **Severability.** If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. **Effective Date.** This Ordinance shall become effective ninety (90) days from the date of adoption by the Board of County Commissioners.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida this _____ day of _____, 2013.

LEON COUNTY, FLORIDA

By: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

By: _____

1
2
3 Approved as to Form:
4 Leon County Attorney's Office
5

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

DRAFT

**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the 2013 Leon County Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Kim Dressel, Senior Assistant to the County Administrator Jon D. Brown, Director, Community and Media Relations

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the 2013 Leon County Annual Report.

Report and Discussion

Background:

Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process" requires the County Administrator to prepare an annual report, which provides a detailed analysis, summarizing the state of the County, based upon the prior fiscal year, and present the report for acceptance by the Board at the first regularly scheduled meeting in October of each year. Additionally, the policy requires presentation of the annual report to at least two community meetings conducted outside of the Courthouse, and to publish a summary of the annual report in a newspaper of general circulation.

The reporting requirements set forth in Policy No. 11-6 are consistent with Section 125.85(1), Florida Statutes (2012), to "Report annually, or more often if necessary, to the board of county commissioners and to the citizens on the state of the county, the work of the previous year, recommendations for action or programs for improvement of the county, and the welfare of its residents."

Analysis:

Consistent with Policy No. 11-6, the County Administrator has prepared the 2013 Leon County Annual Report. The annual report will be distributed during the October 8, 2013 Board meeting, and a brief presentation has been prepared for the meeting.

Additionally, consistent with Board policy, the County Administrator will present the annual report at two meetings outside of the Courthouse, and a summary of the annual report will be published in a newspaper of general circulation.

Options:

1. Accept the 2013 Leon County Annual Report.
2. Do not accept the 2013 Leon County Annual Report.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Viva Florida Time Capsule Committee's Final Report and Approval of Recommendations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendations:

Option #1: Accept the Viva Florida Time Capsule Committee's Final Report (Attachment #1).

Option #2: Schedule the Time Capsule Sealing Ceremony for Friday, October 25, 2013 at 11 a.m. at the Leon County Courthouse.

Option #3: Approve the opening date of the Time Capsule for Monday, October 25, 2013.

Option #4: Approve the materials and items recommended by the Viva Florida Time Capsule Committee for the Leon County Viva Florida Time Capsule.

Report and Discussion

Background:

As part of the state's 2013 Viva Florida celebration, which marks the 500th anniversary of Juan Ponce de Leon's arrival to Florida in 1513, the Department of State provided all 67 counties a time capsule to collect items that uniquely represents each respective community. The time capsules are required to be sealed by December 31, 2013. The location, sealing date, and contents of the time capsule are at the discretion of the respective counties. Additionally, counties are strongly encouraged to form citizen committees to assist in determining the items that may be included in the time capsules.

On January 29, 2013, the Board adopted an enabling resolution establishing the Leon County Viva Florida Time Capsule Committee (Committee) comprised of seven Leon County residents. The Committee was charged with gathering public input on determining the appropriate items that capture the events, policies, literature and technologies that shape the community. In addition, the Committee would make a recommendation on when the time capsule would be sealed and opened (20 years, 50 years, etc.). At the completion of its work, the Committee was required to present to the Board its recommendations.

The Board determined that the time capsule would be located at the County Courthouse once it is sealed. The County Courthouse was chosen as the most appropriate because it is regularly visited by citizens of the community for court-related issues, jury duty, legal documents, voting, and various other activities. In addition, the Courthouse sits adjacent to various local and state landmarks regularly visited by tourists including the Old Capitol Building and the World War II Memorial.

Analysis:

The Committee's Final Report describes its efforts to collect and gather citizen input on items and materials for the Time Capsule (Attachment #1). Additionally, the report outlines the items and materials that the Committee recommends for placement in the time capsule, the sealing date, and the opening date. The Committee's seven members represent a cross section of the community:

- Robert Bullard, Chairman
- Laura Lee Corbett, Vice-Chair
- Paula DeBoles-Johnson
- Kimberly Galban-Countryman
- Sharon Gray
- Marion McGee
- Brionna Boileau-Theresias

During the past six months, the Committee held ten meetings including a public hearing to collect and gather citizen input and develop activities that promoted to public the opportunity to provide thoughts and ideas on items and materials for the Time Capsule.

Throughout the summer, the Committee implemented a marketing plan that encouraged citizens and organizations to submit content that reflect life in Leon County including photos, letters, restaurant menus, and other items unique to the community.

The following provides a brief synopsis of the activities that were implemented by the Committee:

Viva Florida Time Capsule Website

Viva Florida Time Capsule website (www.leoncountyfl.gov/timecapsule) has been utilized as the main source of information to the public regarding the Leon County Viva Florida Time Capsule and the Committee. Information provided on the website included the background on the Time Capsule, a countdown timer on the Committee's proposed date of sealing, Committee meeting dates, agendas, and minutes, and an electronic suggestion box.

Time Capsule Photo Submission

Throughout the summer, the Committee encouraged citizens to submit photos for consideration of placement in the Time Capsule. Under theme, "Picture Life in Leon County," the Committee encouraged the public to submit photos that reflect life in Leon County today. Photos were submitted by a diverse population of the community through the Viva Florida Time Capsule website and the Main and branch libraries.

2013 Community Profile

The Committee asked citizens to assist in creating the 2013 Community Profile that lists current events, issues, and data in Leon County (i.e. current gas price, infant mortality rate, crime rate, median age, neighborhoods of the year, largest employer, universities/colleges, etc.). Data and information were submitted through the electronic suggestion box on the Viva Florida Time Capsule website and email at timecapsule@leoncountyfl.gov.

Tallahassee Democrat Opinions and Zings

The Committee partnered with the Tallahassee Democrat to promote the Viva Time Capsule. On October 5, 2013, the Tallahassee Democrat ran an article encouraging citizens to submit opinion pieces and zings addressed to the future. The opinion pieces and zings will be featured in the October 20 (Sunday Edition) paper, including an article highlighting the work of the Committee and promoting the proposed sealing date of the Time Capsule. A copy of the October 20 Tallahassee Democrat will be placed in the Time Capsule.

Letters to the Future

The Committee partnered with Leon County Schools as well as several local private schools to collect letters written by 5th grade students to future 5th graders of Leon County. Additionally, letters were submitted by 5th graders at Maclay School, and Trinity Catholic School,. A total of 18 letters have been submitted for the Time Capsule on various topics including favorite places in Leon County, hopes for Leon County in the year 2123, and a normal day in Leon County.

Committee Recommendations

Sealing Date: October 25, 2013

The Committee was charged with gathering public input on items for the Time Capsule as well as determining the dates to seal and open the Time Capsule. As previously mentioned, the State only required the Time Capsule sealed by December 31, 2013. Counties were encouraged to select a date of importance to each respective community or a national holiday. The Committee determined early in its process that the most appropriate date to seal the Time Capsule would be Friday, October 25, 2013. Based on a journal entry, it was on October 25, 1823 that Dr. William Hayne Simmons of St. Augustine and Mr. John Lee Williams of Pensacola arrived at St. Marks and chose our community as the capital of Florida.

As stated earlier, the Time Capsule website features a clock that is counting down until the Committee's recommended date of October 25. A sealing ceremony has been tentatively scheduled for October 25 at 11 a.m. At that time, the community along with citizens and organizations that have submitted items will be invited to witness the sealing of the Time Capsule.

Opening Date: October 25, 2123

As directed by the Board the Time Capsule will be put on display at the County Courthouse. In considering the opening date, the Committee determined it would be appropriate to have the Time Capsule sealed until Monday, October 25, 2123 (110 years). The date will mark the 300-year anniversary of Dr. Simmons and Mr. Williams' arrival to Leon County. It is Committee's intent that the Time Capsule will serve as a centerpiece of our future community's 300-year celebration as the capital of Florida.

Contents for the Time Capsule

The Committee is recommending 126 items and materials for inclusion in the Time Capsule. As reflected in the Committee's report, Appendix A lists photos that have been collected that illustrate life in Leon County today. The majority of the photos will be stored and preserved on flash drives and/or CDs due to the Time Capsule's limited space. Historians and anthropologists have confirmed that the technical devices required to extract the information would be accessible even if the technology becomes obsolete to the general public. Appendix B lists hard copy materials including letters, magazines, etc. that provides a glimpse of the people, places, and things that shape our community.

Each appendix identifies the items and the individuals and/or organizations that submitted them. The materials identified in Appendix B will be stored in acid-free clear bags that were provided with the Time Capsule.

Options:

1. Accept the Viva Florida Time Capsule Committee's Final Report (Attachment #1).
2. Schedule the Time Capsule Sealing Ceremony for Friday, October 25, 2013 at 11 a.m. at the Leon County Courthouse.
3. Approve the opening date of the Time Capsule for Monday, October 25, 2013
4. Approve the materials and items recommended by the Viva Florida Time Capsule Committee for the Leon County Viva Florida Time Capsule.
5. Board direction.

Recommendation:

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

Attachment:

1. Viva Florida Time Capsule Committee Final Report

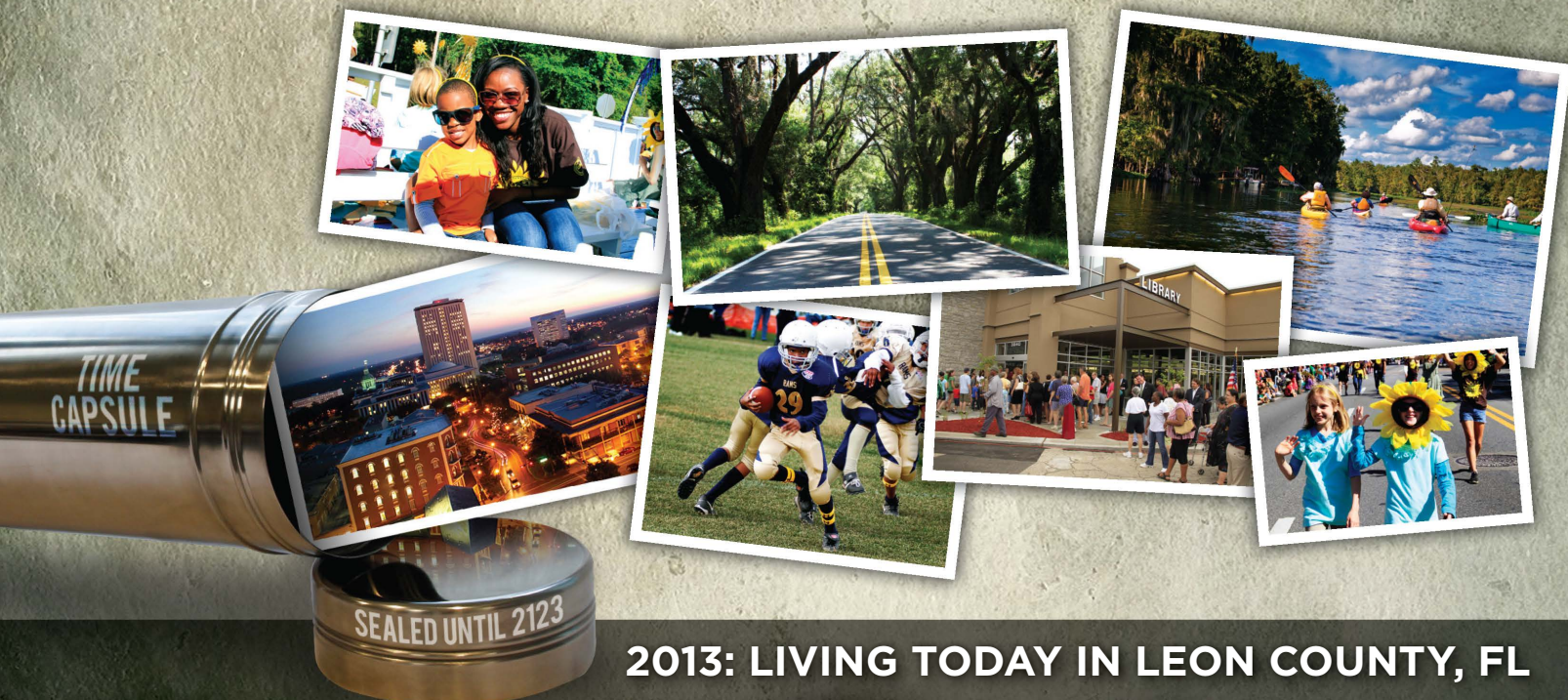


LEON COUNTY
VIVA FLORIDA
TIME CAPSULE
COMMITTEE



OCTOBER 8, 2013

FINAL REPORT



2013: LIVING TODAY IN LEON COUNTY, FL

Help Us Fill The Capsule

Share Your Thoughts at www.LeonCountyFL.gov/TimeCapsule

Executive Summary

The state of Florida is celebrating the 500th anniversary of Juan Ponce de Leon's arrival in Florida in 1513. As part of the Viva Florida celebration, the Department of State provided all 67 counties a time capsule to collect items that uniquely represent each respective community. The capsules are required to be sealed by December 31, 2013.

The Board of County Commissioners (Board) regularly engages citizens on issues and projects that promote the rich and diverse history and culture of Leon County. As a result, the Board established the Viva Florida Time Capsule Committee (Committee) with the charge of gathering public input to determine the appropriate items that capture the events, policies, literature and technologies that shape the community. Also, the Committee was given the responsibility to make recommendations on when the time capsule would be sealed and opened.

During the past six months the Viva Florida Time Capsule Committee has led the effort to collect items for the Leon County Viva Florida Time Capsule. This report details the process that was undertaken by the Committee to raise public awareness of the Time Capsule and to encourage citizens throughout the County to submit their thoughts and ideas on items that should be included.

Under the theme, "2013: Living Today in Leon County, FL" the Committee collected 126 items submitted by citizens and organizations in the community that are being recommended for inclusion into the Time Capsule. Additionally, the Committee is recommending the Time Capsule be sealed on Friday, October 25, 2013 at the Leon County Courthouse for 110 years, with a scheduled opening date of Monday, October 25, 2123.

Background

As part of the state's 2013 Viva Florida celebration, which marks the 500th anniversary of Juan Ponce de Leon's arrival in Florida in 1513, the Department of State provided all 67 counties a time capsule to collect items that uniquely represents each respective community. The time capsules are required to be sealed by December 31, 2013. The location, sealing date, and contents of the time capsule are at the discretion of the respective counties. Additionally, counties are strongly encouraged to form citizen committees to assist in determining the items that may be included in the time capsules.

On January 29, 2013 the Board adopted an enabling resolution establishing the Committee comprised of seven Leon County residents. The Committee was charged with gathering public input on determining the appropriate items that capture the events, policies, literature and technologies that shape the community. Also, the Committee would make a recommendation on when the time capsule would be sealed and opened (20 years, 50 years, etc.). At the completion of its work, the Committee was required to present to the Board its recommendations.

The Board determined that the Time Capsule would be located at the County Courthouse once it is sealed. The County Courthouse was chosen as the most appropriate because it is regularly visited by citizens of the community for court-related issues, jury duty, legal documents, voting, and various other activities. In addition, the Courthouse sits adjacent to various local and state landmarks regularly visited by tourists including the Old Capitol Building and the World War II Memorial.

Work of the Committee

The Committee is comprised of seven Leon County residents who represent a cross section of our community:

- Robert Bullard, Chairman
- Laura Lee Corbett, Vice-Chair
- Paula DeBoles-Johnson
- Kimberly Galban-Countryman
- Sharon Gray
- Marion McGee
- Brionna Boileau-Theresias

During the past six months the Committee held ten meetings including a public hearing to collect and gather citizen input and develop activities that would raise public awareness on the opportunity to provide thoughts and ideas on items and materials for the Time Capsule. The majority of the meetings were held at the Leon County Main Library.

The Committee adopted a marketing plan which served to guide its effort to engage citizens. The following provides a brief synopsis of the activities that were implemented by the Committee:

Viva Florida Time Capsule Website

Viva Florida Time Capsule website (www.leoncountyfl.gov/timecapsule) has been utilized as the main source of information to the public regarding the Leon County Viva Florida Time Capsule and the Committee. Information provided on the website included the background on the Time Capsule, a countdown timer on the Committee's proposed date of sealing, Committee meeting dates, agendas, and minutes, and an electronic suggestion box.

Time Capsule Photo Submission

Throughout the summer, the Committee encouraged citizens to submit photos for consideration of placement in the Time Capsule. Under theme, "Picture Life in Leon County", the Committee encouraged the public to submit photos that reflect life in Leon County today. Photos were submitted by a diverse population of the community through the Viva Florida Time Capsule website and the Main and branch libraries.

2013 Community Profile

The Committee asked citizens to assist in creating the 2013 Community Profile which lists current events, issues, and data in Leon County (i.e. current gas price, infant mortality rate, crime rate, median age, neighborhoods of the year, largest employer, universities/colleges, etc.). Data and information were submitted through the electronic suggestion box on the Viva Florida Time Capsule website and email at timecapsule@leoncountyfl.gov.

Tallahassee Democrat Opinions and Zings

The Committee partnered with the Tallahassee Democrat to promote the Viva Time Capsule. On October 5, 2013 the Tallahassee Democrat ran an article encouraging citizens to submit opinion pieces and zings addressed to the future. The opinion pieces and zings will be featured in the October 20 (Sunday Edition) paper and also an article highlighting the work of the Committee and promoting the proposed sealing date of the Time Capsule. A copy of the October 20 Tallahassee Democrat will be placed in the Time Capsule.

Letters to the Future

The Committee partnered with Leon County Schools as well as several local private schools to collect letters written by 5th grade students to future 5th graders of Leon County. Leon County Schools held a contest and letters from Apalachee Tapestry Magnet School of Arts, Astoria Park Elementary, Fort Braden Elementary, Gilchrist Elementary, Hartsfield Elementary, Killearn Lakes Elementary, Roberts Elementary, and W.T. Moore Elementary would be included in the Time Capsule. Additionally, letters were submitted by 5th graders at Maclay School and Trinity Catholic School. A total of 18 letters have been submitted for the Time Capsule on various topics including favorite places in Leon County, hopes for Leon County in the year 2123, and a normal day in Leon County.

Recommendations

Sealing Date: October 25, 2013

The Committee was charged with gathering public input on items for the Time Capsule as well as determining the dates to seal and open the Time Capsule. As previously mentioned, the State only required the Time Capsule sealed by December 31, 2013. Counties were encouraged to select a date of importance to each respective community or a national holiday. The Committee determined early in its process that the most appropriate date to seal the Time Capsule would be Friday, October 25, 2013. Based on a journal entry, it was on October 25, 1823 that Dr. William Hayne Simmons of St. Augustine and Mr. John Lee Williams of Pensacola arrived at St. Marks and chose our community as the capital of Florida.

As stated earlier, the Time Capsule website features a clock that is counting down until the Committee's recommended date of October 25. A sealing ceremony has been tentatively scheduled for October 25 at 11 a.m. At that time, the community along with citizens and

organizations that have submitted items will be invited to witness the sealing of the Time Capsule.

Opening Date: October 25, 2123

As directed by the Board the Time Capsule will be put on display at the County Courthouse. In considering the opening date, the Committee determined it would be appropriate to have the Time Capsule sealed until Monday, October 25, 2123 (110 years). The date will mark the 300 year anniversary of Dr. Simmons and Mr. Williams' arrival to Leon County. It is Committee's intent that the Time Capsule will serve as a centerpiece of our future community's 300-year celebration as the capital of Florida.

Items for the Time Capsule

The Committee has identified 126 items and materials to be recommended for inclusion in the Time Capsule. Appendix A lists 85 photos that have been collected that illustrate life in Leon County today. Appendix B lists 41 materials including letters and messages prepared by students and the Committee that introduce the many people, places, and cultures that shape our community to our future generation.

Each appendix identifies the items and the individuals and/or organizations that submitted them. Many of the items such as the photos will be stored and preserved on flash drives and/or CDs due to the Time Capsule's limited space. Historians and anthropologists have confirmed that the technical devices required to extract the information would be accessible even if the technology becomes obsolete to the general public. The materials identified in Appendix B will be stored in acid-free clear bags that were provided with the Time Capsule

The Viva Florida Time Capsule celebrates the beauty and heritage of Leon County. The Committee has appreciated the opportunity to lead the effort in collecting contents for the Time Capsule which serve to preserve the unique elements of the community for future generations to share.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-1
Photo Title	2013 Leon County Board of County Commissioners
Submitter	Leon County
Description	Photo of the Leon County Board of County Commissioners taken in the Leon County Chamber: (left to right): Bill Proctor, District 1; John Dailey, District 3; Kristin Dozier, District 5; Nick Maddox, At-Large; Mary Ann Lindley, At-Large; Bryan Desloge, District 4, Jane Sauls, District 2.

Photo Code	P-2
Photo Title	Operation Thank You 2013 - Welcome Home Vietnam Veterans
Submitter	Leon County
Description	Local Vietnam Veterans in front of the Vietnam Veterans Memorial. Leon County held the Operation Thank You - Welcome Home Vietnam Veterans Event to mark the 30 year anniversary of the withdrawal of U.S. combat troops from Vietnam. More than 400 members of the community including over 150 Vietnam veterans attended the event.

Photo Code	P-3
Photo Title	Grand Opening of the Public Safety Complex
Submitter	Leon County
Description	In July 2013, the Public Safety Complex opened. The 100,000 sq. ft. facility located at 911 Easterwood Drive houses Consolidated Dispatch Agency (CDA), Leon County Emergency Medical Services (EMS), Tallahassee Fire Department (TFD) Administration, the City of Tallahassee Regional Transportation Management Center and the Leon County Emergency Operations Center.

Photo Code	P-4
Photo Title	Leon County Main Library
Submitter	Leon County
Description	The Main Library on a summer day in 2013

Photo Code	P-5
Photo Title	Lincoln High School Graduate
Submitter	Thayumanasamy Somasundaram
Description	2013 Lincoln High School graduate and future Florida State University student.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-6
Photo Title	Capital City Christian Cruisers Annual Banquet
Submitter	Paula Johnson
Description	The Capital City Christian Cruisers is a Christian Track Club for youth ages 3-18. Pictures depict the team warming up for a track meet, accepting awards and participating in the annual awards banquet.

Photo Code	P-7
Photo Title	Asian Americans in Springtime Parade
Submitter	Thayumanasamy Somasundaram
Description	Members of Asian Coalition of Tallahassee gather to march during the forty-fifth Springtime Tallahassee Parade.

Photo Code	P-8
Photo Title	Family Entertainers Guild
Submitter	Karen Mercer
Description	Family Entertainers Guild Participate in the 2013 Springtime Tallahassee Parade.

Photo Code	P-9
Photo Title	Dad Graduates College
Submitter	Anitra Thomas
Description	My Father Rickey R. Thomas on his graduation day from Florida A&M University with my daughters, his grandchildren Faith Thomas and Aaymria Wright.

Photo Code	P-10
Photo Title	FSU Face Paint
Submitter	Karen Mercer
Description	FSU Fan Face Paint at Garnet and Gold Game in April 2013.

Photo Code	P-11
Photo Title	Reenactment Twins
Submitter	Inger Maria Avant
Description	Twins, Judy and Julia, dressed in period costumes at the Battle of Natural Bridge Reenactment at Natural Bridge State Park in Woodville, FL(Leon County).

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-12
Photo Title	Birthday Boy
Submitter	Inger Maria Avant
Description	Bridger Reid Avant's first birthday. Big brother, David Alonzo Avant IV, on left, plays in the red wagon he got on his first birthday, with his brother, Bridger, on right, on his first birthday. At their family home in San Luis Ridge, one of Tallahassee's highest hills.

Photo Code	P-13
Photo Title	Students Taking Flight
Submitter	Emily Brown
Description	Students let their imaginations "fly" while learning about aerodynamics at the Challenger Learning Center.

Photo Code	P-14
Photo Title	2013 FSU Convocation (Civic Center) Class of 2017
Submitter	Thayumanasamy Somasundaram
Description	The photo shows inside of Civic center for the 2013 FSU Convocation for the Class of 2017.

Photo Code	P-15
Photo Title	FSU Spring Gradutaion 2013
Submitter	Inger Maria Avant
Description	Before Florida State University Spring Graduation Ceremony at the Tallahassee/Leon County Civic Center in 2013. Friend, Jenny Priest about to graduate during the morning ceremony.

Photo Code	P-16
Photo Title	Wonder of Science
Submitter	Kristin Roberts
Description	The National High Magnetic Field Laboratory Open House draws in thousands of visitors to do hands-on science and learn about our world class research facility.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-17
Photo Title	Life in Leon County for Zemoria Johnson
Submitter	Zenani Johnson
Description	Zenani Johnson & Tadarius Hall James S. Rickards Sophomore Class President & Vice President campaign at B.L.Perry Library. Youth Healthy Leadership Council poses with FAMU Interim President Larry Robinson and Former U.S. Secretary Department of Health Dr. Louis W. Sullivan. Zenani Johnson collects medal at the Ernie Simms Big Hits Track Meet.

Photo Code	P-18
Photo Title	Life in Leon County for Christiana Fletcher
Submitter	Christiana Fletcher
Description	One of my favorite things to do with my family (that includes my dog Toby) is sit on the front porch and play music. This photo was taken during a beautiful sunset; my brother was also jamming (out of frame). Front porch playing and front porch dogs are a common activity/sighting, if not a staple in the south. Picks up for future Tallahassee porch jams.

Photo Code	P-19
Photo Title	Leon County Domestic Partnership Registry Opens
Submitter	Leon County
Description	Sharon Kant-Rauch and Terry Kant-Rauch become first Leon County residents to register for the Domestic Partnership Registry.

Photo Code	P-20
Photo Title	Surgeon General Visit Public Safety Complex
Submitter	Leon County
Description	EMS Chief Tom Quillin takes Florida Surgeon General Dr. John H. Armstrong on tour of brand new Public Safety Complex.

Photo Code	P-21
Photo Title	Community Meeting on Development of the Veteran National Cemetery
Submitter	Leon County
Description	Commissioner Kristin Dozier and the U.S. Department of Veteran Affairs hold a community meeting to inform citizens of the planned construction of a veteran's national cemetery on Appalachee Parkway at the Eastside Branch Library.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-22
Photo Title	Leon Senior High School Marine Junior Reserve Officers' Training Corps
Submitter	Leon County
Description	The Leon Senior High School Marine JROTC marches in the Springtime Tallahassee Parade carrying the flags of the 50 states of the United States.

Photo Code	P-23
Photo Title	September 11, 2011 Remembrance Event
Submitter	Paula DeBoles-Johnson
Description	Leon County's Day of Remembrance and Service at the FSU School of Law. Each year the community remembers those lost in the terrorist attacks on the World Trade Center in New York City; Pentagon in Washington, D.C.; and Shanksville, Pennsylvania on Tuesday, September 11, 2001.

Photo Code	P-24
Photo Title	Puthandu Celebration
Submitter	Thayumanasamy Somasundaram
Description	Puthandu Celebration is New Year for people who speak Tamil, an ancient language of south India. The photo depicts a Tamil comedy drama in progress during this year's celebration.

Photo Code	P-25
Photo Title	Vacation Bible School
Submitter	Inger Maria Avant
Description	Children singing during "Kingdom Rock" at Vacation Bible School at Faith Presbyterian Church.

Photo Code	P-26
Photo Title	Girls Love Percussion Too
Submitter	Anitra Thomas
Description	My daughter Faith Thomas as the only girl Percussionist for RAA Middle School band.

Photo Code	P-27
Photo Title	FSU freshmen Vivek and President Dr Barron
Submitter	Thayumanasamy Somasundaram
Description	FSU freshmen Vivek Somasundaram speaks to FSU President Dr Eric Barron at the President's backyard BBQ during 2013 FSU Convocation.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-28
Photo Title	Class of 2013 NFC, George Davis Avant III
Submitter	Inger Maria Avant
Description	George Davis Avant III, Graduate of North Florida Christian High School pictured after his graduation ceremony on the school grounds. (left to right): Mother, Leanne; George III(Graduate); Father, George Jr.; Sister, Callie.

Photo Code	P-29
Photo Title	Gaines Street Construction
Submitter	Leon County
Description	Near completion of Phase 1 of College Town.

Photo Code	P-30
Photo Title	5K Color Run Photo 1
Submitter	Marie Garner
Description	Marie and Friends after first ever Color Run in Leon County held on September 7th at the Civic Center.

Photo Code	P-31
Photo Title	5K Color Run Photo 2
Submitter	Jacob Moore
Description	The Unicorn Team after the first ever Color Run in Leon County held on September 7th at the Civic Center.

Photo Code	P-32
Photo Title	Education for Life 5K
Submitter	Kimberly Galban-Countryman
Description	Start of the Education for Life 5K at the Florida State University College of Medicine.

Photo Code	P-33
Photo Title	Feeding The Racers at the Firecracker 5 K Race
Submitter	Howard Pardue
Description	Volunteers feeding the Racers who participated in the Firecracker 5 K Race, sponsored by Capital City Kiwanis Club. L to R Janet Morgan, Amber Tynan, Anne Knox, Linda Smith, Sandra Wylie, Charlene Williams.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-34
Photo Title	Education for Life 5K
Submitter	Kimberly Galban-Countryman
Description	John Countryman and his granddaughter, Alex Dotson participate in the Education for Life 5K run held on March 23rd.

Photo Code	P-35
Photo Title	Let the rain fall down
Submitter	Christiana Fletcher
Description	Never seen so much rain in Tallahassee as in the summer of 2013. This was the beginnings of a storm. Rain falling and splashing on unripened north florida mandarin oranges.

Photo Code	P-36
Photo Title	The Chihuahua Parade at Mission San Luis
Submitter	Mission San Luis
Description	A Pomeranian dressed in "matador" costume for the Chihuahua Parade.

Photo Code	P-37
Photo Title	Dinner with the First Lady of Florida
Submitter	David Johnson
Description	Captain David and Paula Johnson join First Lady, Ann Scott, for a Community Leaders' Dinner at the Governor's Mansion.

Photo Code	P-38
Photo Title	Lee Hall at Florida A&M Univeristy
Submitter	Aubrey Upshur
Description	Lee Hall on the campus of FAMU in summer of 2013.

Photo Code	P-39
Photo Title	Playing on Landis Green at Florida State University
Submitter	Aubrey Upshur
Description	Students "larping" (live action role playing) on Florida State University's Landis Green.

Photo Code	P-40
Photo Title	Summer Day on Landis Green
Submitter	Aubrey Upshur
Description	Students walking through Landis Green, Summer 2013.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-41
Photo Title	FAMU Home Football Game against Tennessee State University
Submitter	Aubrey Upshur
Description	Fans watch on as FAMU takes on Tennessee State University on September 7th.

Photo Code	P-42
Photo Title	FAMU Home Football Game against Tennessee State University
Submitter	Aubrey Upshur
Description	Fans watch on as FAMU takes on Tennessee State University on September 7th.

Photo Code	P-43
Photo Title	FAMU Marching 100 Perform Halftime Show
Submitter	Aubrey Upshur
Description	FAMU Marching 100 Performing Halftime Show during the Tennessee State University game.

Photo Code	P-44
Photo Title	Florida A&M University Fraternity/Sorority Wall
Submitter	Aubrey Upshur
Description	The Fraternity/Sorority Wall at Florida A&M University.

Photo Code	P-45
Photo Title	Leon County Press the Chest
Submitter	Leon County
Description	Leon County residents attend the 2013 Press the Chest event held on June 29, 2013 at the Turnbull Conference Center. Press the Chest is an annual event hosted by the Leon County EMS Division educating the community on proper way to administer Cardiopulmonary Resuscitation (CPR).

Photo Code	P-46
Photo Title	Summer Day in Downtown Tallahassee
Submitter	Aubrey Upshur
Description	Summer Day in Downtown Tallahassee near Park Ave.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-47
Photo Title	Florida State University Campus Bus
Submitter	Aubrey Upshur
Description	Florida State University Fuel-Powered Campus Bus drives pass Wescott Building.

Photo Code	P-48
Photo Title	College Avenue
Submitter	Aubrey Upshur
Description	East view of College Ave from the FSU Wescott Building.

Photo Code	P-49
Photo Title	FSU Strozier Library
Submitter	Aubrey Upshur
Description	FSU Strozier Library in the summer of 2013

Photo Code	P-50
Photo Title	Dolphins Statue
Submitter	Aubrey Upshur
Description	Dophins Statue on the west end of the State Capitol.

Photo Code	P-51
Photo Title	Florida State Supreme Court Building
Submitter	Aubrey Upshur
Description	The Florida State Supreme Court Building.

Photo Code	P-52
Photo Title	Leon County Courthouse/South Monroe Street
Submitter	Aubrey Upshur
Description	The Leon County Courthouse/South Monroe Street viewed from the Old State Capitol.

Photo Code	P-53
Photo Title	Florida Historic Capitol Museum (Old State Capitol)
Submitter	Aubrey Upshur
Description	The Old State Capitol Building.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-54
Photo Title	Apalachee Parkway
Submitter	Aubrey Upshur
Description	East view of Apalachee Parkway from the Old State Capitol Building.

Photo Code	P-55
Photo Title	Florida Historic Capitol Museum (Old State Capitol)/Current Capitol Building
Submitter	Aubrey Upshur
Description	Old State Capitol Building with the current Capitol building behind.

Photo Code	P-56
Photo Title	Andrew's Capital Grill and Bar
Submitter	Aubrey Upshur
Description	The exterior of Andrew's Capital Grill and Bar located on the corner of Adams Street and West Jefferson Street in Downtown Tallahassee.

Photo Code	P-57
Photo Title	Andrew's Capital Grill and Bar Patrons
Submitter	Aubrey Upshur
Description	Andrew's Capital Grill and Bar Patrons.

Photo Code	P-58
Photo Title	Florida Disabled Outdoors Association Miracle Ball Event
Submitter	Florida Disabled Outdoors Association
Description	Shawntia Williams "Ms. Kitty" hits a home run at FDOA Miracle Ball Event held on Miracle Field at Messer Park.

Photo Code	P-59
Photo Title	Florida Disabled Outdoors Association Miracle Ball Event
Submitter	Florida Disabled Outdoors Association
Description	Kelsey Reetz cheers at FDOA Mirable Ball Event held on Miracle Field at Messer Park.

Photo Code	P-60
Photo Title	Florida Disabled Outdoors Association Miracle Ball Event
Submitter	Florida Disabled Outdoors Association
Description	Go Team! from left to right– John Lilly (in green shirt), Jeff Nelson (red shirt), Novella Dandridge (orange shirt), Dallas Nall (blue shirt), Ryan Sprague (green shirt).

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-61
Photo Title	Oasis Center for Women and Girls Annual Celebration of Women
Submitter	Kimberly Galban-Countryman
Description	Campers from the Oasis Center's Girls Can Do Anything Camp help with the Celebration of Women by passing out programs and escorting guests to their seats. Volunteer campers: Alex Dotson, Sydney Dotson, Aleah Henley.

Photo Code	P-62
Photo Title	Tallahassee Rock Gym Patrons
Submitter	Tallahassee Rock Gym
Description	Tallahassee Rock Gym Patrons Climb the wall.

Photo Code	P-63
Photo Title	Family Gathering at Southwood Plantation
Submitter	Kimberly Galban-Countryman
Description	Cuban-Italian family celebrating the birthday of their Matriarch, Nancy Galban.

Photo Code	P-64
Photo Title	2013 Tallahassee Rollergirls
Submitter	Kimberly Galban-Countryman
Description	Tallahassee's A-team, Capital Punishment (CP), had a very jam-packed season (22 games!), a good portion of which were against Division 1 teams. So far, they are sitting at 5W/15L and still have two games scheduled in October. CP was able to participate in the WFTDA (Women's Flat Track Derby Association) Division 2 playoffs for the 2nd year in a row! The club's B-team, Jailbreak Betties (JB), had a 3W/3L season and introduced a handful of new up-and-coming skaters! These Leon County women represent many different sectors in the community. They are scientists, Ph.D. candidates, state employees, nurses, nonprofit employees, teachers, coaches, and moms.

Photo Code	P-65
Photo Title	Tallahassee United Futbol Club
Submitter	Kimberly Galban-Countryman
Description	The 2013 U-13 Girls Travel Soccer Team at Phipps Park.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-66
Photo Title	FSU's Chief Osceola
Submitter	Aubrey Upshur
Description	Chief Osceola spears the tomhawk at the first FSU home game of the 2013 Season at Doak Campbell Stadium.

Photo Code	P-67
Photo Title	Garnet and Gold Guys
Submitter	Carl Morris
Description	Buddies Carl Morris and Brad Fink dressed as Garnet and Gold Guys at FSU game against Bethune Cookman College on September 21st.

Photo Code	P-68
Photo Title	Lincoln Class of 2013
Submitter	Tallahassee Democrat
Description	Lincoln Senior High School Class of 2013 at the Lincoln High School Gymnasium.

Photo Code	P-69
Photo Title	Leon Class of 2013
Submitter	Tallahassee Democrat
Description	Leon Senior High School Class of 2013 at the Leon High School Gymnasium.

Photo Code	P-70
Photo Title	Godby Class of 2013
Submitter	Tallahassee Democrat
Description	Godby Senior High School Class of 2013 at the Godby High School Gymnasium.

Photo Code	P-71
Photo Title	Experience Asia Festival
Submitter	Thayumana Somasundaram
Description	Young Asian Girl Performing at the Experience Asia Festival held in October held at Lewis and Bloxham Parks.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-72
Photo Title	2013 Groom and Bride
Submitter	Yinka Adeshina and Tony Adeshina
Description	Ms. Yinka Akinbobola born in Washington, D.C. and Mr. Tony Adeshina from Lagos State, Nigeria in West Africa were married in Leon County September 5, 2013.

Photo Code	P-73
Photo Title	2013 Heart Walk
Submitter	Leon County
Description	An estimated 4,000 people turned out at Tom Brown Park on Saturday, September 28th to walk three miles in support of the American Heart Association and its mission to promote wellness.

Photo Code	P-74
Photo Title	Honor Flight Montage
Submitter	Leon County
Description	The passengers of the first Tallahassee Honor Flight arrive to Tallahassee Regional Airport on May 11, 2013. Honor Flight's sole mission is to send World War II veterans to Washington, D.C. to visit the memorials dedicated to honor their service and sacrifices.

Photo Code	P-75
Photo Title	Kiwanis Firecracker 5K Race
Submitter	Howard Pardue
Description	Start of the Fourth of July, Firecracker 5 K Race, sponsored by Capital City Kiwanis Club.

Photo Code	P-76
Photo Title	Re-thatch of the Council House at Mission San Luis
Submitter	Mission San Luis
Description	The Council House is 120 ft wide at the base, 5 stories high, and is covered in over 70,000 palm fronds. It is re-built in the exact location it stood in 1703.

Photo Code	P-77
Photo Title	White Squirrel at the Tallahassee Museum of Science and History
Submitter	Inger Maria Avant
Description	White Squirrel at the Tallahassee Museum of Science and History. The Tallahassee Museum of Science and History is the only museum in the state with a large collection of living native Florida animals.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-78
Photo Title	Tallahassee Police Department-2013 TAC Camp
Submitter	Paula Johnson
Description	2013 TAC Students /Tallahassee Police Department Student Leadership Program pose with Commissioner Gillum (2nd Row Center)and Major Lewis Johnson (2nd row Right) after training exercise.

Photo Code	P-79
Photo Title	Welcome Home Sergeant Frazier
Submitter	Leon County
Description	Young man holds up a sign welcoming Leon County employee, Sergeant Leroy Frazier home following a military tour in Afghanistan in June 2013.

Photo Code	P-80
Photo Title	Service To Others
Submitter	Zemoria Johnson
Description	Zemoria Johnson, Department of Education Regional Volunteer Winner of the Year and Dr. Michelle Gayle, Principal Doug Cook and Leon County School Board Staff at recognition ceremony. Zemoria Johnson accepting a certificate for Speaking at Faith Christian Family Center youth program. Zemoria Johnson during photo shoot at Dorothy B. Owen Park.

Photo Code	P-81
Photo Title	The Luscious Layered Landfill
Submitter	Leon County
Description	Through guided tours and hands on learning activities, youth participants learn how reducing, reusing, and recycling at home can improve the neighborhood in which they live, playing a key role in creating a sustainable community.

Photo Code	P-82
Photo Title	Leon County Legisaltive Dialogue Meeting
Submitter	Leon County
Description	Quarterly leaders from around the County meet to discuss state legislative issues that impact the community.

Appendix A - Leon County Viva Florida Time Capsule Photos

Photo Code	P-83
Photo Title	Home for National Association for the Advancement of Colored People
Submitter	Leon County
Description	Ribbon Cutting Ceremony for the headquarters of the Tallahassee Chapter of the NAACP

Photo Code	P-84
Photo Title	<i>Civil Rights Walk Unveiling</i>
Submitter	<i>Leon County</i>
Description	

Photo Code	P-85
Photo Title	<i>FSU Marching Chiefs</i>
Submitter	<i>Florida State University Marching Chiefs</i>
Description	<i>The Marching Chiefs consists of students from almost every academic department within the University. The Chiefs have averaged 400+ members every year since the 1980s. Our unique blend of traditional and contemporary marching styles demonstrates our commitment to our past, but with an eye toward the future. We use only our own unique arrangements that are custom designed by expert arrangers to produce the famous Marching Chiefs' "Wall of Sound."</i>

Appendix B - Leon County Viva Florida Time Capsule Materials

Item Code	M-1
Item Name	Message From the Viva Florida Time Capsule Committee
Submitter	Leon County Viva Florida Time Capsule Committee
Description	A message letter from the Committee that provides brief biography of each member and their hopes and dreams for the future.

Item Code	M-2
Item Name	Community Profile
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Statistical Data and Event Information of 2013

Item Code	M-3
Item Name	Viva Florida Time Capsule Promotional Flyer
Submitter	Leon County Viva Florida Time Capsule Committee
Description	The promotional flyer utilized to promote the Time Capsule and encourage Leon County resident to submit items and materials.

Item Code	M-4
Item Name	2013 Tallahassee Visitors' Guide
Submitter	Leon County Tourism Division (Visit Tallahassee)
Description	The Guide provides visitors to the Capital Region with a broad list of things to do, places to stay, and events in 2013.

Item Code	M-5
Item Name	Maps of Leon County
Submitter	Leon County Geographical Information Systems (GIS)
Description	Aerial and Street View Maps of Leon County. Leon County is 701.78 square mile and is bordered by Grady County, Ga and Thomas County, Ga to its north; Jefferson County, Fl to its east; Gadsen County, Fl and Liberty County to its West, and Wakulla County, Fl to its South.

Item Code	M-6
Item Name	Map of Apalachicola National Forest
Submitter	Leon County Geographical Information Systems (GIS)
Description	Aerial and Street Map of the Apalachicola National Forest located in the Southern region of Leon County

Appendix B - Leon County Viva Florida Time Capsule Materials

Item Code	M-7
Item Name	Letters from 5 th Graders
Submitter	5 th Grade Students of Leon County Public Schools, Maclay School, Trinity Catholic Schools, North Florida Christian School, Community Christian School
Description	18 letters submitted by local 5 th graders addressed to future 5 th graders of the community.

Item Code	M-8
Item Name	The stem of a Bent Golden Aster
Submitter	Leon County Public Works
Description	The Bent Golden Aster is an endangered plant in Leon County

Item Code	M-9
Item Name	<i>October 20, 2013 Edition of the Tallahassee Democrat</i>
Submitter	<i>Tallahassee Democrat</i>
Description	<i>The Tallahassee Democrat newspaper feature articles and editorials (aka Zings) on the County's efforts to fill the Time Capsule</i>

Item Code	M-10
Item Name	<i>October 13, 2013 Edition of the Capitol Outlook</i>
Submitter	<i>Capitol Outlook</i>
Description	<i>The Capitol Outlook is one of the two major newspapers in Leon County</i>

Item Code	M-11
Item Name	2013 Living Here Magazine
Submitter	Tallahassee Democrat
Description	Each year the Tallahassee Democrat publishes the Living Here Magazine featuring articles and photos of the Leon County community.

Item Code	M-12
Item Name	WCTV Broadcast
Submitter	WCTV Channel 46 (Comcast Channel 9; DirecTV Channel 6)
Description	WCTV's Morning, Noon, 5 p.m., and 11 p.m. News Broadcast for August, 28, 2013

Appendix B - Leon County Viva Florida Time Capsule Materials

Item Code	M-13
Item Name	2013 Springtime Tallahassee Pin
Submitter	Springtime Tallahassee, Inc.
Description	Springtime Tallahassee is signature event held annually in Leon County. Springtime was chartered in 1967 as an organization dedicated to keeping Tallahassee-Leon County as the state's capital. 2013 Spring Tallahassee took place Friday, April 5 th and Saturday, April 6 th .

Item Code	M-14
Item Name	A Book of Forever Mailing Stamps
Submitter	Viva Florida Time Capsule Committee
Description	A Book of 20 Mailing Stamps which cost \$9.20 in 2013

Item Code	M-15
Item Name	<i>Leon County 2013 Annual Report</i>
Submitter	<i>Leon County Board of County Commissioners</i>
Description	<i>The Annual Report highlights the accomplishment of Leon County Government during the 2012-13 Fiscal Year</i>

Item Code	M-16
Item Name	Florida A&M University Campus Map
Submitter	Florida A&M University Communication Office
Description	Map of Florida A&M University, one of the Leon County's major public universities. It also the only publicly-funded Historical Black University in the United States as of 2013.

Item Code	M-17
Item Name	Florida State University Campus Map
Submitter	Florida State University Visitors' Center
Description	Map Florida State University is the largest institution of higher education in Leon County.

Item Code	M-18
Item Name	Tallahassee Community College Campus Map
Submitter	Tallahassee Community College Communication Office
Description	Map of Tallahassee Community College, the only community college in Leon County.

Appendix B - Leon County Viva Florida Time Capsule Materials

Item Code	M-19
Item Name	Florida Bitter Plate
Submitter	National High Magnetic Field Laboratory (Mag Lab)
Description	The resistive magnets were invented in Leon County and are the highest-field resistive magnets the the world. The bitter plate is used to power the largest magent in the world which is housed in the Mag Lab

Item Code	M-20
Item Name	2013 Cherry Alexander African-American History Calendar
Submitter	Tallahassee Community College
Description	Each year TCC distributes a calendar that features local individuals of African descent.

Item Code	M-21
Item Name	Viva Florida Brochure and Event Program
Submitter	Mission San Luis
Description	In 2013 the state of Florida celebrated the 500th anniversary of Ponce de Leon's arrival to Florida. The brochure and program highlight the Viva Florida events that were held at Mission San Luis.

Item Code	M-22
Item Name	Operation Thank You - Welcome Home Vietnam Veterans Challenge Coin
Submitter	Leon County Board of County Commissioners
Description	Each Leon County Vietnam Veteran received a challenge coin as part of the Operation Thank You event held on March 30, 2013

Item Code	M-23
Item Name	Aparment Finder Magazine
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Magazine lists the cost of apartments around Leon County in 2013

Item Code	M-24
Item Name	Homes and Land of Tallahassee Magazine
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Magazine lists the cost of homes on the market around Leon County and surrounding counties in 2013

Appendix B - Leon County Viva Florida Time Capsule Materials

Item Code	M-25
Item Name	Car Magazine
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Magazine features the market rate for used vehicles in Leon County in 2013

Item Code	M-26
Item Name	Gordos Cuban Cuisine Menu
Submitter	Gordos Cuban Cuisine
Description	Menu of Gordos Cuban Cuisine located in two location in Leon County

Item Code	M-27
Item Name	Goodie's Eatery Menu
Submitter	Goodie's Eatery
Description	Menu of Goodies Eatery located in Downtown Tallahassee at 116 East College Avenue

Item Code	M-28
Item Name	Old Town Café Menu
Submitter	Old Town Café
Description	Menu of Old Town Café located in the Northeast part of Leon County at 1415 Timberlane Road

Item Code	M-29
Item Name	Masa Menu
Submitter	Masa Restaurant
Description	Masa is a local restaurant specializing in Asian cuisine located at 1001 North Monroe Street

Item Code	M-30
Item Name	Seineyard Menu
Submitter	Seineyard Seafood Restaurant
Description	Seineyard is a local seafood restaurant located at 8056 Woodville Highway

Item Code	M-31
Item Name	Mini-Mint of Tallahassee
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Mini Mint Coupon Books are regularly utilized by residents for deals at local restaurants, retail stores, and home and car service businesses

Appendix B - Leon County Viva Florida Time Capsule Materials

Item Code	M-32
Item Name	Apple, Inc. iPhone
Submitter	Leon County Viva Florida Time Capsule Committee
Description	The most popular cell phone in the country

Item Code	M-33
Item Name	Uncirculated Florida Quarter
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Uncirculated Florida Quarter which features Ponce de Leon's Boat, Space Shuttle, and Palm Trees

Item Code	M-34
Item Name	Articles on Tamil Culture in Leon County
Submitter	Thayumana Somasundaram
Description	Asian Indians make up less than one percent of the Leon County population. An even small group speaks the ancient Indian sub-continent language of Tamil. Articles on the culture and food receipes are written in the Tami language.

Item Code	M-35
Item Name	Out of the Past: A Noble Leader Book
Submitter	John G. Riley Center/Museum of African American Hsitory and Culture
Description	Children's book that tells the moving story of educator and civil rights leader, John Gilmore Riley.

Item Code	M-36
Item Name	John G. Riley Center Wrist Watch
Submitter	John G. Riley Center/Museum of African American Hsitory and Culture
Description	Wrist watch with a picture of the John G. Riley Center at its center.

Item Code	M-37
Item Name	Americorp
Submitter	Paula Debolos-Johnson
Description	Lapel Pin for Americorp

Item Code	M-38
Item Name	Tony Hale Acceptance Speech
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Video clip of Leon County owns Tony Hale's Emmy Award Acceptance Speech

Appendix B - Leon County Viva Florida Time Capsule Materials

Item Code	M-39
Item Name	Rummy Pizza Menu
Submitter	Rummy Pizza
Description	Rummy Pizza Menu

Item Code	M-40
Item Name	Red Elephant Menu
Submitter	Red Elephant
Description	Red Elephant Menu

Item Code	M-41
Item Name	Handwritten Card
Submitter	Leon County Viva Florida Time Capsule Committee
Description	Handwritten Card by Committee member Marion McGee expressing appreciation of the work conducted by County staff.


**Leon County
Board of County Commissioners
Notes for Agenda Item #18**

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to Advon in the Amount of \$309,940 for the Construction of Phase II of the Miccosukee Greenway Trail

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development
Lead Staff/ Project Team:	Leigh Davis, Director, Parks and Recreation

Fiscal Impact:

This item has been budgeted and adequate funding is available in the FY 2013/2014 Capital Improvement Program. Funding for this project was provided by a \$250,000 Recreational Trails Program (RTP) grant from the Florida Department of Environmental Protection (DEP) and a \$250,000 match from the County.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Advon in the amount of \$309,940 for the construction of Phase II of the Miccosukee Greenway Trail (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

A Recreational Trails Program (RTP) grant from the Florida Department of Environmental Protection (DEP) in the amount of \$250,000, and a County match of \$250,000, will support the construction/trail improvements of nearly four miles of trail on the Miccosukee Canopy Road Greenway. The segment of trail adjoins Phase I construction between Edenfield Road and Thornton Road trailheads, lies between the Thornton Road trailhead and the Crump Road trailhead, follows the existing trail footprint, and will cross Miccosukee Road near Miles Johnson Road to connect the northern and southern portions of the property.

This project is essential to the following FY2012 & FY2013 Strategic Initiative that the Board approved at the January 29, 2013 meeting:

“Implement strategies which advance parks, greenways, recreational offerings, including: Develop Miccosukee Greenway Management Plan (2012)”

This particular Strategic Initiative aligns with the Board’s Strategic Priorities – Quality of Life and Economy:

“Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors, and residents. (Q1)”

“Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1)”

“Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4)”

In addition, this project is consistent with the goals and objectives of the Miccosukee Canopy Road Greenway Land Management Plan, adopted by the Board and excepted by the Acquisition and Restoration Council on April 19, 2013.

Analysis:

The Invitation to Bid (ITB) for the Miccosukee Greenway Trail Phase II was advertised locally on August 23, 2013. A copy of the ITB is available at the Department of Public Works and/or the Division of Purchasing. A total of 408 vendors were notified through the automated procurement system. Thirty-two vendors requested bid packages, and the County received six bids on September 19, 2013. The six bidders were Advon Corporation, Dixie Paving, Florida Developers, Inc., Peavy and Son, North Florida Asphalt, Inc., and Sandco, Inc.

The lowest responsive bidder is Advon Corporation for a total bid price of \$309,940 (Attachment #2). Table 1 summarizes the bids that were received.

Table #1

Company	Total
Advon Corporation	\$309,940
Dixie Paving	\$323,922
Florida Developers, Inc.	\$329,750
Peavy and Son	\$382,750
North Florida Asphalt, Inc.	\$442,060
Sandco, Inc.	\$990,000

The MWSBE Division reviewed the MWSBE participation plans for the six bids to determine if the Aspirational Targets of 17% MBE and 9% WBE for this project were met (Attachment #3). All but Advon Corporation met the Aspirational Targets; however, the Good Faith Effort form was completed as required by Policy 96-1.

Options:

1. Approve the Agreement awarding bid to Advon in the amount of \$309,940 for the construction of Phase II of the Miccosukee Greenway Trail (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid for the construction of Phase II of the Miccosukee Greenway Trail to Advon in the amount of \$309,940.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement with Advon
2. Bid Tabulation Sheet
3. MWSBE Analysis

VSL/TP/LD/ld

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ADVON CORPORATION, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County the following services related to Miccosukee Greenway Trail, Phase II in accordance with: 1) Miccosukee greenway Trail, Phase II, Bid# BC-09-19-13-67 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within ninety (90) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County for a total sum of \$309,940.00 on completion of the work and acceptance as satisfactory.

5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Leigh Davis
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1475
E-mail: E-mail: davisle@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically identified by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and

time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 20__.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see **Exhibit B**, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (**Exhibit B**), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee,

Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the

County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A - Solicitation
Exhibit B – Vendors Response
Exhibit C – Bid tab Sheet

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation
acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

BY: _____

Vincent S. Long
County Administrator

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. BC-09-19-13-67
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

PURPOSE:

Leon County Florida is seeking the services of a qualified Contractor to make improvements to a portion of the existing multi-use trail within the Miccosukee Greenway. The portion of trail to be improved is located on the greenway parcel roughly between the intersections of Thornton and Argyle Roads. The existing trail meanders through open green spaces, wooded areas and portions appear to be an old two rut road utilized by the previous land owners.

All work shall be performed as outlined in plans designed by, AMEC E&I, Inc., and approved by Leon County Public Works' Division of Parks and Recreation. Plans are available on line at:
<http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>.

The trail experiences a high level of use during periods of favorable weather conditions. Due to this use and the natural topography, the trail sections within the canopy have started to erode and expose the root systems of adjacent trees.

The approximate length of the trail to be improved is 3.4 miles. The County is proposing to construct an 8 to 12 foot wide trail with a uniform pervious surface that will be topped with a crushed shell product available from a local coastal mine. The project area is approximately 237,000 square feet.

The 8 to 12 foot width will/will not require the removal of any trees. If the contractor encounters an area with less than 12 feet between any trees the trail will be narrowed accordingly. The base will be constructed out of standard limerock base material (crushed road base fines). For the areas of exposed tree roots, the contractor will be required to hand remove any leaf litter and debris from the existing surface and place up to 5 inches of A-3 fill sand material and geotextile prior to placing the base material.

Stockpile and equipment storage areas will be designated by the County for use by the contractor. The contractor will be required to provide and maintain adequate sediment and erosion controls around all stockpile areas. All disturbed areas outside of the trail will be graded smooth and stabilized by the contractor. Daily oversight and construction management services will be provided by AMEC E&I, Inc.

SITE VISIT

It is recommended that potential vendors make a site visit prior to submitting a bid to ensure they understand restrictions, access points, vehicle restrictions, and current trail condition.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/purchasing/Addenda>

Public Meetings: <http://www.leoncountyfl.gov/purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
August 25, 2013	Release of the ITB
September 11, 2013 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: September 11, 2013 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: September 19, 2013 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/Purchasing/Addenda>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>.

A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/Purchasing/IntendedDecisions> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at

(850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

Respondent **must complete** and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by MAWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MAWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available MAWBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:	Minority Business Enterprise - 17%
	Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the

purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.

b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):

- 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
- 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
- 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
 - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other business.
4. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to

verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance

maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2013.

By: _____
(Name of Principal)
(As Attorney-In-Fact)
(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within ninety (90) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

CONSTRUCTION SITE SIGNAGE

Contractor shall provide appropriate construction site signage to be placed at a site approved in advance by the County Project manager. Sign is to be diagrammed by the contractor with approval of a proof to be made by the Director of Facilities Management prior to being ordered or erected. Signage shall meet the following specifications:

The sign will be made from a 4 ft. x 8 ft. sheet of 3/4 inch exterior grade BC plywood. The plywood shall be painted with White Enamel Gloss. The temporary sign shall be mounted on 4x4 pressure treated posts with a minimum of 2 feet of burial, and 6 feet of exposed height for maximum visibility.

Lettering shall be a non-serif block print in black type. Any logos used must have prior written consent for use of the respective entities. The sign content shall consist of the following:

- 1) Leon County project name
- 2) Leon County Seal
- 3) Names and District of each of the Leon County Board Of County Commissioner with the Chairman and

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

- Vice Chairman appropriately identified
- 4) Name of County Administrator and County Attorney
 - 5) Name of Director of Facilities Management & Construction
 - 6) Name of General Contractor with major subcontractors
 - 7) Name of Architect with consultants
 - 8) Name and logo of major material manufacturers (where appropriate and approved by County)

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Nicholas Maddox
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID: _____

Bid Title: Micosukee Greenway Trail, Phase II
Bid No: BC-09-13-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

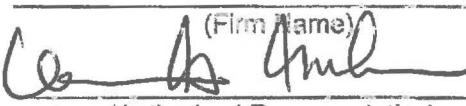
REVISED BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County

Shelly W. Kelley
Purchasing Director

Nicholas Maddox
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY Advon Corporation
(Firm Name)

(Authorized Representative)
William Graham, President
(Printed or Typed Name)
ADDRESS 1300 Timberlane Road
Tallahassee, FL 32312
TELEPHONE (850) 727-7626
FAX (850) 807-2529

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 9/10/13 Initials WGG
Addendum #2 dated 9/13/13 Initials WGG
Addendum #3 dated 9/16/13 Initials WGG

COST INFORMATION

BASE BID(Lump Sum amount for total project):	\$ 309,940
COST OF CRUSHED SHELL:	- \$ 24,000
SUBTOTAL FOR MWBE CALCULATIONS:	= \$ 285,940

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Advon Corporation

Signature:  Title: President
William Graham

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 18th day of Sept, 2013

Personally known _____


NOTARY PUBLIC

OR Produced identification ✓

Notary Public - State of FL

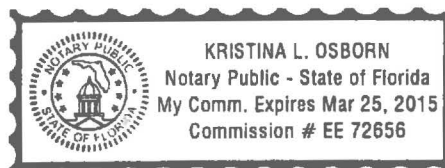
FDL
(Type of identification)

My commission expires: 03-25-2015

Kristina L. Osborn
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Advon Corporation

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County"

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - ☒ a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - ☒ b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

aspirational Target.

- ☒ c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- ☒ d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- ☒ e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- ☒ f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- ☒ g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- ☒ h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

See attached spreadsheet documenting additional efforts to meet the aspirational targets.

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

ADVON CORPORATION-Bid Title: Miccosukee Greenway Trail, Phase II Bid No: BC-09-19-13-67

Table of Contents - SECTION 2 - GOOD FAITH EFFORT

A. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared B or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied

1. Please see attached The Blue Book advertisement of the invitation to bid that was posted 10 September 2013.

2. Please see attached Advon Invitation to bid that was emailed to MWBE's on 10 September 2013.

B. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

1. Please see attached spreadsheet that includes the day the MWBE's were emailed the invitation to bid and the day a follow-up call was made.

C. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.

1. Please see attached spreadsheet that includes the days and methods the Leon County MWBE office was contacted.

D. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.

1. Please see attached spreadsheet that includes the day the MWBE's were emailed the invitation to bid and the day a follow-up call was made.

E. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

1. Please see attached spreadsheet that includes the day the MWBE's were called.

F. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.

1. Please see attached Invitations to bid that provided a link with a username and password where the MWBE's could access project information which included specifications, drawings and other Bid/RFP related items.

G. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.

1. Please see attached spreadsheet that includes the days and methods the Leon County MWBE office was contacted.

H. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below:

1. See attached spreadsheet documenting additional efforts to meet the aspirational targets.



INVITATION TO BID

Advon Corporation cordially invites your company to Bid the following Project with us:

Project: Miccosukee Greenway Trail, Phase 2

Location: Tallahassee, FL

The scope of work for this project consists of the following Divisions of Work:

Erosion Control Site Work Maintenance of Traffic Permanent Road Signage

Plans and Specifications are available via Advon Corporation's FTP site and can be accessed by following the directions below:

- 1) Click on the link below or insert the address into address line of your web browser: <ftp://mail.advonconstruction.com>
- 2) Enter the following username and passwords (they are case sensitive)

Username: advonFTP

Password: @dvonFTP

- 3) Click on the Lauder Pond Improvements folder.

Please submit your bid proposal by no later than **September 19, 2013 @ 11am**. Bid proposals can be transmitted via email to estimating@advonconstruction.com or via fax to (850) 807-2529.

If you have any questions please send an email to estimating@advonconstruction.com or contact Scott Brooks at (850) 727-7626 or (850)528-2350.

Invitation to Bid

Title: Miccosukee Greenway Trail, Phase 2

From: Bill Graham, Advon Corp.

(850) 727-7626, bgraham@advonconstruction.com

Bids Due: 09/19/2013 at 11:00 AM Eastern

Advon Corp.

Project Details

Project Title: Miccosukee Greenway Trail, Phase 2

Type & Structure: Alterations / Renovations, Park / Playground

Status: Construction-Subcontractor Bidding

Location: 5600 Miccosukee Road

Tallahassee, FL 32308

Pre-Bid Meeting: 09/11/2013 at 10:00 AM Eastern

Bids Due: 09/19/2013 at 11:00 AM Eastern

Contract #: ITB-067-0-2013/DT

Details: Square Footage: 237,000 sq. ft.

Scope of Work: The approximate length of the trail to be improved is 3.4 miles. The County is proposing to construct an 8 to 12 foot wide trail with a uniform pervious surface that will be topped with a crushed shell product available from a local coastal mine. The project area is approximately 237,000 square feet.

The 8 to 12 foot width will/will not require the removal of any trees. If the contractor encounters an area with less than 12 feet between any trees the trail will be narrowed accordingly. The base will be constructed out of standard limerock base material (crushed road base fines). For the areas of exposed tree roots, the contractor will be required to hand remove any leaf litter and debris from the existing surface and place up to 5 inches of A-3 fill sand material and geotextile prior to placing the base material.

Stockpile and equipment storage areas will be designated by the County for use by the contractor. The contractor will be required to provide and maintain adequate sediment and erosion controls around all stockpile areas. All disturbed areas outside of the trail will be graded smooth and stabilized by the contractor. Daily oversight and construction management services will be provided by AMEC E&I, Inc.

MWBE CONTRACTORS ARE ENCOURAGED TO PARTICIPATE IN THIS SOLICITATION.

Plans and Specifications are available via Advon Corporation's FTP site and can be accessed by following the directions below:

1) Click on the link below or insert the address into address line of your web browser:

<ftp://mail.advonconstruction.com>

2) Enter the following username and passwords (they are case sensitive)

Username: advonFTP

Password: @dvonFTP

3) Click on the Lauder Pond Improvements folder.

Please submit your bid proposal by no later than September 19, 2013 @ 11am. Bid proposals can be transmitted via email to estimating@advonconstruction.com or via fax to (850) 807-2529.

If you have any questions please send an email to estimating@advonconstruction.com or contact Scott Brooks at (850) 727-7626 or (850)528-2350.

101400- Signage

311000- Site Clearing

101470- Signs (DBE,WBE)

312500- Erosion and Sedimentation Controls

Delivered by **THE BLUE BOOK NETWORK** Building & Construction

Exec Admin

From: Shanea Wilks [WilksSh@leoncountyfl.gov]
Sent: Wednesday, September 11, 2013 4:11 PM
To: Exec Admin
Subject: Re: Request for a List of Minority and Women Owned Businesses
Attachments: Miccosukee Greenway Phase 2 - MWBE Vendor Search.pdf

Good Afternoon Ms. Erwin:

Attached you will find a listing of certified MWSBE vendor information based upon staff review of the Miccosukee Greenway Trail - Phase 2 Project; and the self-identified business services provided by the vendor within their certification application. If you wish to conduct additional vendor searches, please visit the certified [MWSBE Directory](#).

Please be advised that you may not always find vendors based upon the scope(s) within a project; due to a vendor's self-identification of its business services.

If you require additional information or assistance, please do not hesitate to contact me.

Thanks!
Shanea

Shanea Wilks, Director
Minority, Women, and Small Business Enterprise Division
Office of Economic Development and Business Partnerships
1800-3 Blair Stone Road
Tallahassee, Florida 32308
PHONE: 850/606-1650
FAX: 850/606-1651
www.leoncountyfl.gov/mbe

"People Focused, Performance Driven"

Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding County business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

>>> On 9/10/2013 at 3:21 PM, Exec Admin <execadmin@advonconstruction.com> wrote:

Good Afternoon Mrs. Wilks,

In order to maximize participation from Minority and Woman Businesses in the Tallahassee area, I would like to request a list of those entities currently certified with Leon County. I am attaching a document that highlights specific divisions of work for which we are soliciting subcontractor and supplier proposals for the upcoming Bid titled "Miccosukee Greenway Trail, Phase 11, Leon County Bid No. BC-09-19-13-67."

if you have any questions please feel free to contact me at (850) 727-7626 or by email at execadmin@advonconstruction.com. Thanks in advance for your help.

Sincerely,

Shari Erwin

ADVON CORPORATION

Bid Title: Miccosukee Greenway Trail, Phase II

Bid No: BC-09-19-13-67

Opening Date: Thursday, September 19, 2013 at 2:00 PM

Attachment #1
Page 37 of 60

Company	Initial Contact Date	Follow-up	Sending Quote Yes/No
Shanea Wilks, Director, Minority, Women & Small Business Enterprise Minority, Women & Small Business Enterprise DIVISION 1800-3 Blair Stone Road Tallahassee, FL 32308 Office 850.606.1650 FAX: 850-606-1651 WILKSSH@LEONCOUNTYFL.GOV	Emailed Mrs. Wilk's on 9/10/13 at 3:22pm requesting the list of MWBE for Tallahassee and explained that this list was needed for The Miccosukee Greenway Trail Phase 2 and I also attached the invitation to bid that included the specific categories of subcontractors/suppliers we were looking for.	Called and left a message with Mrs. Wilk's on 9/11/13 @ 4:16pm in regards to the email I sent requesting a current list of MWBE's and asked that she return my call or email me back.	
ABC Development & Utilities, LLC Mr. Marco A. Espinoza 1974 Bushy Hall Road Tallahassee, FL 32309 850-559-5739 850-309-0520 marcoespinoza@embarqmail.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Left message on 9/11/13 @ 2:41pm for Mr. Espinoza and asked that he call me back in regards to the invitation to bid that was emailed for Miccosukee Greenway Trail.	
A-Minorty Construction, LLC Mr. James W. Green 2428 N. Monroe Street Tallahassee, FL 32303 850-519-8050 850-576-3085 aminortyconstructionllc@gmail.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 2:30pm and spoke with Mr. Green and he did receive the email and will be sending us a quote.	Yes
BAKER LANDSCAPE AND IRRIGATION, INC., DBA BAKER LANDSCAPE Rick Baker 2528 Limerick Drive Tallahassee, FL 32309 850-553-4444 850-997-1148 bakerlandinc@embarqmail.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 2:43pm and they did receive the email and once they review it they will let us know if they will plan on sending us a quote.	
Bannerman Landscape, LLC Ms. Linda Hunkiar 1760 Bannerman Road Tallahassee, FL 32312 850-668-1189 850-668-0768 info@bannermanlandscape.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called 9/11/13 @ 2:45pm and spoke with Linda and she said she received the email and plans on sending us a quote.	Yes

Company	Initial Contact Date	Follow-up	Sending Quote Yes/No
C.J.W. Transport, Inc. Mr. Charlie J. Walker 32 Walker Road Quincy, FL 32352 850-627-8983 850-627-1107 cjlwtransport@comcast.net	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called 9/11/13 @ 2:46pm and spoke with secretary and she doesn't know if Mr. Walker has checked his email so I asked if I could email the invitation to bid to her and she said that was okay.	
Evans Sure Cut Landscaping, LLC Mr. John Evans 922 SW 3rd Street Havana, FL 32333 850-508-0096 850-539-4007 2355j.e.@gmail.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called 9/11/13 @ 2:52pm and spoke with Mr. Evans and he will check his email and if he didn't receive the invitation to bid he will call me so I can resend it.	
Florida Developers Inc. Mr. Frank W. Williams 642 W. BREVARD STREET TALLAHASSEE, FL 32304 850-224-6007 850-222-8010 FRANK@FLDEVELOPERS.COM	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called 9/11/13 @ 2:53pm and left a message for Frank Williams to call me back in regards to the invitation to bid for Miccoukee Greenway Trail that was emailed.	Yes
Gaines and Sons Striping, Inc. Mr. Willie J. Gaines 8771 Jimerce Court TALLAHASSEE, FL 32309 850-893-4084 850-668-7798 gainesandsons@hotmail.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called 9/11/13 @ 2:55pm to confirm they received the email with the invitation to bid and they did.	
Golden Green Builders, LLC Mr. Raleigh Choice 8715 Parker Lane Tallahassee, FL 32317 850-508-3809 850-521-1361 raleigh0708@gmail.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/12/13 at 10:14 am.	Called 9/18/13 @ 10:18am and left a message in regards to the invitation to bid that was emailed and asked that they return my call.	
H & S Services of N. FL, Inc. Mr. Reginald G. Hall 790 Sandy Drive Tallahassee, FL 32312 850-544-0034 850-383-9881 miracleys@aol.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called 9/11/13 @ 2:58pm and spoke with Mr. Hall and he hasn't checked his email yet so I gave him my contact information and told him to call me if he doesn't receive it.	
Hale Contracting, Inc. Ms. Christi Hale 1736 Commerce Blvd. Midway, FL 32343 850-575-2506 850-575-0836 c.hale@halecontracting.net	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 3:02pm and left a message for Christie Hale to call me back in regards to the invitation to bid for Miccosukee Greenway Trail that was emailed.	

Company	Initial Contact Date	Follow-up	Sending Quote Yes/No
Ingram Signalization, Inc. Praci Ingram Gay 3686 Woodville Highway Tallahassee, FL 32305 850-433-8266 850-434-2816 ajf@ingramcorp.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called and spoke with Audry on 9/11/13 @ 3:00pm and she did receive the email and forwarded it on to Tony and Donnie to see if they are interested.	
JD James, Inc., DRA Nature Bridges Ms. April James 1586 Seven Bridges Road Monticello, FL 32344 850-997-8585 850-385-3493 april@NatureBridges.com naturebridges.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/12/13 at 10:14 am.	Called 9/18/13 @ 10:19am and spoke with Cindy in regards to the invitation to bid that was emailed and she asked me to leave a voice mail for Santiago and he would call me back.	
MLP Tractor Work, LLC Mr. Mike Pickett 6821 Chisholm Ct. West Tallahassee, FL 32311 850-510-5949 mpickfam@hotmaill.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 3:02pm and left a message for Mike Pickett to call me back in regards to the invitation to bid for Miccosukee Greenway Trail that was emailed.	
P & T's Landscaping and Lawn Maintenance Inc. Mr. Francisco Jimenez 2502 Attapulugus Hwy Quincy, FL 32352 850-510-4576 850-894-0799 panchojimenez47@yahoo.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 3:08pm and spoke with Mr. Jimenez and he hasn't checked email so I gave him my contact information and asked him to call if he doesn't receive my email.	
Persica Landscaping, Inc. Ms. Ashie Karimipour 1703 Baum Road Tallahassee, FL 32317 850-422-0002 850-422-1499 ashie@persica.com kenny@persica.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 3:11pm and left a message for Kenneth Welsh to call me back in regards to the invitation to bid for Miccosukee Greenway Trail that was emailed. Mr. Welsh called back on 9/11/13 @ 3:37pm he received the email from his boss but that he wanted to add his email to the contact information and asked if I could forward him the email as well.	
RJW Construction, Inc. Mr. Robin L. Williams, Sr. 9823 Fair Oaks Lane Tallahassee, FL 32305 850-421-2732 850-421-2732 RLwillis_16@yahoo.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 3:23pm and left a message for Robin Williams to call me back in regards to the invitation to bid for Miccosukee Greenway Trail that was emailed.	

Company	Initial Contact Date	Follow-up	Sending Quote Yes/No
Shaffield Building Specialties, Inc. Ms. Cynthia Shaffield Knox 3710 NW Passage Tallahassee, FL 32303 850-553-4840 850-668-2056 cyndi@shaffieldbuilding.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 3:14pm and left a message for Mary to call me back in regards to the invitation to bid for Miccosukee Greenway Trail that was emailed.	
Suzanne Diambra Landscaping, Inc. Ms. Suzanna Diambra-Smith 1614 S. Monroe Street Tallahassee, FL 32301 850-222-8866 850-222-9575 suzannediambra@aol.com	Invitation to Bid for Miccosukee Greenway Trail - Phase 2 was emailed on 9/10/13 at 2:00 pm.	Called on 9/11/13 @ 3:16pm and spoke with Suzanne and she asked that I resend the email because she didn't receive it. I told her I would resend it and if she didn't receive to call me. She also said they would be sending a quote for that project.	Yes

Bid Title: Miccosukee Greenway Trail, Phase II
 Bid No: BC-09-19-13-67
 Opening Date: Thursday, September 19, 2013 at 2:00 PM

SECTION 3 – RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization					
Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a.	SEE SECTION (2) FOR GOOD FAITH EFFORT				
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$ 285,940			Total MWBE Participation \$ 0		MBE Participation % WBE Participation % (MBE or WBE Participation \$ Total Bid \$) 0

¹ Certification Attach and submit a copy of each MBE and WBE certification with the proposal.
² Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N).
 WBEs include Non-Minority Female (F) owned firms.

Bid Title: Miccosukee Greenway Trail, Phase II
 Bid No: BC-09-19-13-67
 Opening Date: Thursday, September 19, 2013 at 2:00 PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. PYRAMID EXCAVATION	8440 FL-GA HWY HAWANA, FL 32333	850 - 531-8100	\$256,230	SITEWORK
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title: Miccosukee Greenway Trail, Phase II
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Opening Date: Thursday, September 19, 2013 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

 X This firm complies fully with the above requirements.

 This firm does not have a drug free work place program at this time.



Bidder's Signature - William Graham

President

Title

19 September 2013

Date

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Commercial General Liability: Indicate Best Rating: A+
Indicate Best Financial Classification: V

Business Auto: Indicate Best Rating: A+
Indicate Best Financial Classification: V

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Indicate Best Rating: A
Indicate Best Financial Classification: X

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☒ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name William Graham
Typed or Printed

Signature 

Date 19 September 2013

Title President
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: Advon Corporation	
Street Address: 1300 Timberlane Road	
City, State, Zip: Tallahassee, FL, 32312	
Taxpayer ID Number: 27-1623997	
Telephone: (850) 727-7626	Fax: (850) 807-2529
Trade Style Name: General Contractor	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 7 December 2009

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
William Graham	President	(850) 727-7626	wgraham@advonconstruction.com
Scott Brooks	Vice President	(850) 727-7626	sbrooks@advonconstruction.com

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: William Graham, Advon Corporation	
License Type: General Contractor	
License Number: CGC026737	Expiration Date: 31 August 2014
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	McGriff, Seibels & Williams, Inc.
Contact's Name	Mark Edwards
Telephone	(205) 252-9871
Fax	(205) 581-9463
Address	2211 7th Avenue South Birmingham, AL 35233

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
--	--	---

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

\$1,241,907	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	(If yes, please provide detailed information on reverse)	(If yes, please provide detailed information on reverse)

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 19 DAY OF September, 2013.

By:  Title: President

Printed Name and Title: William Graham, President

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,
Advon Corporation
(Name of Corporation, Partnership, Individual, etc.)
a General Contractor, formed under the laws of Florida
(Type of Business) (State or Province)
of which he/she is William Graham, President
(Sole Owner, partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.



AFFIANT'S NAME
William Graham

President

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 18 Day of Sept, 2013

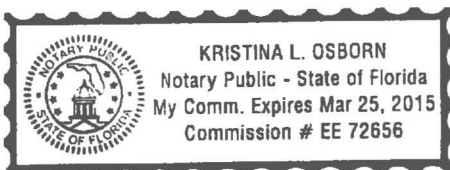
Personally Known _____ Or Produced Identification

Type of Identification FDL


NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

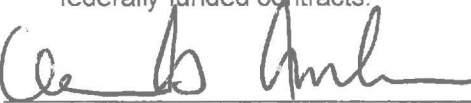
My Commission Expires: 03-25-2015



Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature William Graham

President

Title

Advon Corporation

Contractor/Firm

1300 Timberlane Road, Tallahassee, FL, 32312

Address

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:


- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- ☒ Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
 - ☐ Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY Advon Corporation
(Firm Name)

(Authorized Representative)
William Graham, President
(Printed or Typed Name)
DATE 19 September 2013

Bid Title: Miccosukee Greenway Trail, Phase II
Bid No: BC-09-19-13-67
Opening Date: Thursday, September 19, 2013 at 2:00 PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Advon Coporation	
Current Local Address: 1300 Timberlane Road Tallahassee, FL, 32312	Phone: (350) 727-7626 Fax: (350) 807-2529
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: Same as Above	Phone: Fax:

[Signature]
Signature of Authorized Representative

18 SEP 2013
Date

STATE OF Florida
COUNTY OF Leon

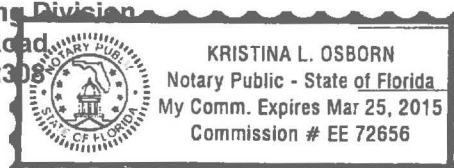
The foregoing instrument was acknowledged before me 18 day of September, 2013
this
By William Graham of Advon Corporation
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

A Florida Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has produced FL Drivers License as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308



[Signature]
Signature of Notary
Kristina L. Osborn
Print, Type or Stamp Name of Notary
Notary Public
Title or Rank
EE 72656
Serial Number, If Any

SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. BC-09-19-13-07 for Micccsukee Greenway Trail, Phase II.
2. This sworn statement is submitted by Advon Corporation
(name of entity submitting sworn statement)
whose business address is 1300 Timberlane Rd., Tallahassee, FL 32312
and (if applicable) its Federal Employer Identification Number (FEIN) is 27-1623997
(if the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: _____.)
3. My name is William Graham and my relationship to the entity named
above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management o an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]

(Signature)

Date: 18 SEP 2013

STATE OF Florida

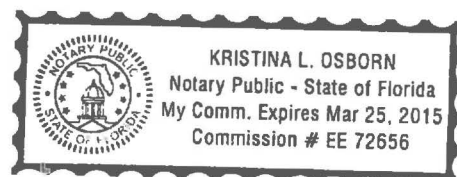
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Kristina L. Osborn

William Graham who, after first being sworn by me, affixed his/her signature in the space provided above on this 18th day of Sept 2013

[Signature]
NOTARY PUBLIC

My commission expires: 03-25-2015






State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

Advon Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

 03/15/2012 to 03/15/2014

John P Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity

AC# 6279912

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 112081703080

DATE	BATCH NUMBER	LICENSE NR
08/17/2012	120069769	CSC026737

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

GRAHAM, WILLIAM G
ADVON CORPORATION
4531 ARGYLE LN
TALLAHASSEE

FL 32309

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY



ADVON CORPORATION
WILLIAM GRAHAM
4531 ARGYLE LN
TALLAHASSEE FL 32309

Account Number: 75521

The Business Tax Certificate for tax year 2013 is attached below.

This certificate expires September 30th, 2013.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2012-13	CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE	2012-13
LOCAL BUSINESS TAX RECEIPT		
TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2013		
DBA: ADVON CORPORATION	Account Number: 75521	
Location: 1300 TIMBERLANE RD		
Address: TALLAHASSEE FL 32312		
Type Code: 150	Sub Code: a	Type Description: Contractor - Class A General
ADVON CORPORATION WILLIAM GRAHAM		
<small>The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)</small>		

State of Florida Department of State

I certify from the records of this office that ADVON CORPORATION is a corporation organized under the laws of the State of Florida, filed on December 8, 2009, effective December 7, 2009.

The document number of this corporation is PD9000099097.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 3, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Third day of January, 2013*



Ken Detjen
Secretary of State

Authentication ID: CC291382769

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://lic.sos.state.fl.us/verify.html>

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-10-19-13-67

Bid Title: Miccosukee Greenway Trail Phase II

Opening Date: Thursday, September 19, 2013 at 2:00 PM

Item/Vendor	FL Developers, Inc	Dixie Paving	Adron	Peary & Son's
Manual Signature	✓	✓	✓	✓
Addendum #1-3	✓	✓	✓	✓
M/WBE Statement	✓	✓	✓	✓
EEO Statement				
Tie Bid Statement	✓	✓	✓	✓
Contractor's Business Info	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Bid Bond	✓	✓	✓	✓
Bid Price	329,750.00	323,922.00	309,940.00	382,750.00
No Bid Statement				

Tabulated By:

Attachment #1
Page 59 of 60

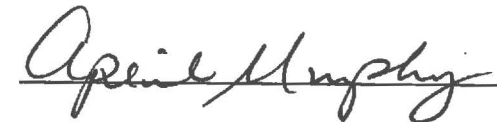
**LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-10-19-13-67**

Bid Title: Miccosukee Greenway Trail Phase II

Opening Date: Thursday, September 19, 2013 at 2:00 PM

Item/Vendor	N. FL Asphalt	Sandco, Inc.		
Manual Signature	✓	✓		
Addendum #1-3	✓	✓		
M/WBE Statement	✓	✓		
EEO Statement				
Tie Bid Statement	✓	✓		
Contractor's Business Info	✓	✓		
Non-Collusion Affidavit	✓	✓		
Insurance Certification	✓	✓		
Cert. of Debarment	✓	✓		
Bid Bond	✓	✓		
Bid Price	442,060.00	990,000.00		
No Bid Statement				

Tabulated By:

Attachment #1
Page 60 of 60

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-10-19-13-67

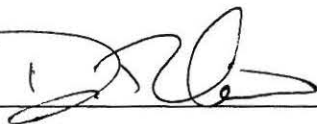
Attachment #2
 Page 1 of 2

Bid Title: Miccosukee Greenway Trail Phase II

Opening Date: Thursday, September 19, 2013 at 2:00 PM

Item/Vendor	FL Developers, Inc	Dixie Paving	Adron	Peary & Son's
Manual Signature	✓	✓	✓	✓
Addendum #1-3	✓	✓	✓	✓
M/WBE Statement	✓	✓	✓	✓
EEO Statement				
Tie Bid Statement	✓	✓	✓	✓
Contractor's Business Info	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Cert. of Debarment	✓	✓	✓	✓
Bid Bond	✓	✓	✓	✓
Bid Price	329,750.00	323,922.00	309,940.00	382,750.00
No Bid Statement				

Tabulated By:




LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-10-19-13-67

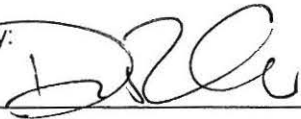
Attachment #2
 Page 2 of 2

Bid Title: Miccosukee Greenway Trail Phase II

Opening Date: Thursday, September 19, 2013 at 2:00 PM

Item/Vendor	N. FL Asphalt	Sandco, Inc.		
Manual Signature	✓	✓		
Addendum #1-3	✓	✓		
M/WBE Statement	✓	✓		
EEO Statement				
Tie Bid Statement	✓	✓		
Contractor's Business Info	✓	✓		
Non-Collusion Affidavit	✓	✓		
Insurance Certification	✓	✓		
Cert. of Debarment	✓	✓		
Bid Bond	✓	✓		
Bid Price	442,060.00	990,000.00		
No Bid Statement				

Tabulated By:




BOARD OF COUNTY COMMISSIONERS

Inter-Office Memorandum

Date: September 23, 2013

To: Leigh Davis, Director
Parks and Recreation Services
Department of Public Works

From: Shanea Y. Wilks, Director
Minority, Women, and Small Business Enterprise (MWSBE) Division
Economic Development and Business Partnerships

Subject: MWBE Analysis for Miccosukee Greenway Trail, Phase II (BC-09-19-13-67)

The Minority, Women, and Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans for six (6) firms to determine if the 17% MBE and 9% WBE Aspirational Targets were achieved for the Miccosukee Greenway Trail, Phase II Project. **Dixie Paving & Grading, Inc., Florida Developers, Inc., Peavy & Son Construction, Inc., North Florida Asphalt, Inc., and Sandco, Inc.** met the Aspirational Targets for this project; therefore, the Good Faith Effort Form is not required. **Advon Corporation** did not meet the Aspirational Targets set for this project; however, the Good Faith Effort form was completed according Policy 96-1. *If Advon Corporation is selected, staff is recommending that Advon Corporation continue its Good Faith Efforts to increase their MWBE participation.* The MWBE participation for each respondent is as follows:

Advon Corporation did not meet the MWBE aspirational targets in their bid submission. The MWBE firms listed below are the firms **Advon Corporation** intends to utilize on this project.

Total Bid Amount	\$309,940.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
None identified	Non-Minority Female	N/A	N/A	\$0	0%
None identified	African American Male	N/A	N/A	\$0	0%
Total M/WBE Dollars				\$0	
Total M/WBE Utilization Percentage				0%	

Dixie Paving and Grading, Inc. met the M/WBE aspirational targets in their bid submission. The MWBE firms listed below are the firms **Dixie Paving and Grading, Inc.** intends to utilize on this project.

Total Bid Amount	\$323,922.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
Florida Developers, Inc.	African American Male	City of Tallahassee	Lime Rock Base Install	\$45,675.00	17.00%
Ingram's Signalization	Non-Minority Female	City of Tallahassee	Signage	\$28,000.00	10.42%
Total M/WBE Dollars				\$73,675.00	
Total M/WBE Utilization Percentage				27.42%	

Florida Developers, Inc. met the Aspirational Targets in their bid submission. The MWBE firms listed below are the firms **Florida Developers, Inc.** intends to utilize on this project.

Total Bid Amount	\$329,750.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
Jeff's Concrete Enterprises	African American Male	Leon County	General Construction	\$53,000.00	17.33%
Bannerman Landscape	Non-Minority Female	City of Tallahassee	General Construction	\$15,000.00	4.91%
Suzanne Diambra Landscaping	Non-Minority Female	City of Tallahassee	General Construction	\$15,000.00	4.91%
Total M/WBE Dollars				\$83,000.00	
Total M/WBE Utilization Percentage				27.15%	

Peavy and Son Construction Company, Inc. met the Aspirational Targets in their bid submission. The MWBE firms listed below are the firms **Peavy and Son Construction Company, Inc.** intends to utilize on this project.

Total Bid Amount	\$382,750.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
Bannerman Landscape	Non-Minority Female	City of Tallahassee	Various Items	\$30,500.00	9.03%
Florida Developers, Inc.	African American Male	City of Tallahassee	Hauling	\$19,200.00	5.68%
A-Minorty Construction	African American Male	Leon County	Hauling	\$19,200.00	5.68%
Dupont Trucking	African American Male	Leon County	Hauling	\$19,200.00	5.68%
Total M/WBE Dollars				\$88,100.00	
Total M/WBE Utilization Percentage					26.07%

North Florida Asphalt, Inc. met the Aspirational Targets in their bid submission. The MWBE firms listed below are the firms **North Florida Asphalt, Inc.** intends to utilize on this project.

Total Bid Amount	\$442,060.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
Suzanne Diambra Landscaping	Non-Minority Female	City of Tallahassee	Erosion Control	\$37,500.00	9.06%
Florida Developers	African American Male	City of Tallahassee	Hauling/General Construction	\$70,500.00	17.03%
Total M/WBE Dollars				\$108,000.00	
Total M/WBE Utilization Percentage					26.09%

Sandco, Inc. met the Aspirational Targets in their bid submission. The MWBE firms listed below are the firms **Sandco, Inc.** intends to utilize on this project.

Total Bid Amount	\$442,060.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
Hale Contracting	Non-Minority Female	City of Tallahassee	Hauling/Earthwork	\$82,386.00	9.10%
Florida Developers, Inc.	African American Male	City of Tallahassee	Lime Rock Base	\$153,920.00	17.00%
Total M/WBE Dollars				\$108,000.00	
Total M/WBE Utilization Percentage					26.10%

**Leon County
Board of County Commissioners**


Notes for Agenda Item #19

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid for the Construction of the Lauder Pond Improvements to Allen's Excavation, Inc. in the Amount of \$609,270

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director of Public Works and Community Development Kathy Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Shelly Kelley, Director of Purchasing Shanea Wilks, Director of Minority, Women and Small Business Enterprise Felton Ard, P.E., Senior Design Engineer

Fiscal Impact:

This item has been budgeted and adequate funding is available in the FY 2013/2014 Capital Improvement budget.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Allen's Excavation Inc. in the amount of \$609,270 for the construction of the Lauder Pond Improvements, and authorize the County Administrator to execute (Attachment #1).

Report and Discussion

Background:

Lauder Pond is a County- maintained joint stormwater treatment facility located on the west side of Thomasville Road behind the Bradfordville First Baptist Church (Attachment #2). The facility treats stormwater from a portion of Thomasville Road and the Bradfordville Corners Commercial Subdivision. Staff has determined that a portion of the earthen berm is seeping water onto an adjacent private parcel and the upstream end of the outfall structure has failing joints that allow water leakage out of the system. Both items are addressed in this project.

Analysis:

The Invitation to Bid for the Lauder Pond Improvements was advertised locally on July 29, 2013. A total of 686 vendors were notified through the automated procurement system. Twenty-seven vendors requested bid packages, and the County received four bids on August 29, 2013. The four bidders were: Advon Corporation; Olympus Painting Contractors, Inc.; Dixie Paving and Grading, Inc.; and Allen's Excavation, Inc. (Attachment #3).

The lowest responsive bidder was Olympus Painting Contractors, Inc. for a total bid price of \$609,270. The second lowest bid was Allen's Excavation, Inc. at \$649,939. The difference between the two bids is \$40,669. The Allen's Excavation bid is approximately 106.7% of the lowest responsive bid price.

Allen's Excavation is a local vendor. Olympus Painting Contractors is a company based out of Tarpon Springs, Florida and is not considered to be a local vendor. In accordance with the Leon County Local Preference Policy, under a competitive bid solicitation in excess of \$250,000, when the lowest responsive and responsible bid is submitted by an individual or firm that is **not** a Local Business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount. This only applies if the Local Business's bid was not greater than 110% of the lowest responsive and responsible bid amount. Allen's Excavation was made aware of this and opted in writing to perform the work at the price submitted by Olympus Painting Contractors (Attachment #4).

The Minority and Women Business Enterprise (MWBE) participation was reviewed by staff and the recommended bidder is committed to meet the MWBE aspirational target for this project (Attachment #5).

Major work items to be performed on the pond include, but are not limited to:

- Install 8,600 square feet of water tight steel sheet-pile
- In-place abandonment of the existing concrete outfall structure and associated concrete pipe
- Construct new steel reinforced concrete outfall structure and 64 feet of 48-inch diameter concrete pipe

It is anticipated that the work will begin in November and all construction activities should be completed by the end of March 2014.

Options:

1. Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of \$609,270 for the construction of the Lauder Pond Improvements, and authorize the County Administrator to execute (Attachment #1).
2. Do not approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of \$609,270 for the construction of the Lauder Pond Improvements.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement
2. Location Map
3. Bid Tabulation Sheet
4. Allen's Excavation Letter
5. M/WSBE Statement

VSL/P/KB/FA/bp

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ALLEN'S EXCAVATION, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County the following services related to Lauder Pond Drainage Improvements in accordance with: 1) Lauder Pond Improvements, Bid# BC-08-29-13-62 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A and 3) Letter of acceptance under Local Preference Policy, Exhibit C.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred fifty (150) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2013 Edition. For example, if the contract amount is over \$500,000.00 but less than \$2,500,000.00 the liquidation damages will be \$1148.00 per day.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Felton Ard
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1515
E-mail: ardf@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.

BC-08-29-13-62

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

A.VII.

- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically noted by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____
a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____,
for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns,
jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes,

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 20__.

(Name of Principal)

By:
(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum,

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1)

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A – Bid Document
Exhibit B – Bidders Response
Exhibit C – Bidders Acceptance Under Local Preference

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AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation
acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

AGREEMENT BETWEEN LEON COUNTY AND ALLEN'S EXCAVATION, INC.
BC-08-29-13-62

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Tuesday, August 20, 2013 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. BC-08-20-13-62
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

PURPOSE:

Leon County is seeking the services of qualified contractor to install approximately 8600 SF of permanent steel sheet pile, 64 linear feet of 48 reinforced concrete pipe and construction of a new steel reinforced concrete outfall structure. An existing out fall structure will be placed out of service and abandoned in-place. The proposed project is located in Section 22 of Township 2 North and Range 1 East in Leon County, Florida.

Plans are located on the Leon County web site at: <http://www.leoncountyfl.gov/Purchasing/PlansSpecifications>

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/purchasing/Addenda>

Public Meetings: <http://www.leoncountyfl.gov/purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
July 29, 2013	Release of the ITB
August 14, 2013 @ 10:00 AM	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: August 20, 2013 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: August 29, 2013 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/Purchasing/Addenda>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

CONTRACTOR'S QUALIFICATIONS

All Roadway Construction Contractors and Stormwater Conveyance Contractors used on the project shall possess a current and valid FDOT Certificate of Qualifications. Notarized copies of both the contractor's, and any proposed subcontractors' Certificate of Qualifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate FDOT certification in the fashion described will result in the rejection of bid.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>.

A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/Purchasing/IntendedDecisions> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

Respondent must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by MAWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MAWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

- c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:	Minority Business Enterprise - 5%
	Woman Business Enterprise - 5%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):
 - 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
 - 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
 - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.

Bid Title: Lauder Pond Improvements

Bid No: BC-08-29-13-62

Opening Date: Thursday, August 29, 2013 at 2:00 PM

- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

Bid Title: Lauder Pond Improvements

Bid No: BC-08-29-13-62

Opening Date: Thursday, August 29, 2013 at 2:00 PM

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. Local business definition. For purposes of this section, "local business" shall mean a business which:
- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

- 1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and

Bid Title: Lauder Pond Improvements

Bid No: BC-08-29-13-62

Opening Date: Thursday, August 29, 2013 at 2:00 PM

Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

- b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- 4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- 5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its

Bid Title: Lauder Pond Improvements

Bid No: BC-08-29-13-62

Opening Date: Thursday, August 29, 2013 at 2:00 PM

behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 2013.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred fifty (150) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2013 Edition. For example, if the contract amount is over \$500,000.00 but less than \$2,500,000.00 the liquidation damages will be \$1148.00 per day.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to

Bid Title: Lauder Pond Improvements

Bid No: BC-08-29-13-62

Opening Date: Thursday, August 29, 2013 at 2:00 PM

perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

- a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

CONSTRUCTION SITE SIGNAGE

Contractor shall provide appropriate construction site signage to be placed at a site approved in advance by the County Project manager. Sign is to be diagrammed by the contractor with approval of a proof to be made by the Director of Facilities Management prior to being ordered or erected. Signage shall meet the following specifications:

The sign will be made from a 4 ft. x 8 ft. sheet of 3/4 inch exterior grade BC plywood. The plywood shall be painted with White Enamel Gloss. The temporary sign shall be mounted on 4x4 pressure treated posts with a minimum of 2 feet of burial, and 6 feet of exposed height for maximum visibility.

Lettering shall be a non-serif block print in black type. Any logos used must have prior written consent for use of the respective entities. The sign content shall consist of the following:

- 1) Leon County project name
- 2) Leon County Seal
- 3) Names and District of each of the Leon County Board Of County Commissioner with the Chairman and Vice Chairman appropriately identified
- 4) Name of County Administrator and County Attorney
- 5) Name of Director of Facilities Management & Construction
- 6) Name of General Contractor with major subcontractors
- 7) Name of Architect with consultants
- 8) Name and logo of major material manufacturers (where appropriate and approved by County)

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

TECHNICAL SPECIFICATIONS:

1. SUMMARY OF WORK

The scope of work to be performed under this bid will include the installation of approximately 8600 SF of permanent steel sheet pile, 64 linear feet of 48 reinforced concrete pipe and construction of a new steel reinforced concrete outfall structure. An existing out fall structure will be placed out of service and abandoned in-place. The proposed project is located in Section 22 of Township 2 North and Range 1 East in Leon County, Florida.

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans. The construction procedure, materials, equipments, and the technical specifications listed herein, shall be in accordance with the following specifications and contract documents:

- 2.1 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2013 Edition and all supplemental documents thereto.
- 2.2 FDOT Roadway and Traffic Design Standards, 2013 Edition.
- 2.3 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern. The term "Engineer" in this document shall represent the "Leon County Engineer" or her designee.

3. MANDATORY PRE-BID CONFERENCE

Contractors are required to attend the pre-bid conference and the subsequent onsite visit to understand all construction details involved in this project and to be qualified for bidding. The date of pre-bid conference is noted in the bid document.

4. SPECIAL PROVISIONS

- 4.1 An allowance of 150 calendar days has been set for the completion of this Contract, including time required for utility coordination and relocation but excluding recognized holidays.

Contractor shall invite all involved utilities to attend the pre-construction conference to confirm the work schedules.

- 4.2 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at

<http://www.dep.state.fl.us/water/stormwater/npdes/forms/not.pdf>

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department.

Bid Title: Lauder Pond Improvements

Bid No: BC-08-29-13-62

Opening Date: Thursday, August 29, 2013 at 2:00 PM

- 4.3 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2013 Edition. For example, if the contract amount is over \$500,000.00 but less than \$2,500,000.00 the liquidation damages will be \$1148.00 per day.
- 4.4 It is the Contractor's responsibility to verify the survey control points for construction stakeouts as well as the wetland limits. The costs for construction stakeouts are considered to be incidentals and included in the total bid dollar amount.
- 4.5 It is Contractor's responsibility to verify and locate all the utilities to avoid damages.
- 4.6 It is the Contractor's responsibility to establish a staging area with Engineer's review and approval prior to commencement of construction. Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is to be in waters of the State, a FDEP permit will be required. If the staging area is outside County's right-of-way or properties, Contractor is required to obtain a temporary staging area permit from Leon County Growth and Environmental Management Department.
- 4.7 Dewatering (or Water Bypassing) during Storms:
- a. If any pump is used for dewatering, the contractor shall use biodegradable fluids to prevent potential pollution.
 - b. Best management practices shall be followed, and all dewatering measures shall be approved by the County environmental inspector.
 - c. The Contractor shall also comply with the directions given by the County environmental inspectors.
 - d. The associated costs for dewatering (or water bypassing) are considered incidentals as part of the construction.
- 4.8 Erosion controls shown on the plans are to be considered minimum and additional protection may be required by inspectors and shall be accounted for in this project.
- 4.9 Contractor shall provide two weeks advance notice to Leon County Public Works Department for any planned road closure.
- 4.10 If the construction work causes any damage to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
- 4.11 This is a Unit Price Contract and the work will be paid based on the actual quantities.
- 4.12 After final acceptance by the County, the Contractor shall provide a minimum one-year warranty on materials and craftsmanship for all the work completed under this contract.
- 5. CONSTRUCTION SEQUENCE**
- 5.1 Contractor may change the construction sequence if approved by the design engineer and the County inspectors.
- 5.2 Leon County Public Works will obtain a certified arborist to conduct tree assessment and implement the tree preservation measures.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____ Completed Bid Response Sheet with Manual Signature

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

_____ Affidavit Immigration Laws
_____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
_____ Identical Tie Bid Statement
_____ Insurance Certification Form
_____ Contractor's Business Information Form
_____ Non Collusion Affidavit
_____ Certification/Debarment Form
_____ Applicable Licenses/Registrations

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Nicholas Maddox
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

TOTAL FROM PRICE SHEET: _____

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: _____

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County"

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	5% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	5% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - ☐ a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - ☐ b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

aspirational Target.

- ☐ c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- ☐ d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- ☐ e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- ☐ f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- ☐ g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- ☐ h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

SECTION 3 – RESPONDENT’S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization					
Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$		Total MWBE Participation \$		MBE Participation % WBE Participation % (MBE or WBE Participation \$ Total Bid \$)	
¹ <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the proposal. ² <u>Ethnic Group</u> Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: _____ Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(If yes, please provided detailed information on reverse)	(If yes, please provided detailed information on reverse)

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS _____ DAY OF _____, 20____.

By:_____ Title:_____

Printed Name and Title:_____

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a _____, formed under the laws of _____

(Type of Business)

Province)

(State or

of which he/she is _____
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ Day of _____, 20____.

Personally Known _____ Or Produced Identification

Type of Identification

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: _____

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed
Date _____ Title _____
Authority) (Company Risk Manager or Manager with Risk

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Attachment #1
Page 45 of 74
Page 34 of 37

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- ☐ Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
- ☐ Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY

(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

DATE

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Signature of Authorized Representative

Date

STATE _____
OF _____
COUNTY _____
OF _____

The foregoing instrument was acknowledged before me _____ day of _____, 20____

By _____ of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has _____ as identification.
produced _____

**Return Completed form with
supporting documents to:**

Signature of Notary

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Nicholas Maddox
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY Allen's Excavation, Inc.
(Firm Name)

Allen Weldon
(Authorized Representative)

Allen Weldon
(Printed or Typed Name)

ADDRESS 6403 Woodville Hwy
Tallahassee, FL 32305

TELEPHONE 850-421-1687

FAX 850-421-2391

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 8-20-13 Initials DW

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

TOTAL FROM PRICE SHEET: 649,939.00

LAUDER POND OUTFALL STRUCTURE IMPROVEMENTS AND SHEET PILE WALL
PAY ITEMS

ITEM NUMBER	SUMMARY OF ROADWAY ITEMS ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST
010 1	MOBILIZATION	LS	1	30000	30000
0102 1	MAINTENANCE OF TRAFFIC	LS	1	2000	2000
0104 10 3	SEDIMENT BARRIER	LF	4137	2	8274
0104 12	STAKED TURBIDITY BARRIER-NYLON REINFORCED PVC	LF	302	20	6040
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1	2500	2500
0110 1 1	CLEARING AND GRUBBING	LS	1	6000	6000
0110 3	REMOVAL OF EXISTING STRUCTURE	LS	1	20000	20000
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE(CLEAN SAND)	CY	177	15	2655
0120 2 3	BORROW EXCAVATION, TRUCK MEASURE(PLASTIC SOIL)	CY	31	15	465
0337 7 30	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, RUBBER	TN	62	150	9300
0400 4 11	CONCRETE CLASS IV, RETAINING WALLS	CY	36.7	750	27525
0415 1 3	REINFORCING STEEL-RETAINING WALL	LB	4862	2	9724
0400 91	DEWATERING FOR SPREAD FOOTINGS	EA	1	5000	5000
0425 5	MANHOLE, ADJUST	EA	1	10000	10000
430175148	PIPE CULVERT, OPT MATERIAL,ROUND,48"S/CD	LF	64	220	14080
430830	PIPE FILLING AND PLUGGING-PLACE OUT OF SERVICE	CY	42	150	6300
0455 133 3	SHEET PILING STEEL, F&I PERMANENT	SF	8592	53	455376
0550 10220	FENCING, TYPE B, 5.1-6.0, STANDARD	LF	210	20	4200
0550 60224	FENCE GATE, TYPE B, DOUBLE, 18.1-20.0' OPENING	EA	2	2000	4000
0570 1 2	PERFORMANCE TURF, SOD	SY	5500	3	16500
LC001	AS-BUILT SURVEY	LS	1	10000	10000

GRAND TOTAL

649,939.00

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA")).

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Allen's Excavation, Inc.

Signature: [Signature] Title: President

STATE OF FL
COUNTY OF Leon

Sworn to and subscribed before me this 29 day of Aug., 2013

Personally known ✓

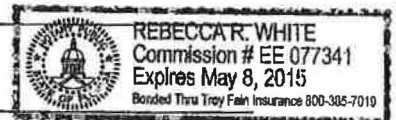
OR Produced identification _____

(Type of identification)

[Signature]
NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____



Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Allen's Excavation, Inc.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County"

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR MWBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	5% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	5% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - ☐ a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared - or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - ☐ b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

aspirational Target.

- ☐ c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- ☐ d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- ☐ e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- ☐ f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- ☐ g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- ☐ h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Exhibit B
Page 6 of 25

SECTION 3 – RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. Capital City Contracting	Route 970 Crestview, FL	850-258-4951	B	32,497.00	Concrete work
b. Delaney Farm S&S	458 Pecos Rd Havana, FL	850-534-5008	F	32,497.00	Soil, / Segment Barrier
c.					
d.					
e.					
f.					
Total Bid Amount \$ 649,939.00				Total MWBE Participation \$ 64,994.00	MBE Participation % 5.8 WBE Participation % 5.8 (MBE or WBE Participation \$ 64,994.00 Total Bid \$) 649,939.00
¹ Certification Attach and submit a copy of each MBE and WBE certification with the proposal. ² Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Exhibit B
Page 7 of 25

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. Grimes Inc	Talla, Ga	950.251-0388	\$102,000.00	Install Sheet Piling
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

Allen's Excavation, Inc.
President
Allen's Excavation, Inc.
12403 Woodville Hwy
Tall., FL 32305

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:


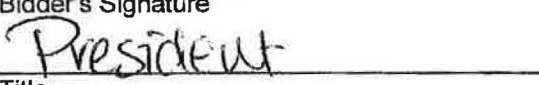
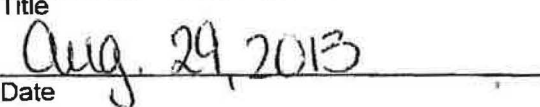
- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

☒ This firm complies fully with the above requirements.

☐ This firm does not have a drug free work place program at this time.


Bidder's Signature

Title

Date

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: <u>Allen's Excavation, Inc.</u>	
Street Address: <u>6463 Woodville Hwy</u>	
City, State, Zip: <u>Tallahassee, FL 32305</u>	
Taxpayer ID Number: <u>59-2584971</u>	
Telephone: <u>850-421-6872</u>	Fax: <u>850-421-2391</u>
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: FL Date Established: 1986

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
<u>Allen Weldon</u>	<u>President</u>	<u>421-6872</u>	<u>allensexcavation@hotmail.com</u>
<u>Heath Weldon</u>	<u>Sec. Treas.</u>	<u>421-6872</u>	

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: <u>Gregory Heath Weldon</u>

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

License Type: <u>underground utilities & excavation</u>	
License Number: <u>CWC1224114</u>	Expiration Date: <u>8/31/14</u>
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	<u>BB & T - Landrum Yeager</u>
Contact's Name	<u>Chip Campbell</u>
Telephone	<u>850-380-2143</u>
Fax	<u>816-1077-1017</u>
Address	<u>3315-B Capt'l Circle NE Tall., FL 37308</u>

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$): <u>\$11 million</u>	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 29 DAY OF August, 2013.

By: Allen Weldon Title: President

Printed Name and Title: Allen Weldon, President

Bid Title: **Lauder Pond Improvements**
Bid No: **BC-08-29-13-62**
Opening Date: **Thursday, August 29, 2013 at 2:00 PM**

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Allen's Excavation, Inc.
(Name of Corporation, Partnership, Individual, etc.)

a Corp., formed under the laws of FL
(Type of Business) (State or Province)

of which he/she is President
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Allen's Excavation, Inc.
AFFIANT'S NAME

President
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 29 Day of Aug. 2013

Personally Known ☒ Or Produced Identification

Type of Identification

[Signature]

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: _____



Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM



E-MAILED

Rehner

8/19/13

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General
Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Indicate Best Rating:

Indicate Best Financial Classification:

A - Excellent
XV (2B. Greater)

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☒ YES ☐ NO

\$1M/\$1M/\$1M

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional Insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Diana Carrion Signature Diana Carrion
Typed or Printed
Date 8-19-13 Title Acct. Manager II
Authority) (Company Risk Manager or Manager with Risk

Bid Title: **Lauder Pond Improvements**
Bid No: **BC-08-29-13-62**
Opening Date: **Thursday, August 29, 2013 at 2:00 PM**

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this Insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Commercial General
Liability:

Indicate Best Rating:
Indicate Best Financial Classification:

A
XI

Business Auto:

Indicate Best Rating:
Indicate Best Financial Classification:

A
XI

1. Is the insurer to be used for Workers' Compensation Insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating:

Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☒ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

- ✓ Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability
- ✓ Primary and not contributing coverage - General Liability & Automobile Liability
- ✓ Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability
- ✓ Thirty days advance written notice of cancellation to County - General Liability, *
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☒ *

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Lynda Turner
Typed or Printed

Signature Lynda Turner

Date 8/21/13

Title Manager w/ Risk
(Company Risk) Manager or Manager with Risk

Authority)

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

President
Title

Allen's Excavation, Inc.
Contractor/Firm

16403 Woodville Hwy Tall, FL 32305
Address

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- ☒ Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
- ☐ Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

Allen's Excavation, Inc.
(Firm Name)

BY

Allen Weldon
(Authorized Representative)

Allen Weldon
(Printed or Typed Name)

DATE

8/29/13

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Allen's Excavation, Inc.</u>	
Current Local Address: <u>6403 Woodville Hwy</u> <u>Tall., FL 32305</u>	Phone: <u>421-6872</u> Fax: <u>421-2381</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Allen Weldon Aug. 29, 2013
Signature of Authorized Representative Date

STATE OF FL
COUNTY OF LEON

The foregoing instrument was acknowledged before me 29 day of August, 2013
this 29 day of August, 2013
By Allen Weldon, President of Allen's Excavation, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a FL Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has produced

as identification

Return Completed form with supporting documents to:



[Signature]
Signature of Notary

Bid Title: Lauder Pond Improvements
Bid No: BC-08-29-13-62
Opening Date: Thursday, August 29, 2013 at 2:00 PM

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

AC# 6278756

STATE OF FLORIDA

Attachment #1

Page 70 of 74

Page 22 of 25

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081701924

DATE	BATCH NUMBER	LICENSE NBR
08/17/2012	128013672	CUC1224114

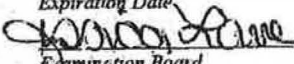
The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

WELDON, GREGORY HEATH
ALLEN'S EXCAVATION INC
6403 WOODVILLE HWY.
TALLAHASSEE FL 32305

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

LEON COUNTY FLORIDA	
This certifies that <u>ALLEN WELDON</u>	
Address <u>ALLEN'S EXCAVATION, INC.</u>	
is licensed with Leon County as a	
<u>EXCAVATION CONTRACTOR</u>	
<u>LCEX00040</u>	<u>9-30-2013</u>
License Number	Expiration Date
<u>9-30-2012</u>	
Date of Issuance	Examination Board
THIS IS NOT AN OCCUPATIONAL LICENSE	

The undersigned, a duly authorized officer of Allen's Excavation, hereby certifies that the above Certificate of Qualification from Florida Department of Transportation dated May 15, 2013, is a true and correct copy, and has hereunto set his signature.

This 29 Day of August, 2013

By: Allen Weldon Title: President

Printed Name & Title: Allen Weldon, President

State of FL

County of Leon

The foregoing instrument was acknowledged before me this 29 day of August 2013, By Allen Weldon, of Allen's Excavation, Inc. (company), who is personally known to me.



Notary Public Signature



My Commission Expires: _____



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 15, 2013

ALLEN'S EXCAVATION, INC.
6403 WOODVILLE HWY
TALLAHASSEE FL 32305

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2014. However, the new application is due 4/30/2014.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: MINOR BRIDGES, PAVEMENT MARKING.

www.dot.state.fl.us

ALLEN'S EXCAVATION, INC.
May 15, 2013
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager
Contracts Administration Office

JM:cj



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #1
Page 1 of 1
Page 74 of 74

Purchasing Division
1800-3 N Blair Stone Road
Tallahassee, Florida 32308

Commissioners

BILL PROCTOR

District 1

JANE G. SAULS

District 2

JOHN DAILEY

District 3

BRYAN DESLOGE

District 4

KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

NICK MADDOX

At-Large

VINCENT S. LONG

County Administrator

HERBERT W.A. THIELE

County Attorney

August 29, 2013

Mr. Allen Weldon
Allen's Excavation
6403 Woodville Highway
Tallahassee, Florida 32305

RE: Award of Lauder Pond Improvements Utilizing Local Preference Policy
Bid #BC-08-29-13-62

Dear Mr. Weldon:

In accordance with the Leon County Local Preference Policy, we are pleased to have the opportunity to offer you the Lauder Pond Improvements, Bid# BC-08-29-13-62 that you responded to on August 29, 2013.

The policy states that: Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a Local Business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that Local Business's bid was not greater than 110 percent of the lowest responsive and responsible bid amount.

The bid amount from the lowest bidder was \$609,270.22. If you are willing to perform the work at the lower bid amount, then my office would recommend the award to the Board of County Commissioners at one of its regularly scheduled meetings under the Local Preference Policy to be awarded to you at that amount.

Please respond with your decision by signing and annotating below and returning this document within five (5) days of receipt of this letter so that we may move forward.

We appreciate your interest in serving the citizens of Leon County through these contractual services. If I or my staff can be of further assistance, please do not hesitate to call.

Sincerely,

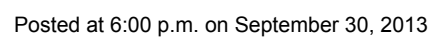
Don Tobin, CPPB
Purchasing and Contract Administrator

Accept

Decline _____

Signature Date 9/5/13

Printed name Allen Weldon



**LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-08-29-13-62**

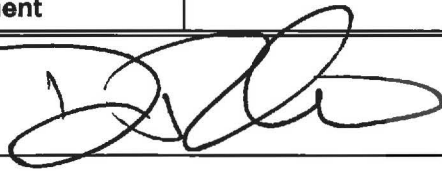
Attachment #3
Page 1 of 2

Bid Title: Lauder Pond Improvements

Opening Date: Thursday, August 29, 2013 at 2:00 PM

Item/Vendor	Ad VON	Dixie Paving	Allen's Excavation
Manual Signature	yes	yes	yes
Addendum #1	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
MWSBE	yes	yes	yes
Tie Bid	yes	yes	yes
Contractor Business	yes	yes	yes
Non-Collusion	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
FDOT Cert		yes	yes
Trades Work	yes	yes	yes
Bid Bond	yes	yes	yes
Bid Total	\$ 738,940.00	\$ 799,645.40	\$ 649,939.00
No Bid Document			

Tabulated By: _____



Joanne Jennings

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-08-29-13-62

Attachment #3
Page 2 of 2

Bid Title: Lauder Pond Improvements

Opening Date: Thursday, August 29, 2013 at 2:00 PM

Item/Vendor	Olympus Painting		
Manual Signature	yes		
Addendum #1	yes		
Affidavit of Immigration	yes		
MWSBE	yes		
Tie Bid	yes		
Contractor Business	yes		
Non-Collusion	yes		
Insurance	yes		
Certificate Debarment	yes		
FDOT Cert	NO		
Trades Work	yes		
Bid Bond	yes		
Bid Total	\$ 609,270.22		
No Bid Document			

Tabulated By: _____






Purchasing Division
1800-3 N Blair Stone Road
Tallahassee, Florida 32308

Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

BILL PROCTOR

District 1

JANE G. SAULS

District 2

JOHN DAILEY

District 3

BRYAN DESLOGE

District 4

KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

NICK MADDOX

At-Large

VINCENT S. LONG

County Administrator

HERBERT W.A. THIELE

County Attorney

August 29, 2013

Mr. Allen Weldon
Allen's Excavation
6403 Woodville Highway
Tallahassee, Florida 32305

RE: Award of Lauder Pond Improvements Utilizing Local Preference Policy
Bid #BC-08-29-13-62

Dear Mr. Weldon:

In accordance with the Leon County Local Preference Policy, we are pleased to have the opportunity to offer you the Lauder Pond Improvements, Bid# BC-08-29-13-62 that you responded to on August 29, 2013.

The policy states that: Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a Local Business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that Local Business's bid was not greater than 110 percent of the lowest responsive and responsible bid amount.

The bid amount from the lowest bidder was \$609,270.22. If you are willing to perform the work at the lower bid amount, then my office would recommend the award to the Board of County Commissioners at one of its regularly scheduled meetings under the Local Preference Policy to be awarded to you at that amount.

Please respond with your decision by signing and annotating below and returning this document within five (5) days of receipt of this letter so that we may move forward.

We appreciate your interest in serving the citizens of Leon County through these contractual services. If I or my staff can be of further assistance, please do not hesitate to call.

Sincerely,

Handwritten signature of Don Tobin.

Don Tobin, CPPB
Purchasing and Contract Administrator

Accept 

Decline _____

Signature  Date 9/5/13

Printed name Allen Weldon

BOARD OF COUNTY COMMISSIONERS

Attachment #5

Page 1 of 2

Inter-Office Memorandum

Date: September 5, 2013

To: Felton Ard, Senior Design Engineer
Division of Engineering Services
Department of Public Works

From: Shanea Y. Wilks, Director
Minority, Women, & Small Business Enterprise (MWSBE) Division
Office of Economic Development & Business Partnerships

Subject: M/WBE Analysis for the Lauder Pond Improvements Project (BC-08-29-13-62)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the project scope to determine the feasibility of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation for this project. Staff worked with the Project Manager and the Purchasing Contract Manager to determine a reasonable recommendation for aspirational targets for subcontracting opportunities. Based upon the specialized nature of the work to be performed and the number of available certified M/WBE vendors, the MWSBE Director recommended that the aspirational targets for M/WBE participation be lowered to an aggregate 10% (5%MBE/5%WBE). As required by Policy 96-1, the Board was notified of the recommendation and the recommended aspirational targets were approved.

The MWSBE Division reviewed the M/WBE Participation Plans for four (4) firms to determine if the 5% MBE and 5% WBE Aspirational Targets were achieved for the Lauder Pond Improvements Project. **Allen's Excavation, Inc., Dixie Paving & Grading, Inc., Advon Corporation, Olympus Painting Contractors, Inc.** met the M/WBE Aspirational Targets set for this project; therefore, according to Policy 96-1, the Good Faith Effort form is not required.

The submitted M/WBE Participation Plans for each bidder is as follows:

Allen's Excavation, Inc. met the M/WBE aspirational targets in their bid submission. The M/WBE firms listed below are the firms **Allen's Excavation, Inc.** intends to utilize on this project.

Total Bid Amount	\$649,939.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Capital City Contracting, LLC	African American Male	Leon County	Concrete Work	\$32,497.00	5.00%
Delacy Farm Sod, Inc.	Non-Minority Female	City of Tallahassee	Sodding & Sediment Barrier	\$32,497.00	5.00%
Total M/WBE Dollars				\$64,994.00	
Total M/WBE Utilization Percentage				10%	

Olympus Painting Contractors, Inc. met the M/WBE aspirational targets in their bid submission. The M/WBE firms listed below are the firms **Olympus Painting Contractors, Inc.** intends to utilize on this project.

Total Bid Amount	\$609,270.22				
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
A-Minorty Construction, LLC	African American Male	Leon County	Asphalt, Grading, & Erosion Control	\$44,888.00	7.37%
Big Bend Rebar, Inc.	Non-Minority Female	City of Tallahassee	Rebar Supplier	\$4,100.00	0.67%
Hale Contracting, Inc.	Non-Minority Female	City of Tallahassee	Pipe	\$30,507.28	5.01%
O'Neal Surveying & Mapping, Inc.	Non-Minority Female	Leon County	As-Built Survey	\$4,000.00	0.66%
Total M/WBE Dollars				\$83,495.28	
Total M/WBE Utilization Percentage				13.71%	

Dixie Paving & Grading, Inc. met the M/WBE aspirational targets in their bid submission. The M/WBE firms listed below are the firms **Dixie Paving & Grading, Inc.** intends to utilize on this project.

Total Bid Amount	\$799,645.40				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
Concrete Services Unlimited, Inc.	African American Male	City of Tallahassee	Concrete Structure	\$39,985.00	5.00%
Bannerman Landscape, LLC	Non-Minority Female	City of Tallahassee	Sod & Fencing	\$26,725.00	3.34%
Poole Engineering & Surveying, Inc.	Non-Minority Female	City of Tallahassee	Survey & As-Built	\$13,260.00	1.66%
Total M/WBE Dollars				\$79,970.00	
Total M/WBE Utilization Percentage				10%	

Advon Corporation met the M/WBE aspirational targets in their bid submission. The M/WBE firms listed below are the firms **Advon Corporation** intends to utilize on this project.

Total Bid Amount	\$738,940.00				
Name of M/WBE	Race/Gender	Certifying Agency	Goods and Services	M/WBE Dollars	M/WBE Utilization
Hale Contracting, Inc.	Non-Minority Female	City of Tallahassee	Sitework	\$103,243.00	13.97%
Concrete Services Unlimited, Inc.	African American Male	City of Tallahassee	Concrete	\$36,947.00	5.00%
Total M/WBE Dollars				\$140,190.00	
Total M/WBE Utilization Percentage				18.97%	

**Leon County
Board of County Commissioners**


Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report on the Cascades Park Sound Study

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development
Lead Staff/ Project Team:	Wayne Tedder, Director, Department of PLACE

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status report on the Cascades Park Sound Study.

Report and Discussion

Background:

At the September 24, 2013 Board meeting, staff was directed to provide a status report on the sound study for Cascades Park. This request was made as a result of a representative from the Woodland Drives Neighborhood indicating that their (Woodland Drives and Myers Park) consultant was completing a sound study based on Blueprint's live test on September 8, 2013.

Analysis:

At the September 16, 2013 Intergovernmental Agency (IA) meeting, Blueprint staff and their consultant, Scott Carswell Presents, LLC, presented a summary of their analysis and findings related to the live sound test completed on September 8, 2013 (Attachment #1). A key recommendation was to conduct a second live sound test and incorporate "lessons learned" from the original sound test in order to reduce impacts to the neighborhood. On September 25, 2013, staff received the final sound report from the Myers Park and Woodland Drives Consultant (Attachment #2). Staff is in process of reviewing the report to determine if the recommendations from the neighborhood consultant support and/or refute the findings of staff.

At the September 16, 2013 Intergovernmental Agency (Blueprint) meeting, staff was directed to form a committee of neighborhood representatives to review the amphitheater sound issue as progress moves forward. In the near future, staff will be completing a review of the neighborhood sound study, forming the neighborhood committee to review the two different reports, detailing strategic measures to mitigate sound from the amphitheater, and conduct a final live test that incorporates the strategic measures that will ensure a quality sound within the amphitheater and minimize impacts within the neighborhood. At the conclusion of the sound test, the Director of PLACE will communicate the findings through the Blueprint Intergovernmental Management Committee (City Manager and County Administrator) to determine appropriate next steps.

Staff will provide a presentation at the Board meeting.

Options:

1. Accept the status report on the Cascades Park Sound Study.
2. Do not accept status report on the Cascades Park Sound Study.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Cascades Park Sound Test Summary (Blueprint Report)
2. Siebein Associates, Inc. Sound Study (Myers Park and Woodland Drives Report)

Cascades Park Sound Test Summary
September 8, 2013
4 pm to 8 pm

Purpose

To test the sound levels from two different sound systems: The permanently installed "house" system for non-ticketed events, and a full concert or "touring" array system that would satisfy the sound level requirements of anticipated acts that would be considered for the Park's ticketed events.

For the House system, determine what volume level inside the Park that would satisfy the non-ticketed events that the Park might host. These events might range from a few dozen people attending and listening to a speaker, to a DJ or a small live band, or the possibility of several thousand people for events such as the Tallahassee Symphony or Shakespeare in the Park.

For the touring system, determine what volume level inside the Park that would satisfy an audience of approximately 4,000 ticket buyers, and comply with the requirements of the artist's production.

Once the two appropriate sound levels are determined inside the Park, then monitor the perimeters of the Park facing South, towards Myers Park and Woodland Drives Neighborhoods (along Seaboard Coast Line Railroad Fence), and various locations throughout the Neighborhoods.

The noise ordinance currently being considered by the City is proposing a maximum of 85 dBAs at the property's perimeter of any source in line with the complaining property. The scope was to determine if the Park could operate the non-ticketed events with the house system and the ticketed events with the touring system within those restrictions and if so, what are the corresponding sound levels within the neighborhood.

House System

The sound test indicates that the house system, projecting various types of sounds, can meet the needs of the audience and still limit sound levels at or under the 85 dBAs at the Park perimeter. In fact, the sound test indicated that the house system can produce a live band at 89 dBAs at the mix position and yielded a maximum perimeter reading of 73 dBAs, which is well within the proposed City noise ordinance for special entertainment districts.

The house system test indicates that the sound levels required to conduct non-ticketed events will result in no more than 71 dBAs leaving the Park at the perimeters when averaged.

Attachment 1 includes all test meter locations utilized throughout the testing period. Table 1 indicates the sound levels leaving the Park at various measurements. When the sound levels are at their highest (71 dBAs) at the Park perimeter the average sound levels within the neighborhood are 54 dBAs utilizing the four sound meters located closest to the Park (Zone 1).

Zone 1 included four test locations generally located along East Van Buren Street where residential structures are located closest to Park.

Table 1. House System Review

Sound Type	Mix	Perimeter Average	Residential Average	Ambient Average
Track	87	70	54	51
Acoustic Live	83	65	52	51
Band Live	89	71	54	51
Spoken Word	83	67	52	51

Test at Maximum Sound Levels

Sound Type	Mix	Perimeter	Residential	Ambient
Track, 1C	98	80	60	51

Notes:

1. All sound levels are in dBA
2. On the Acoustics By Design Report to Genesis Group on Jan 10, 2013 two locations, one on Oakland and the other along Myers Park Drive recorded ambient dBA of 62 at 8pm

It is important to note that the 54 dBA average is 3 dBAs over the average ambient noise levels (51dBAs) within Zone 1 during the same time period of the test. As provided in the previous sound study by Acoustics by Design, an increase of 3 dBAs above the ambient sound level is termed “just perceptible” by all acoustic measurements, and therefore should not create noise issues within the neighborhood.

A test was also conducted with the house system that elevated the sound levels at the mixing booth up to 98 dBAs. This sound level (98 dBAs) is the maximum output possible for the house system. Even at the maximum output, the average sound levels at the Park perimeter were 80 dBAs and an average of 60 dBAs within Zone 1 in the neighborhood. The Acoustics by Design report completed on January 10, 2013 shows an 8pm reading at two locations in the Meyers Park Neighborhood of 62 dBA hourly L10. These readings were done at their monitoring locations 4 and 5, one on Oakland St and the other on Meyers Park Drive above the tennis courts. A map indicating the Acoustics by Design monitoring locations is included as Attachment #2.

Touring System

Based on observation during the test the volume level necessary to accommodate touring acts requirements and their audiences, would require a dBA level of 95dBAs at the mix position. Utilizing the sound levels generated by the September 8 test, sound levels of 85 dBAs at all test points at the Park perimeter were not achieved. However, when averaged, the Park perimeter sound level was 84 dBAs (see Table 2).

Table 2. Touring System Review

Sound Type	Mix	Perimeter Average	Residential Average	Ambient Average
Music Track	95	84	61	51
Acoustic Live	95	83	57	51
Band Live	95	84	61	51
Spoken Word	95	84	52	51

Test at Maximum Sound Levels

Sound Type	Mix	Perimeter	Residential	Ambient
Track, 1C dBA	104	93	70	51
Track, 1C dBC	124	106	92	61

Notes:

1. All sound levels are in dBA unless otherwise noted.

In order to reduce the sound levels to 85 dBAs at all points along the perimeter of the Park a smaller speaker array system, aimed much more at the center audience, away from the upper levels, and with less energy from the top speakers would be required. In effect, the application of the sound system is just as important as the limits on the dBA levels. Two different sound systems could provide the same sound levels at the mix position, yet have significant differences in the perimeter readings. All of the application approaches should be considered to further reduce sound levels from leaving the amphitheater and could be quantified in a follow up test.

It should also be noted that Table 2 includes maximum sound levels for dBC weighted frequencies. These lower frequencies are more difficult to attenuate and can cause walls to reverberate. It was noted by a number of survey respondents that they could feel these lower frequencies during portions of the test. The most strategic way of removing these types of impacts is to limit the C weighted sound levels.

Conclusions

Based on the sound test results, it appears that the house system can be successfully operated with negligible impacts to the adjoining residential neighborhoods. Lastly, it is recommended that additional study be performed to further refine the operational parameters for the touring system. Such operational parameters include, but are not limited to; requiring a smaller speaker array system, aim the speaker array towards the center of the audience, ensure that the speaker array system is not directed to the upper levels, provide less energy to the top speaker and consider C weighted sound restrictions. The resulting sound level reduction of the

aforementioned approaches cannot be determined unless fully implemented under a live condition.

SIEBEIN ASSOCIATES, INC.
Consultants in Architectural & Environmental Acoustics
625 NW 60th Street, Suite C Gainesville, Florida 32607
Telephone - (352)-331-5111 Facsimile - (352)-331-0009

September 25, 2013

Ms. Mary Frederick, President
Woodland Drives Neighborhood Association
Mr. Kevin Hattaway, President
Myers Park Neighborhood Association
Tallahassee, Florida

Dear Ms. Fredrick and Mr. Hattaway,

This letter contains an abbreviated summary of acoustical measurements made during the Sound Test conducted at the Cascades Park Amphitheater on the afternoon and early evening of September 8, 2013. Also included is a discussion of issues relative to potential noise impacts on the residential neighborhoods to the east and south of the Amphitheater.

EXECUTIVE SUMMARY

1. Generally, open, outdoor amphitheaters that present live, amplified music events and are located within a mile or less of residential homes create very difficult circumstances for both the operators and the residents. This is because the sound levels emitted by the loudspeakers and subwoofers, when played at levels desired by performers, especially touring acts, result in excessively high sound levels in the neighborhoods, especially at night when the background noise levels are low and temperature inversions can occur. Also problematic is that reducing the sound levels to those that would make the Amphitheater compatible with surrounding homes can be found unacceptable to the performing acts and audience, especially if the bass noise must be reduced substantially.
2. The results of the Amphitheater sound tests conducted on September 8, 2013, illustrate this issue quite clearly with regard to the concert system that was used. When the music is played at levels preferred by touring act operators or required by their riders, the results are sound levels that exceed ambient sound levels inside homes by as much as 30 dB or more and result in rattling of windows, walls, and light fixtures, and can be heard at levels more than 25 dBC above the outdoor ambient noise as much as 3,000 feet away from the Stage. It is expected that these levels would be found "objectionable to intolerable" by most people.
3. Furthermore, when the music is reduced to levels that would meet typical outdoor residential sound level limits of 55 dBA (+/- 5 dB) when measured at the receiving property line, it likely becomes too quiet for most touring acts to want to perform there, and may deter audiences from patronizing the facility.
4. With regards to the house system, the results show that the 85 dBA sound level limit at the property line may not be sufficiently protective of the nearest residents, allowing sounds that are as much as 30 dBA above the outdoor ambient noise levels (i.e., 8 times louder and likely to be "objectionable to intolerable"), and exceeding typical noise ordinance sound level limits of 55 dBA (+/- 5 dB) by as much as 17 dB.

5. Finally, the results of the sound tests illustrate the need for a C-weighted sound level limit in the Noise Ordinance to limit the amount of bass sounds intruding on the neighborhoods.

BACKGROUND

1. The purpose of the test was to measure the sound levels in the neighborhoods nearest to the Amphitheater that result from a range of sound sources played through the "House" system and through a "Concert" or "Touring" system at several different sound levels.
2. The sound test included two types of pre-recorded music, a 3-piece (vocalist with two guitarists) band playing live music, a 6-piece band (3-piece band with added bass guitar, drums, and keyboard) playing live music, pink noise, and spoken word, all played through both the House system and Concert system. Pink noise is random noise having equal energy per octave band. Individual tracks lasted approximately 2 minutes each, with approximately 20 seconds of that time with no sound so that it was clear when one track stopped and the next began. The entire test was to take approximately 45 minutes, which was then to be repeated four more times for a total of five tests between 4 pm and approximately 8 pm. .
3. Siebein Associates, Inc., had planned to take five sets of measurements - four outside residences at increasing distances from the Amphitheater, and one inside a residence. Due to delays and other factors that resulted in longer run times than 45 minutes for the first several tests, only three presentations of the original test format occurred. It was then decided that for the final 30 to 40 minutes available, it would be best just to let the 6-piece band play live music through the concert system at a few different levels for an extended period of time.

METHOD

1. Two sound level meters were used by Siebein Associates, Inc., during the sound test. A Larson Davis Model 831 Sound Level Meter was used as the basic instrumentation to measure sound levels in the neighborhoods. A Cesva 360 Sound Level Meter was stationed at the mix position in the Amphitheater. The meters meet ANSI Standard S1.4 for Type 1 sound level meters.
2. The Larson Davis meter was set to record the overall A-weighted and C-weighted average sound level, also referred to as the equivalent continuous sound level (LA_{eq} and LC_{eq}), maximum sound level using a fast time constant (LAF_{max} and LCF_{max}), and octave band sound pressure levels each second during the user programmed time period. The Cesva meter was set to record the same metrics, with the exception of octave band sound pressure levels. The meters were calibrated with a Larson Davis CAL 200 calibrator prior to testing and tested to within 0.1 dB of calibration after the measurements were complete. The microphones on the meters were stationed atop tripods at a height approximately 5 ft 6 inches (the height of a typical standing person's ears) above the ground at each measurement location. Windscreens were attached to the microphones for all measurements. Data were stored on the meters' hard drives and downloaded to desktop computers in our office and analyzed.

3. Acoustical measurements were made at the following locations during the four tests (please refer to the map in Figure 1):
- Test #1: Location #1 - 511 Hart Street, outdoors in the front yard (side of the house facing the Amphitheater), approximately 900 ft from the stage.
 - Test #2: Location #1 - 511 Hart Street, indoors in the living room facing the Amphitheater, approximately 960 ft from the stage.
 - Test #3: Location #2 - 659 Oakland Avenue, outdoors in the backyard (side of the house facing the Amphitheater), approximately 1,560 ft from the stage.
 - Test #4: Location #3 - 1163 Old Fort Drive, outdoors in the front yard (side of the house facing the Amphitheater), approximately 3,100 ft from the stage.

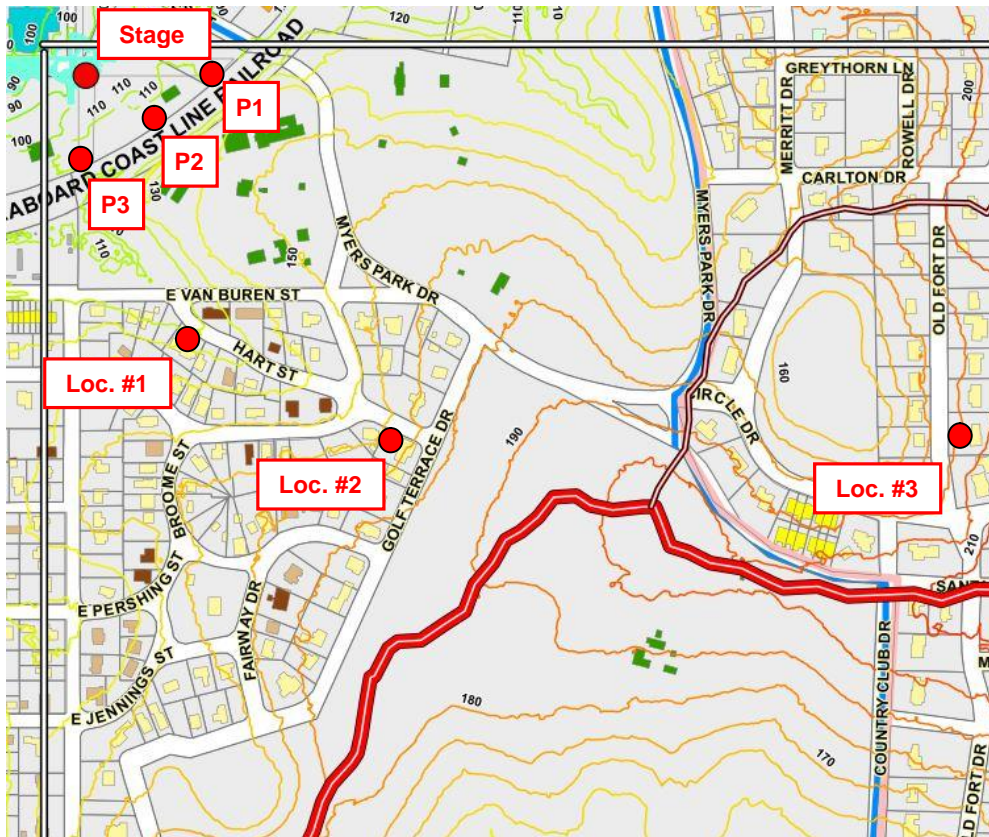


Figure 1. Map showing the acoustical measurement locations.

4. Acoustical measurements were made at each of the locations prior to the sound test to document the ambient sound level conditions. Ambient sound levels measured during the tests in the "windows" between tracks when there was no music played at the amphitheater were similar to those measured before the test.
5. Acoustical measurement data were obtained at the Amphitheater property line locations from Scot Carswell Presents, LLC, who conducted the sound test for Blueprint 2000.

RESULTS

1. The results of the tests are presented in terms of the A-weighted and C-weighted maximum sound levels measured each second, using a fast time constant on the meter.
 - A. An A-weighted sound is one to which the A-weighting filter has been applied. The A-weighting filter substantially reduces the contribution of low frequency sounds to the overall sound level.
 - B. A C-weighted sound level is one to which the C-weighting filter has been applied. The C-weighting filter reduces only a negligible amount of the contribution of low frequency sounds to the overall sound level.
 - C. The C-weighted sound level of a sound will almost always be greater than the A-weighted sound level.
 - D. Large differences between the C-weighted sound level and the A-weighted sound level indicate that there is a significant low frequency component to the sound. For example, during one track, the 6-piece band, which had a bass guitar, drums, and keyboard, had C-weighted sound levels approximately 14 dB greater than the A-weighted sound levels, whereas the 3-piece band, which only had vocals and guitars (no bass guitar), had C-weighted sound levels approximately 5 dB greater than the A-weighted sound levels.
2. Several noise criteria were considered when reviewing the sound levels measured during the tests and will be discussed relative to the measured sound levels.
 - A. 85 dBA at the source property line. This is the limit that would apply to the Amphitheater according to the proposed Noise Ordinance for the City of Tallahassee that is currently under development. Although this may be the desired point of enforcement for the City, the source property line is not the ideal location to enforce a sound level limit in general, and specifically for the Amphitheater for several reasons.
 1. It is not where the affected receiver is located.
 2. The aiming of the speakers could reduce the levels measured at the property line without affecting the sound levels in the neighborhood.
 3. Temperature inversions and wind effects (receiver downwind) on outdoor sound propagation will be negligible at the Amphitheater property line but could be significant (+10 to 15 dB) at remote residential receiver locations. Temperature inversions occur when there is warmer air aloft, which has the effect of bending the sound waves back down towards the ground, thereby increasing the sound levels at distant receivers (typically over 600 ft) by as much as 10 dB or more.
 - B. 55 dBA at the receiving property line. This is the nighttime sound level limit that many noise ordinances throughout Florida and beyond use. Nighttime typically is considered to begin at 10 pm. The Permissible Residential Sound Level Limits of 70 dBA during the day and 65 dBA during the night contained in the proposed Noise Ordinance for the City of Tallahassee is virtually unprecedented in terms of how loud intruding noise events are permitted to be at residential receivers, especially with ambient noise levels in the 40 to 50 dBA range.
 - C. A comparison between the sound levels (A-weighted and C-weighted) measured with music playing and with the music off (i.e., ambient sound level). This will give an indication of a person's perception of the increase in sound level caused by the music. Generally, the following applies to human perception of increases in sound level.
 - A. An increase of 5 dB is plainly audible.
 - B. An increase of 10 dB is heard as twice as loud.

- C. An increase of 20 dB is heard as four times as loud.
- D. An increase of 30 dB is heard as eight times as loud.

Additionally, Table 1 includes of a person's likely reaction to an increase in sound level, taken from the *Environmental Impact of Mining* (Down and Stocks, 1977). The table describes changes in sound pressure level relative to the ambient, and the expected human reaction to these changes.

Table 1. Expected Human Reaction to Increases in Sound Pressure Level.

Increase in sound pressure level (dB)	Human reaction
Under 5	Unnoticed to tolerable
5-10	Intrusive
10-15	Very noticeable
15-20	Objectionable
Over 25	Very objectionable to intolerable

- 3. This letter presents only limited results from the sound tests, specifically of the live music played by the 3-piece band (graphical results only) and 6-piece band measured at the mix, property line, and at Location #1 (outdoors and indoors) and Location #3 (outdoors).
- 4. Tables 2 (House system) and 3 (Concert System) contain summaries of the sound data measured during Test#1, Test #2, and Test #4 with the 6-piece band playing. The data compares the sound level measured at the mix, the property line, and the receiver (music on and ambient). The difference between the sound level with the music on and the ambient sound level (music off) is also included in the table. Please refer to Appendix A for sound level vs. time graphs of the data presented in Table 2, and Appendix B for sound level vs. time graphs of the data presented in Table 3. The graphs in the Appendices also include the results of the measurements of the 3-piece band.

Table 2. Summary of A-weighted and C-weighted sound level measurements made of the 6-piece band playing through the House system.

Receiver	Test	Mix Sound Level	Amphitheater Property Line Sound Level	Receiver Music Sound Level	Receiver Ambient Sound Level	Increase in Sound Level Above Ambient
Location #1 (Outdoors)	#1	95 to 105 dBA	75 to 85 dBA	60 to 72 dBA	42 to 48 dBA	12 to 30 dBA
		99 to 106 dBC	82 to 88 dBC	66 to 74 dBC	59 to 65 dBC	1 to 15 dBC
Location #1 (Indoors)	#2	87 to 93 dBA	66 to 75 dBA	35 to 46 dBA	33 to 36 dBA	0 to 13 dBA
		91 to 96 dBC	75 to 81 dBC	48 to 53 dBC	47 to 51 dBC	0 to 3 dBC

- 5. *The results in Table 2 show that even when the house system is played at or below the 85 dBA sound level limit currently included in the proposed Noise Ordinance, the sound levels from the music are as much as 30 dB greater (i.e., 8 times louder) than the ambient noise outdoors and 13 dBA greater (ie., nearly three times louder) than the ambient noise indoors at Location #1.* This can be clearly seen in the graph in Figure 2. Similar graphs of the other measurements described Table 1 can be found in Appendix A. At 60 to 72 dBA, the sound

level at the residence exceeds the 55 dBA sound level limit contained in many noise ordinances.

6. The data also show that a sound level at the Amphitheater property line of 80 dBC or less will result in barely perceivable bass sounds inside the home.

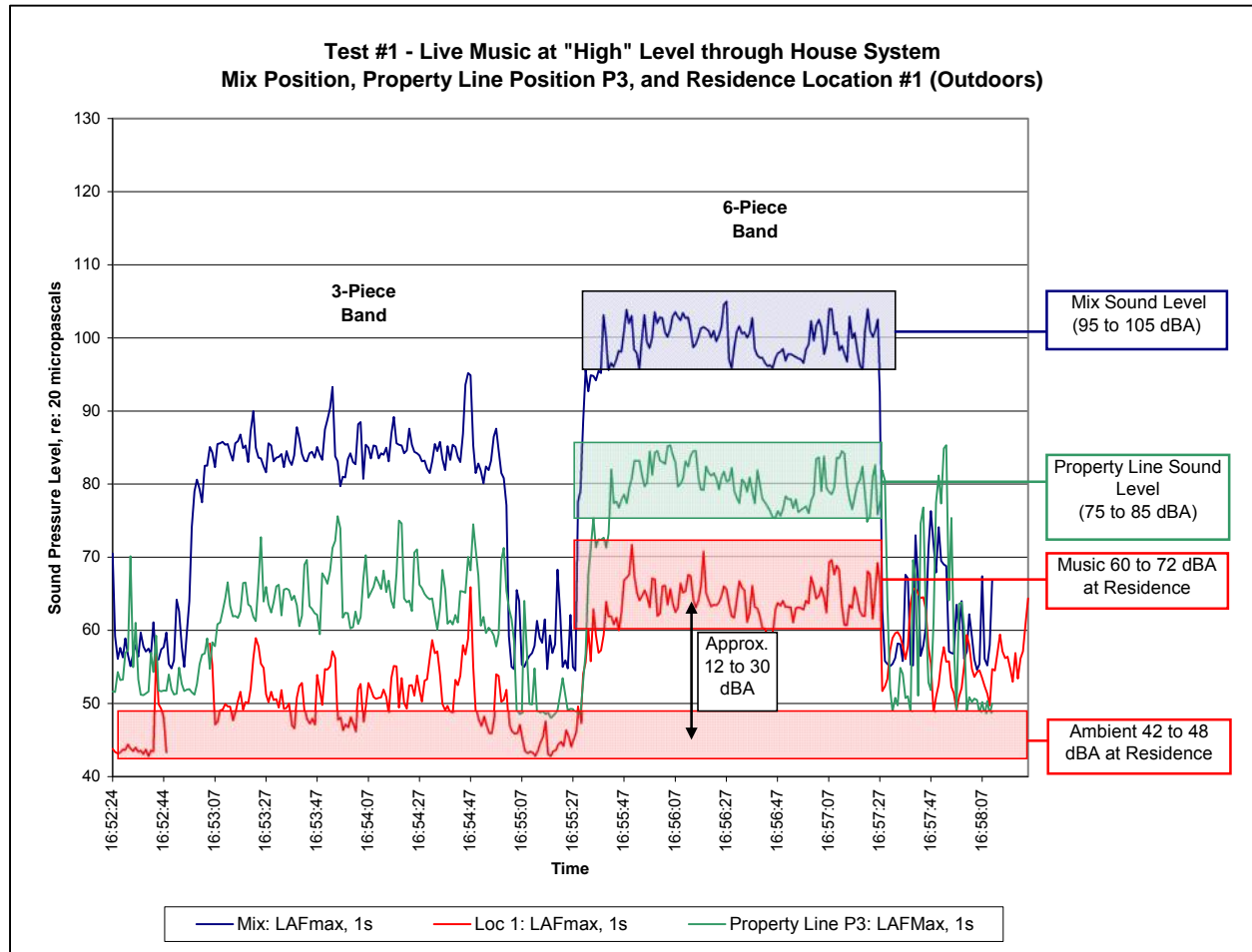


Figure 2. Graph showing the A-weighted sound levels measured during Test #1 of the 3-piece band and 6-piece band playing through the House system at the "High" level of the system. Sound levels were measured at the Mix position, Property Line Location P3 (Courtesy of Scott Carswell Presents, LLC), and at Location #1 (outdoors).

Table 3. Summary of the A-weighted and C-weighted sound level measurements made of the 6-piece band playing through the House system.

Receiver	Test	Mix Sound Level	Amphitheater Property Line Sound Level	Receiver Music Sound Level	Receiver Ambient Sound Level	Increase in Sound Level Above Ambient
Location #1 (Outdoors)	#1A*	87 to 94 dBA	68 to 75 dBA	50 to 57 dBA	42 to 48 dBA	2 to 15 dBA
		95 to 99 dBC	81 to 84 dBC	67 to 71 dBC	59 to 65 dBC	2 to 14 dBC
Location #1 (Outdoors)	#1B*	103 to 110 dBA	89 to 96 dBA	70 to 78 dBA	42 to 48 dBA	22 to 36 dBA
		119 to 122 dBC	104 to 107 dBC	90 to 96 dBC	59 to 65 dBC	25 to 36 dBC
Location #1 (Indoors)	#2A*	90 to 98 dBA	75 to 84 dBA	35 to 40 dBA	33 to 36 dBA	4 to 7 dBA
		97 to 105 dBC	83 to 90 dBC	55 to 64 dBC	47 to 51 dBC	4 to 17 dBC
Location #1 (Indoors)	#2B*	101 to 109 dBA	90 to 98 dBA	49 to 55 dBA	33 to 36 dBA	14 to 22 dBA
		117 to 122 dBC	103 to 108 dBC	75 to 83 dBC	47 to 51 dBC	24 to 36 dBC
Location #3 (Outdoors)	#4/ Song 3	100 to 110 dBA	90 to 100 dBA	55 to 66 dBA	42 to 51 dBA	4 to 24 dBA
		110 to 122 dBC	100 to 110 dBC	72 to 84 dBC	55 to 60 dBC	12 to 29 dBC
* Test #1A started at approximately 4:40:02 pm Test #1B started at approximately 4:25:16 pm Test #2A started at approximately 5:56:23 pm Test #2B started at approximately 6:01:42 pm						

7. A number of observations can be made from the results in Table 3.
 - A. Even when the A-weighted sound level at the property line is less than 85 dBA (see Location #1, Indoors, Test #2A), the C-weighted sound levels indoors can be as much as 17 dBC greater (i.e., three times louder) than the ambient sound level. This is shown graphically in Figure 3. Additional graphs of the other tests of the Concert system are included in Appendix B. *This test illustrates the need for a C-weighted sound level limit.*
 - B. *Test #2A also suggests that sound level limits of approximately 80 dBA and 80 dBC would be required at the Amphitheater property line to result in sound levels in the vicinity of the ambient sound levels inside the residence at Location #1 given the current design of the Amphitheater.*
 - C. Test # 4 was an opportunity for the band to play several songs, and the operators to adjust the levels to those that they felt were typical of what would be desired by the audience and the operator. The results of that test were sound levels at the property line of 90 to 100 dBA and 100 to 110 dBC. These sounds were plainly audible at levels up to 24 dBA and 29 dBC above the ambient sound level approximately 3,100 ft from the stage. This was on an average evening in which temperature inversions were not likely to be present and there was no wind. With wind out of the west and/or temperature inversions, the sound levels at this distance could increase by an additional 10 dB or more.
 - D. When similar levels were played during other tests (see Location #1, Test #2B), sound levels inside the home at Location #1 were as much as 22 dBA and 36 dBC above the ambient, and resulted in rattling walls, windows and light fixtures due to the excessive bass noise. *These tests suggest that allowing live bands to play at levels desired by the bands and operators will result in sound levels that are likely to be objectionable to intolerable to residents. These levels also result in sound levels at the Amphitheater property line that far exceed the currently proposed 85 dBA sound level limit.*

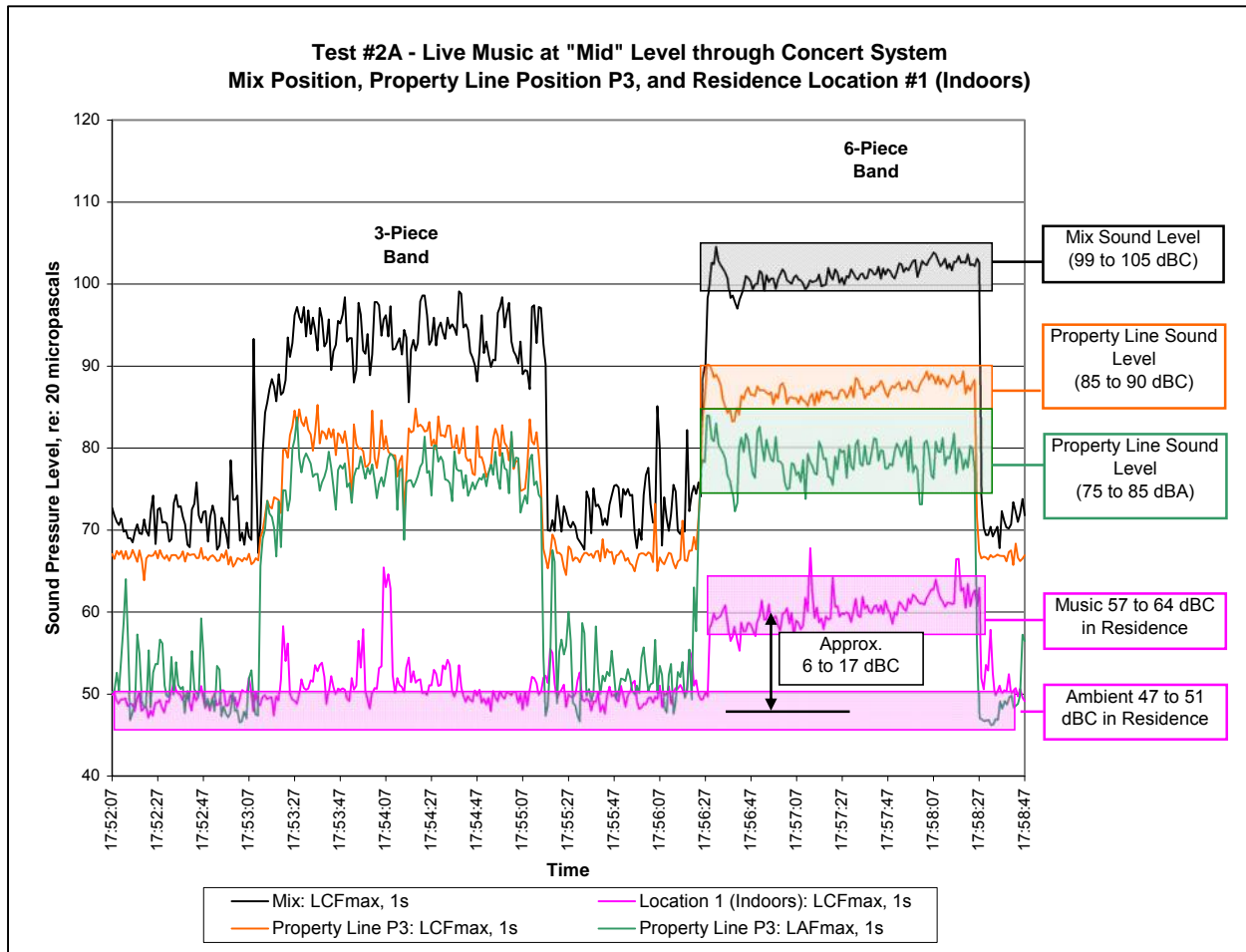


Figure 3. Graph showing the C-weighted sound levels measured during Test #2 of the 3-piece band and 6-piece band playing through the Concert system at the "Mid" level of the system. Sound levels were measured at the Mix position, Property Line Location P3 (Courtesy of Scott Carswell Presents, LLC), and at Location #1 (indoors).

CONCLUSIONS

1. Generally, open, outdoor amphitheaters that present live, amplified music events and are located within a mile or less of residential homes create very difficult circumstances for both the operators and the residents. This is because the sound levels emitted by the loudspeakers and subwoofers, when played at levels desired by performers, especially touring acts, result in excessively high sound levels in the neighborhoods, especially at night when the background noise levels are low and temperature inversions can occur. Also problematic is that reducing the sound levels to those that would make the Amphitheater compatible with surrounding homes can be found unacceptable to the performing acts and audience, especially if the bass noise must be reduced substantially.
2. The results of the Amphitheater sound tests conducted on September 8, 2013, illustrate this issue quite clearly with regard to the concert system that was used. When the music is played at levels preferred by touring act operators or required by their riders, the results are sound

levels that exceed ambient sound levels inside homes by as much as 30 dB or more and result in rattling of windows, walls, and light fixtures, and can be heard at levels more than 25 dBC above the outdoor ambient noise as much as 3,000 feet away from the Stage. It is expected that these levels would be found "objectionable to intolerable" by most people.

3. Furthermore, when the music is reduced to levels that would meet typical outdoor residential sound level limits of 55 dBA (+/- 5 dB) when measured at the receiving property line, it likely becomes too quiet for most touring acts to want to perform there, and may deter audiences from patronizing the facility.
4. With regards to the house system, the results show that the 85 dBA sound level limit at the property line may not be sufficiently protective of the nearest residents, allowing sounds that are as much as 30 dBA above the outdoor ambient noise levels (i.e., 8 times louder and likely to be "objectionable to intolerable") and exceeding typical noise ordinance sound level limits of 55 dBA (+/- 5 dB) by as much as 17 dB.
5. Finally, the results of the sound tests illustrate the need for a C-weighted sound level limit in the Noise Ordinance to limit the amount of bass sounds intruding on the neighborhoods.

Please do not hesitate to contact us if there are any questions regarding these findings or if we can be of additional assistance in this regard.

Sincerely,
SIEBEIN ASSOCIATES, INC.

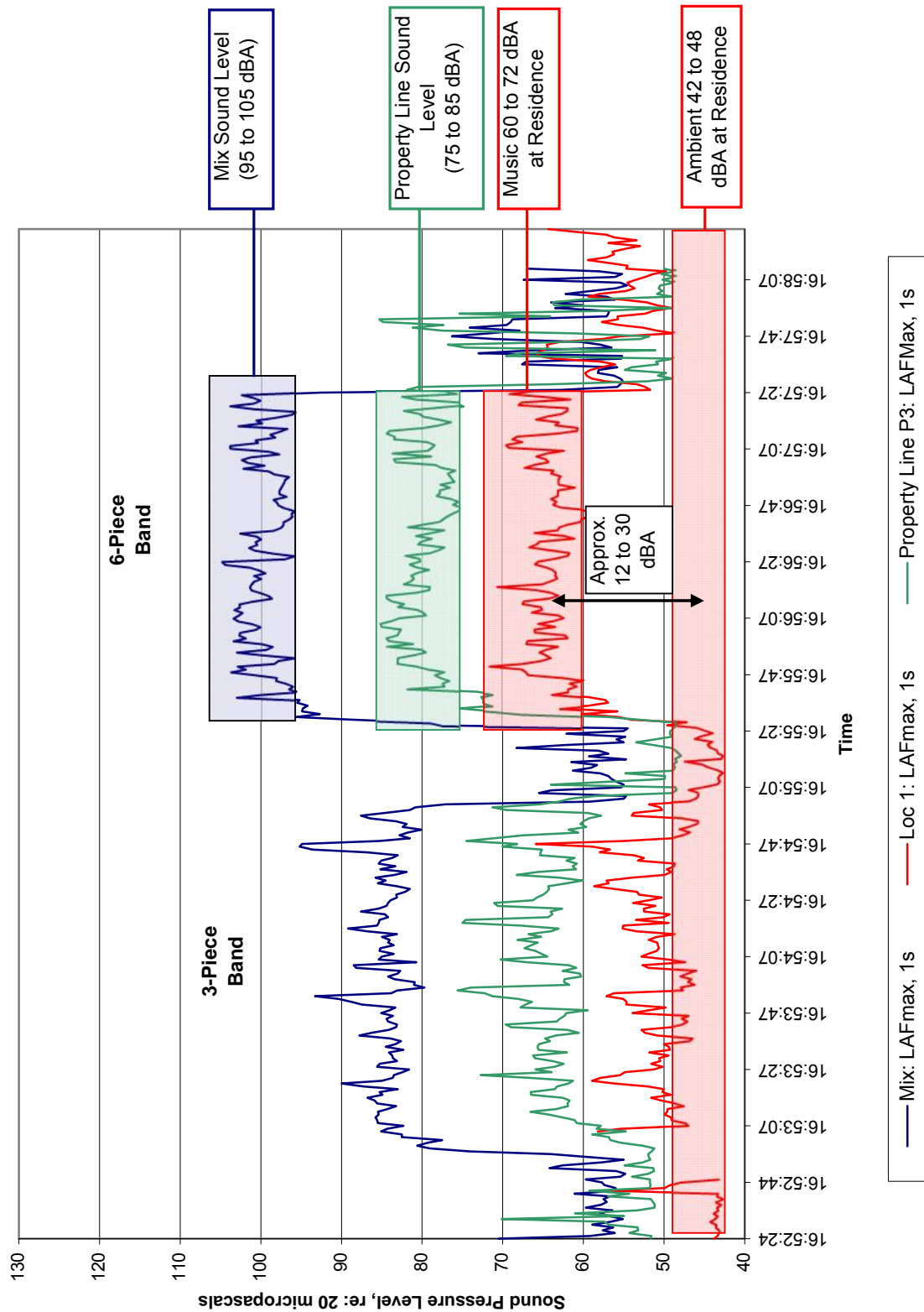


Robert M. Lilkendey
Associate Principal Consultant

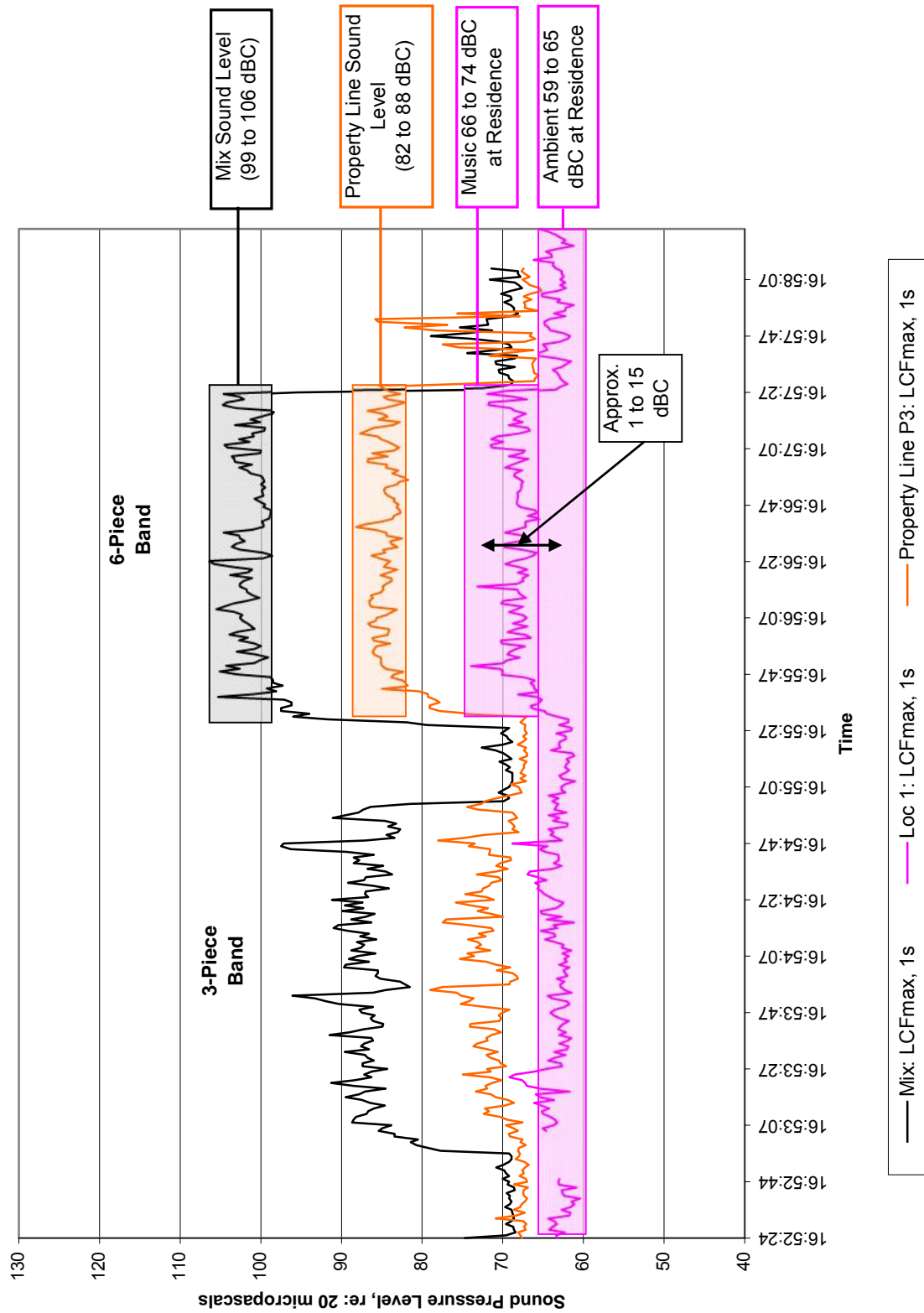
APPENDIX A

HOUSE SYSTEM ACOUSTICAL MEASUREMENT GRAPHS

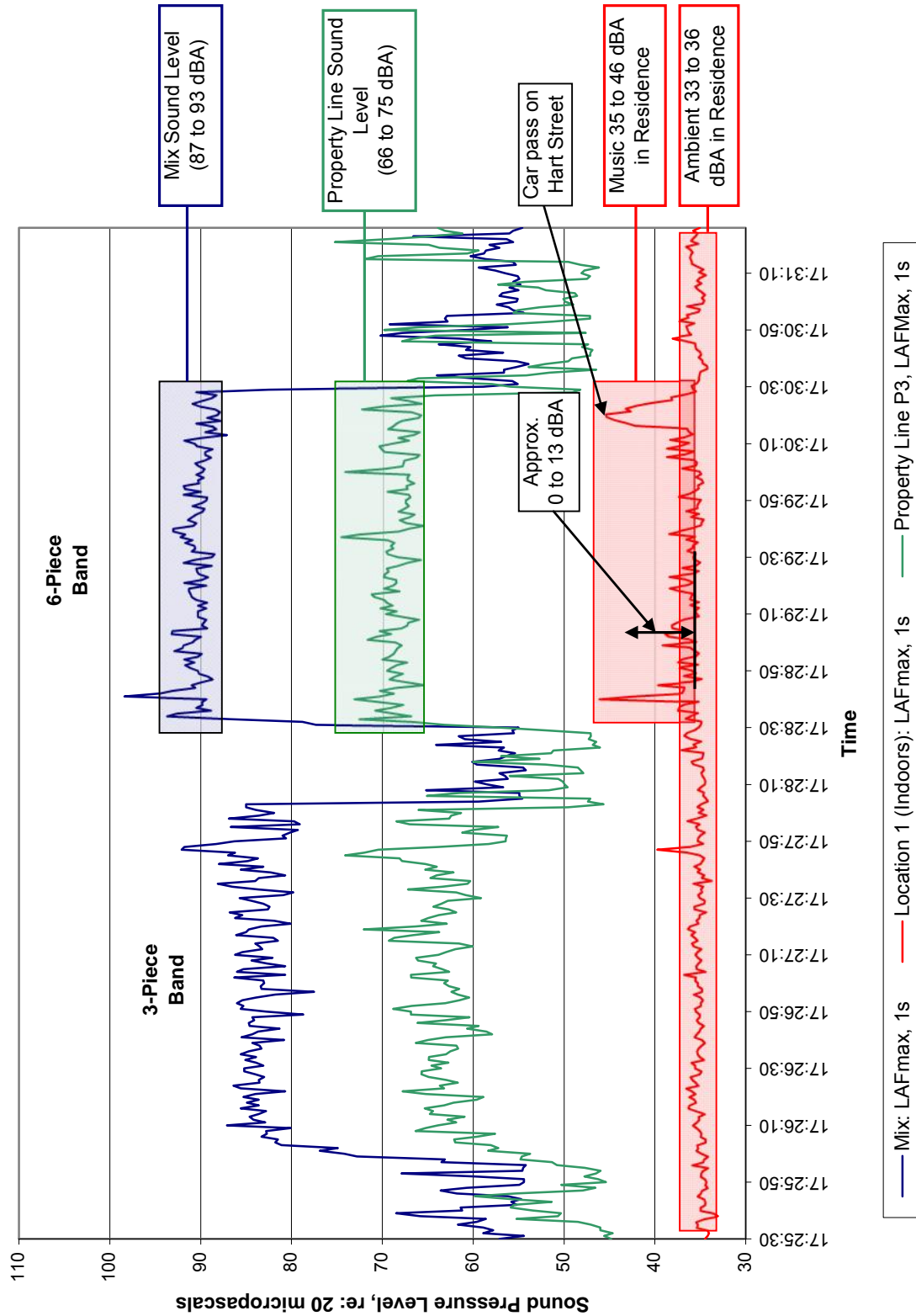
**Test #1 - Live Music at "High" Level through House System
 Mix Position, Property Line Position P3, and Residence Location #1 (Outdoors)**



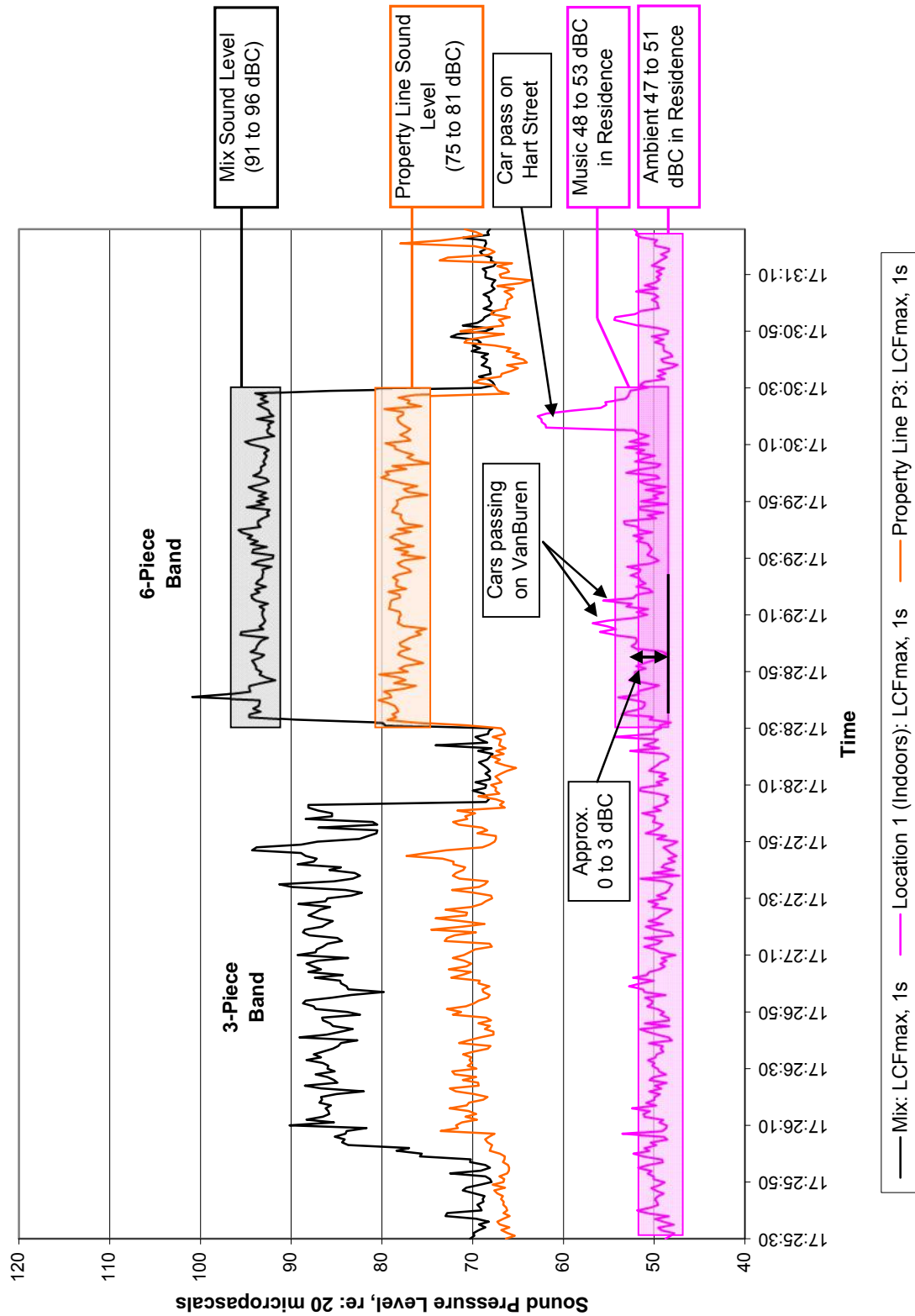
**Test #1 - Live Music at "High" Level through House System
 Mix Position, Property Line Position P3, and Residence Location #1 (Outdoors)**



**Test #2 - Live Music at "Mid" Level through House System
 Mix Position, Property Line Position P3, and Residence Location #1 (Indoors)**



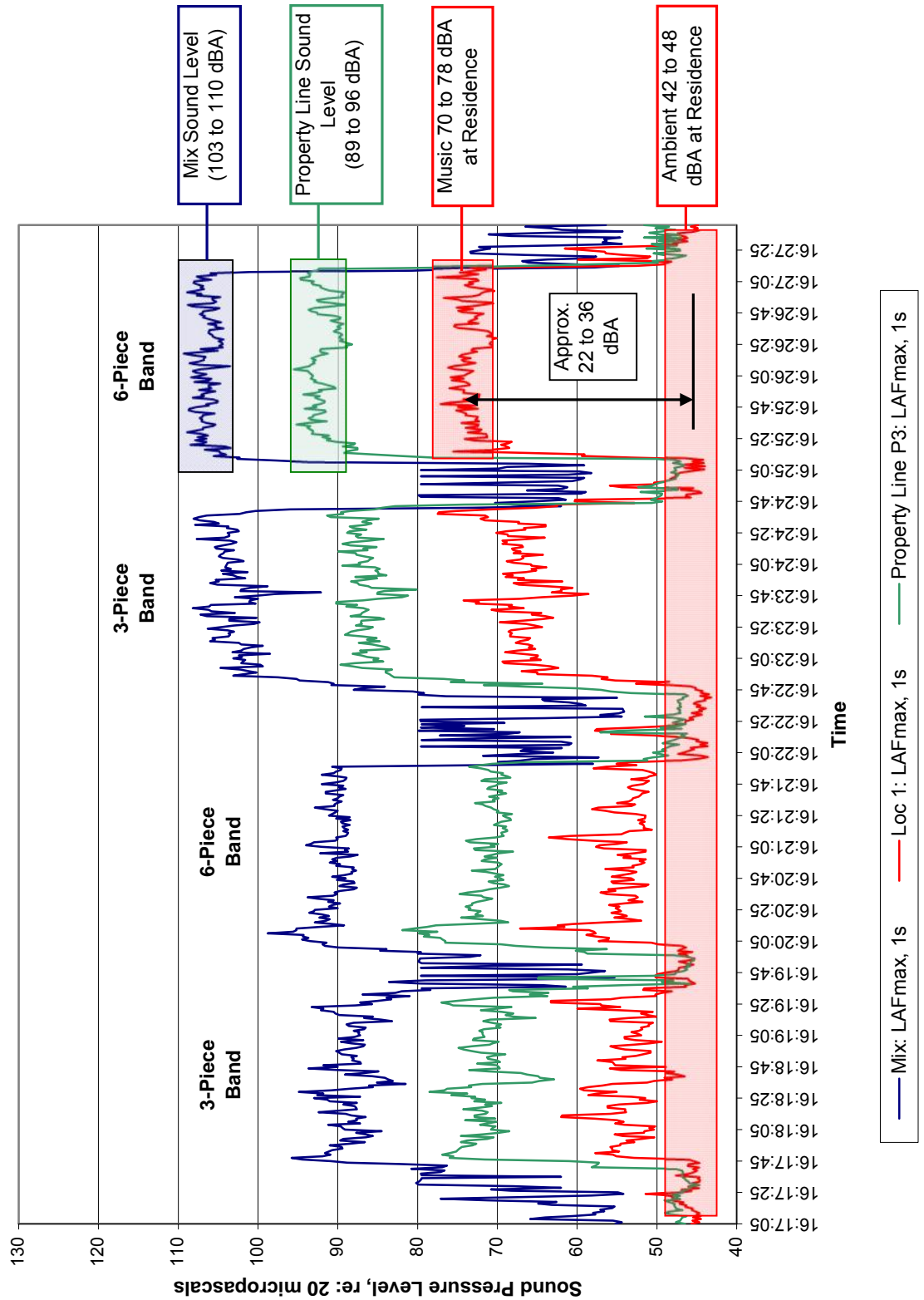
**Test #2 - Live Music at "Mid" Level through House System
 Mix Position, Property Line Position P3, and Residence Location #1 (Indoors)**



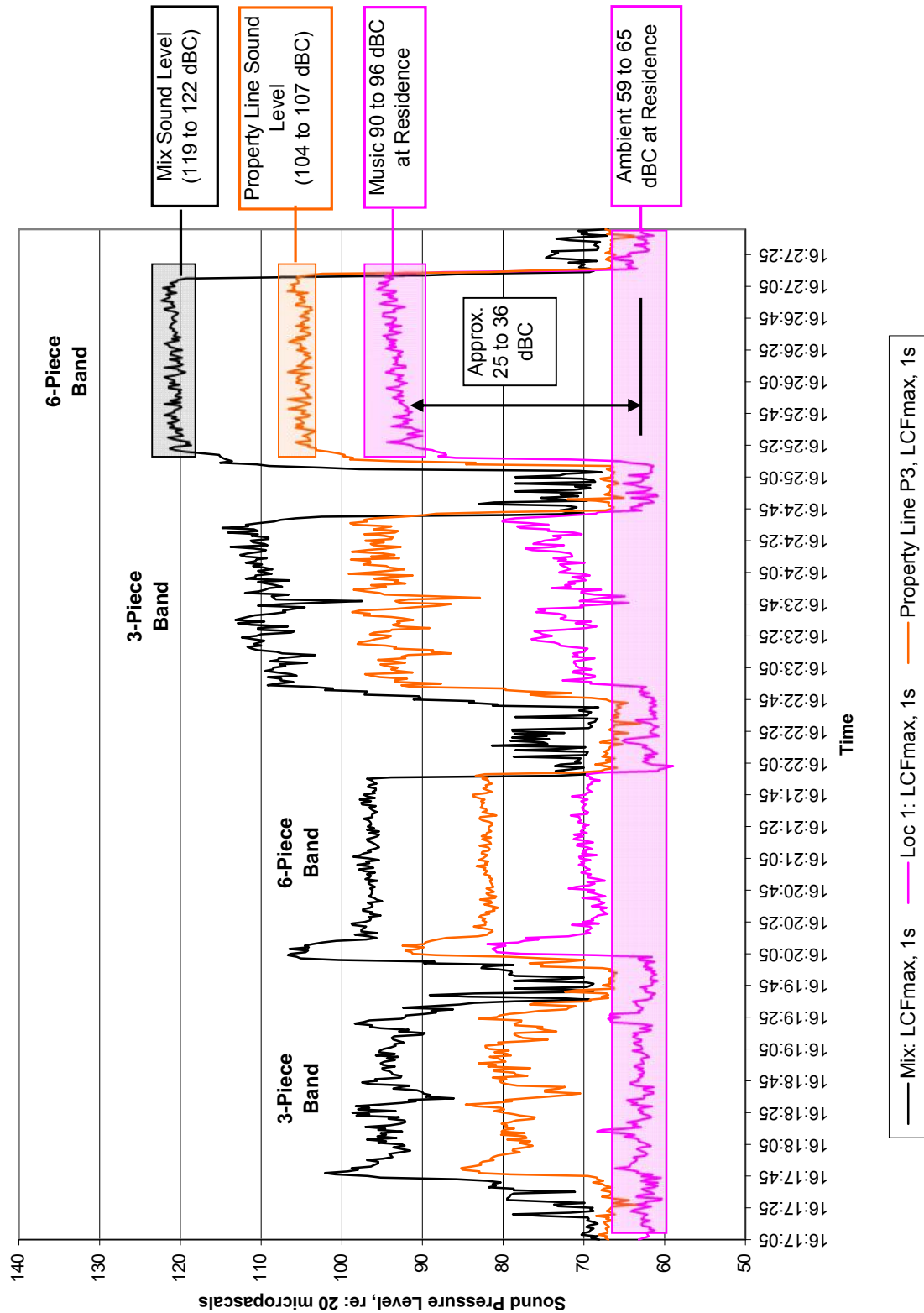
APPENDIX B

CONCERT SYSTEM ACOUSTICAL MEASUREMENT GRAPHS

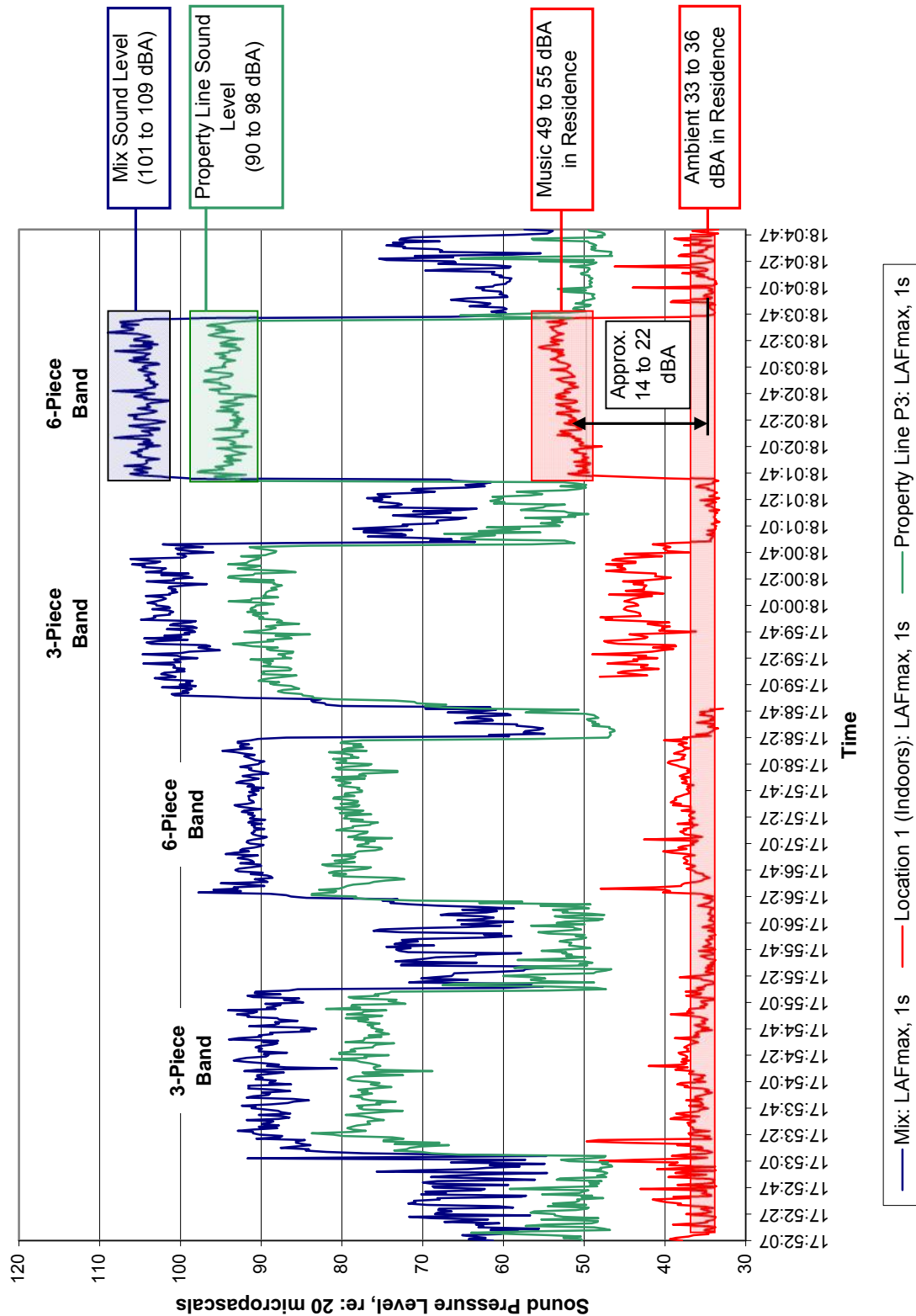
**Test #1 - Live Music at "Mid" and "High" Levels through Concert System
 Mix Position, Property Line Position P3, and Residence Location #1 (Outdoors)**



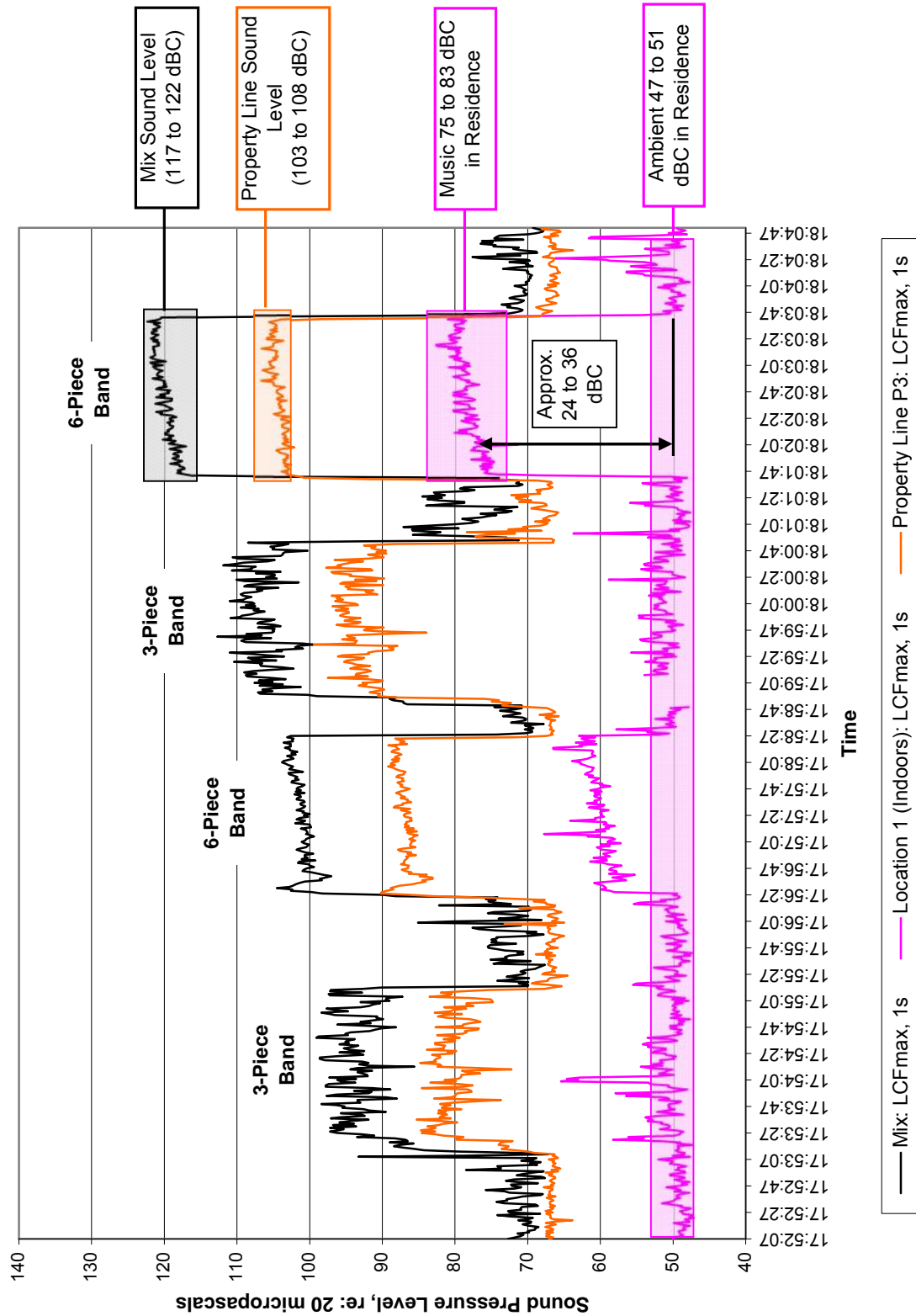
**Test #1 - Live Music at "Mid" and "High" Levels through Concert System
 Mix Position, Property Line Position P3, and Residence Location #1 (Outdoors)**



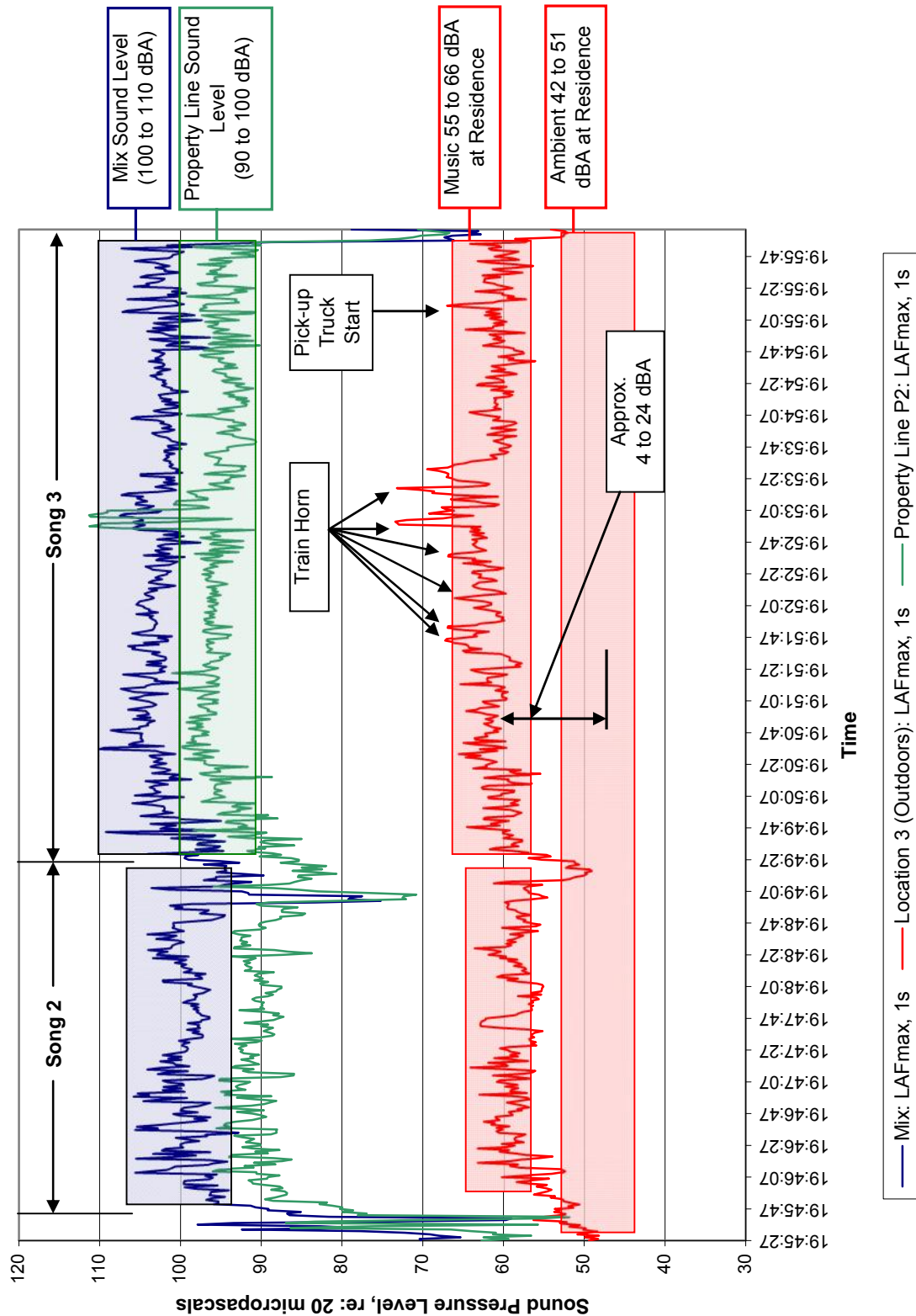
**Test #2 - Live Music at "Mid" and "High" Levels through Concert System
 Mix Position, Property Line Position P3, and Residence Location #1 (Indoors)**



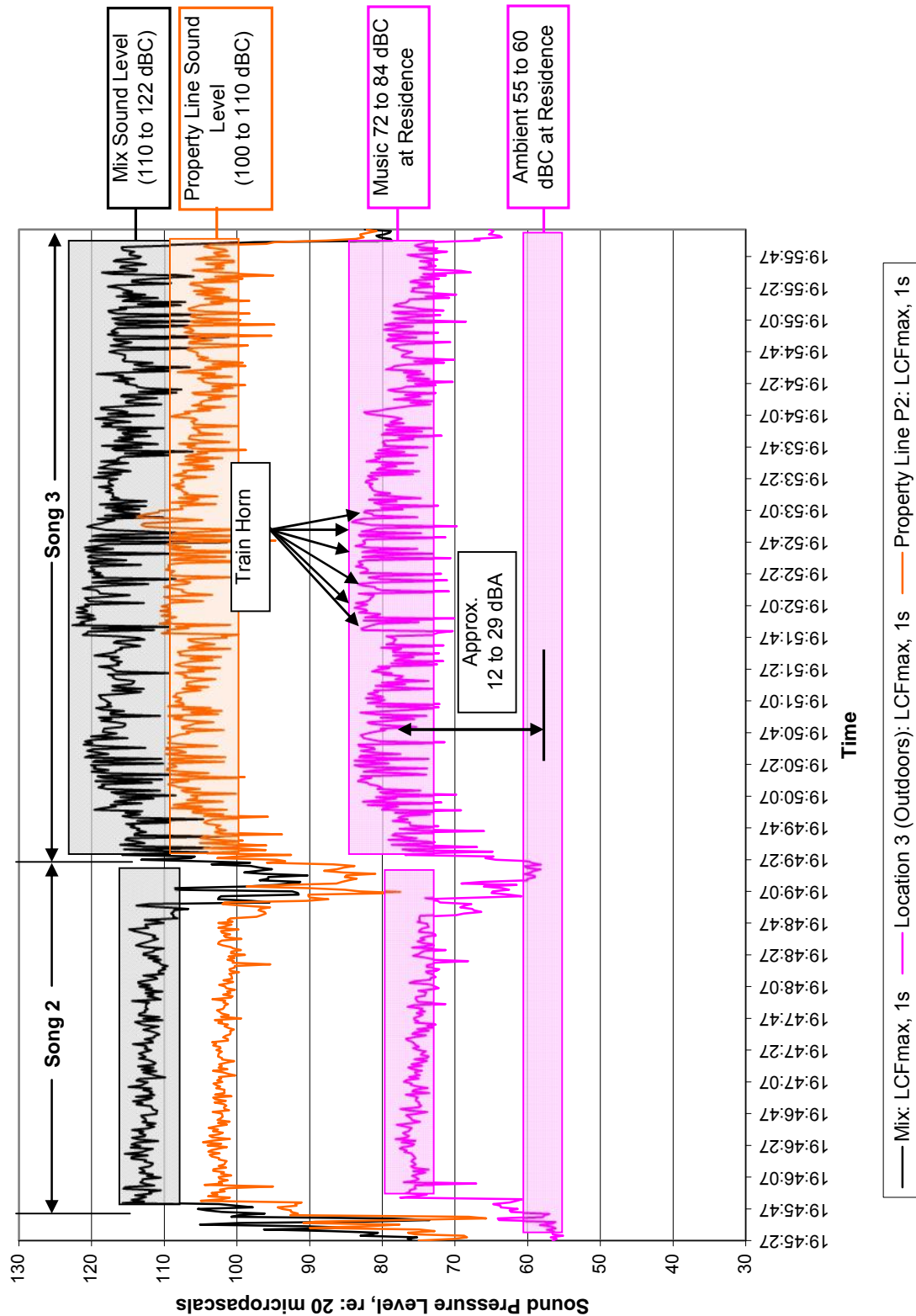
**Test #2 - Live Music at "Mid" and "High" Levels through Concert System
 Mix Position, Property Line Position P3, and Residence Location #1 (Indoors)**



**Test #4 - Live Music (6-Piece Band) at "Mid" and "High" Levels through Concert System
 Mix Position, Property Line Position P2, and Residence Location #3 (Outdoors)**



**Test #4 - Live Music (6-Piece Band) at "Mid" and "High" Levels through Concert System
 Mix Position, Property Line Position P2, and Residence Location #3 (Outdoors)**



**Leon County
Board of County Commissioners**

Notes for Agenda Item #21

Leon County Board of County Commissioners

Cover Sheet for Agenda #21

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Joint City-County Public Hearing on Adoption of a Proposed Comprehensive Plan Amendment to Expand the Woodville Rural Community

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Public Works and Community Development Wayne Tedder, Planning, Land Management and Community Enhancement (PLACE) Cherie Bryant, Planning Department Manager
Lead Staff/ Project Team:	Brian Wiebler, Principal Planner Laura M. Youmans, Assistant County Attorney Steve Hodges, Senior Planner

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Continue the Joint City/County public hearing on adoption of a proposed Comprehensive Plan Amendment to expand the Woodville Rural Community to allow the applicant additional time to prepare the implementing Planned Unit Development.

Report and Discussion

Background:

On May 28, 2013, the City and County Commissions passed motions to continue the proposed Comprehensive Plan Amendment to expand the Woodville Rural Community to the October 8, 2013 regularly scheduled meeting of the Board of County Commissioners to allow the applicant additional time to seek approval of a Planned Unit Development that addresses the following items (as included in the staff recommendation for this amendment).

- Limits the maximum allowed dwelling units to 416 for the combined site,
- Requires Advanced Wastewater Treatment within a specified period of time,
- Requires use of Low Impact Development design approach for all new development and redevelopment,
- Addresses transportation concurrency.

Currently, the Planned Unit Development proposal is not ready for review and approval by the Board. In order to allow the applicant additional time to prepare the implementing Planned Unit Development, staff is recommending the adoption public hearing be continued and rescheduled when the Planned Unit Development is positioned for Board approval. Prior to rescheduling the adoption hearing, the project will be reviewed by the Development Review Committee and the Planning Commission. The staff report for the proposed Comprehensive Plan Amendment is included as Attachment #1.

Analysis:

Staff members from the County Attorney's Office, Public Works and Development Support and Environmental Management divisions, and the Planning Department have been coordinating on the proposed Planned Unit Development. The applicant is targeting the October 2, 2013 Development Review Committee meeting.

Staff is continuing to work with the applicant on the requirement for the existing small wastewater treatment and disposal facility on the site to be upgraded to Advanced Wastewater Treatment standards within a specified period of time. The project site is located inside the Leon County Primary Springs Protection Zone and the Priority Focus Area 1 established for the Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP). The BMAP process, currently underway, is intended to develop actions and management strategies that stakeholders (including Leon County) will conduct to help reduce the nitrogen contribution to Wakulla Springs and the Upper Wakulla River. In addition, staff will be coordinating with the Florida Department of Environmental Protection staff regarding the wastewater treatment facility permit standards for the site, as the existing permit expires in 2014.

The rescheduling of the public hearing is not being set for a date and time certain; therefore, staff will re-advertise the public hearing in conjunction with the new advertisement for the public hearing on the Planned Unit Development. It is likely that scheduling the public hearing will exceed the 180 days allowed by Florida Statutes (163.3184(3)(c)1), between receipt of State agency comments on the Comprehensive Plan Amendment and adoption of the Amendment. Amendments that exceed the 180-day period are deemed withdrawn, unless extended by the Florida Department of Economic Opportunity. Planning Department staff members are coordinating with the applicant and State agency staff to secure the necessary time extension.

The Planning Department has communicated with the City Commission regarding the recommendation that the Joint City/County public hearing on the Comprehensive Plan Amendment be continued. The future adoption hearing date will be advertised and provided to the City of Tallahassee City Commission.

Options:

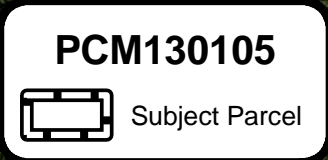
1. Continue the Joint City/County public hearing on adoption of a proposed Comprehensive Plan Amendment to expand the Woodville Rural Community to allow the applicant additional time to prepare the implementing Planned Unit Development.
2. Conduct the Joint City/County public hearing and do not adopt the proposed Comprehensive Plan Amendment to expand the Woodville Rural Community.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Staff report on the Proposed Comprehensive Plan Amendment

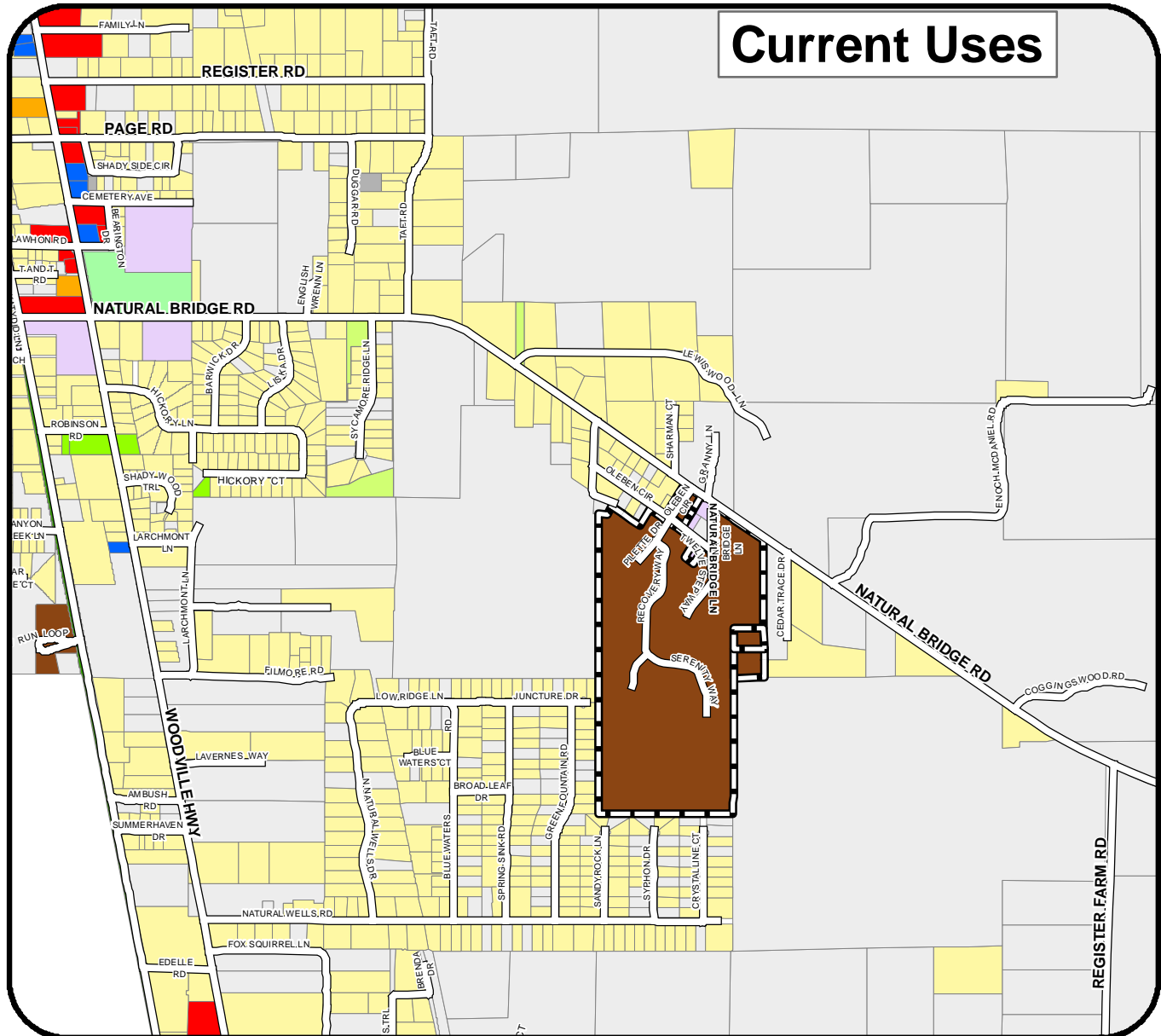


Woodville
Rural Community Expansion
PCM130105
Disc Village

SITE TAX ID:
33-15-20-602-0000
33-15-20-603-0000
33-16-20-407-0000

ACRES: 98.04 ±





Legend
s1seg_20120612
Subject Parcel

Current Uses (Oct. 2012)

- | | |
|------------------------------------|---|
| Single Family Detached/Mobile Home | Two-Family Dwelling |
| Multi-Family | Warehouse |
| Retail | School |
| Office | Open Space Common Areas |
| Government Operation | Open Space Resource Protection |
| Religious/Non-profit | Open Space Recreation/Parks |
| Vacant | Transportation/Communications/Utilities |

**Woodville
Rural Community
Expansion
PCM130105
Disc Village**




SITE TAX ID:
33-15-20-602-0000
33-15-20-603-0000
33-16-20-407-0000

ACRES: 98.04 ±



Future Land Use

Legend

-  Rural
-  Woodville Rural Community
-  Woodville RC with RP overlay



Subject Parcel



Owners Adjacent Parcel
To be Included in
a PUD with Subject Parcel

**Woodville
Rural Community
Expansion
PCM130105
Disc Village**

**Existing
Rural**
**Proposed
Woodville
Rural Community**



SITE TAX ID:
33-15-20-602-0000
33-15-20-603-0000
33-16-20-407-0000

ACRES: 98.04 ±



Existing

Proposed

ZONING

Legend



Subject Parcel



zoning

**Woodville
Rural Community
Expansion
PCM130105
Disc Village**

Existing

**R
(Rural)**

Proposed

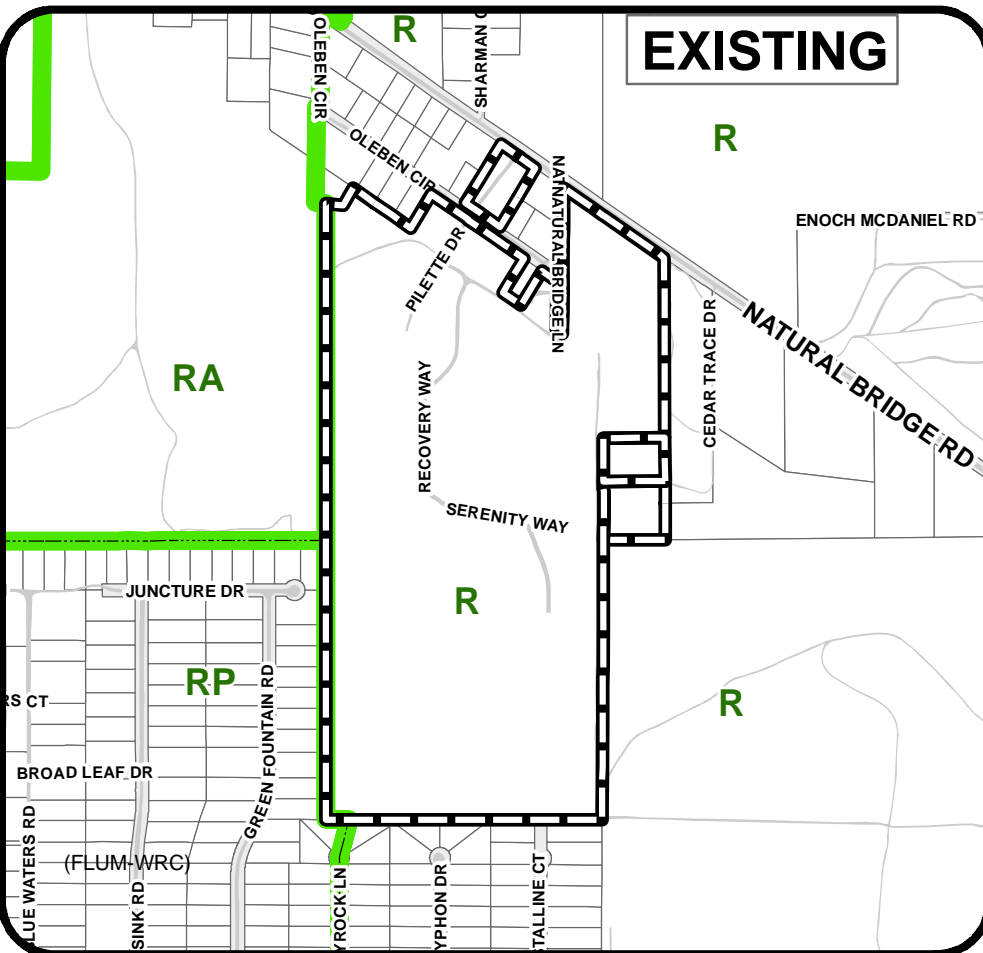
**PUD
(Planned
Unit Development)**

**SITE TAX ID:
33-15-20-602-0000
33-15-20-603-0000
33-16-20-407-0000**

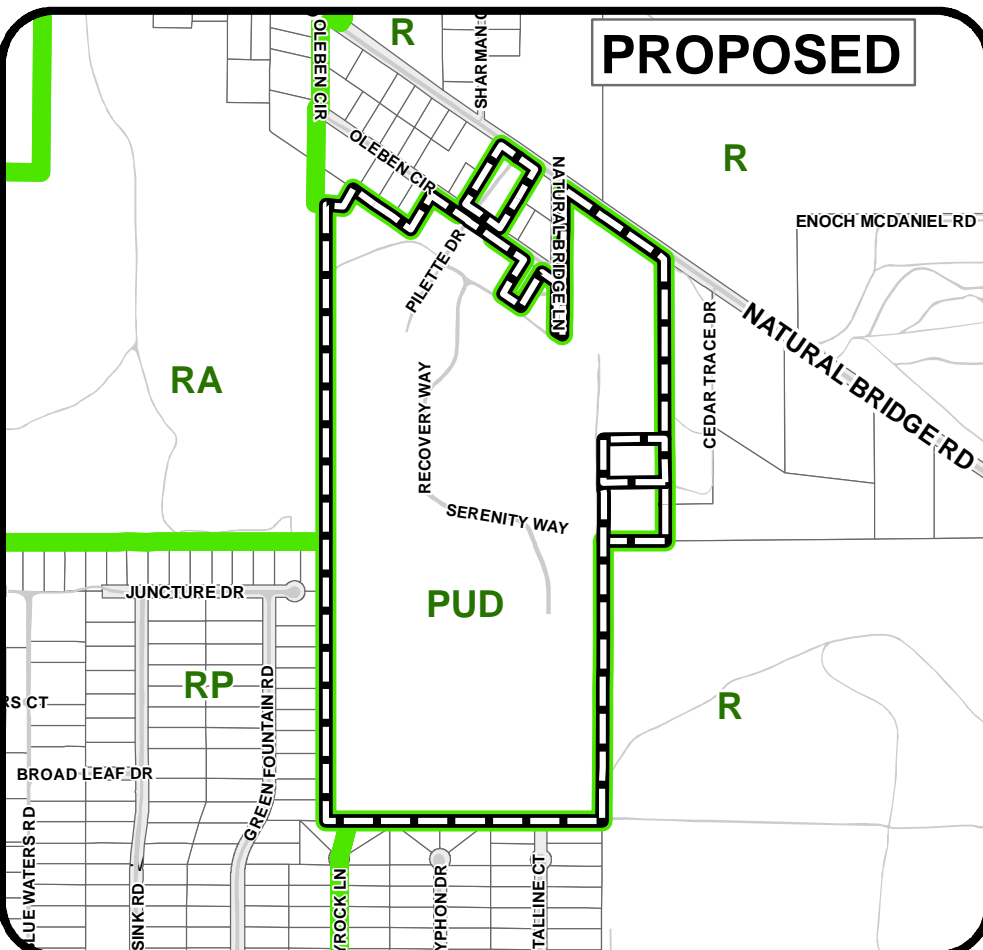
ACRES: 98.04 ±



EXISTING



PROPOSED



MAP AMENDMENT: PCM130105**APPLICANT: Woodville Properties****TAX I.D. #: 33-15-20-407-000 (94.6 acres), 33-15-20-602-000 (1.5 acres), 33-15-20-603-000, (2 acres)****CITY __ COUNTY X****CURRENT DESIGNATION: Rural****REQUESTED DESIGNATION: Woodville Rural Community****DATE: January 9, 2013****PRELIMINARY STAFF RECOMMENDATION: Approve proposed amendment PCM130105 subject to approval of a Planned Unit Development that:**

- 1. Limits the maximum allowed dwelling units to the maximum currently allowed for the combined site (estimated 416 residential units).**
- 2. Requires Advanced Wastewater Treatment within a specified period of time.**
- 3. Requires use of Low Impact Development design approach for all new development and redevelopment.**
- 4. Addresses transportation concurrency.**

A. SUMMARY:

This is a request to change the Future Land Use Map designation from “Rural” to “Woodville Rural Community” for three contiguous, developed parcels with a combined area of 98 acres located on the south side of Natural Bridge Road approximately one and 1/3rd of a mile east of Woodville Highway.

The current Rural future land use category allows single-family housing up to one dwelling unit per ten acres, minimal commercial uses designed to service basic household needs of adjacent residents, and passive recreational land uses. The proposed Woodville Rural Community category allows non-residential development limited to a maximum of 50,000 square feet per building and 50,000 square feet per parcel. Residential development is limited to a density of four (4) dwelling units per acre. Residential densities of up to eight (8) dwelling units per acre may be allowed through the transfer of development units system as provided for in Policy 4.2.5 of the Conservation Element.

The applicant is simultaneously proposing a Planned Unit Development (PUD) for the subject properties and an additional adjacent 101.4 acres currently within the Woodville Rural Community under the same ownership as the subject parcels (see Attachment #1). A PUD is a unique zoning district intended to accommodate development proposals not provided for or allowed in the current established zoning districts. This proposed PUD will incorporate the combined 199.4 acres (consisting of five parcels), and will allow only the current, pre-amendment development rights to build an estimated maximum of 416 residential dwelling units.

The intent of the land use change and PUD is to convert over time the existing DISC Village into an independent and assisted living retirement community.

B. REASONS FOR RECOMMENDATION FOR APPROVAL:

1. The existing DISC Village is a legal non-conforming use under its current Rural land use category. Eliminating this non-conformity will allow for further investment in the property and provide some flexibility for future use of the property.
2. The subject property, when combined with an adjacent parcel that would be incorporated into the PUD as proposed by the applicant, is within one and 1/3 mile of the area of Woodville that is built up with commercial land uses, and is designated as a growth node in the Regional Mobility Plan.
3. The applicant has applied for a PUD that would be limited to estimated maximum of 416 residential dwelling units within the combined 199.4 acres under common ownership as the DISC Village, as well as incorporate other requirements of Policy 4.2.5 of the Conservation Element. These requirements include, as applied to this proposed land use amendment and accompanying PUD, new development to connect to sewer facilities designed to achieve Advanced Wastewater Treatment standards; the use of Low Impact Development planning and practices, particularly as they apply to stormwater management; and no net increase in dwelling units within the Primary Springs Protection Zone (in which the subject property is located).
4. As part of the development of a PUD, the applicant will be required to specifically identify allowable land uses and their densities and intensities, and all specific impacts from this proposed development, the phasing of development and any required infrastructure or other mitigation, including transportation impacts, and any needed improvements or other options for wastewater treatment and disposal consistent with Policy 4.2.5.

C. APPLICANT'S REASON FOR THE AMENDMENT:

The applicant has stated that their purpose for requesting this land use change is to make the land use designation conform to the existing use of the property as the non-profit DISC Village. Another reason is to allow more flexibility for the reuse and redevelopment of the Village and a 101.4 acre parcel immediately west of the subject property (this adjacent property is currently within the Woodville Rural Community). The applicant is proposing the conversion of a portion of the existing facilities into a residential and nursing home facility for senior citizens with a mix of independent and assisted living facilities, including nursing services and extended congregate care facilities.

D. STAFF ANALYSIS

DISC Village is a non-profit community-based agency that has been in operation for nearly 40 years. It is one of the largest and most comprehensive prevention, intervention and treatment agencies in Florida. DISC Village provides delinquency and substance abuse prevention/intervention programs in Leon County and North Florida.

Originally established as a Drug Information Service Center (DISC) on the grounds of Florida State University, DISC Village established in 1971 one of the state's first therapeutic communities for adolescents. This therapeutic community provides services for delinquent adolescent males and substance abusing adults on a residential services campus in Woodville, Florida. The Woodville Campus, approximately 15 miles south of Tallahassee, includes several program buildings, an educational/vocational facility, recreational building, sports areas and a ROPES course, community meeting space, central nursing center, and an administrative building. The campus serves as a location for both juvenile and adult residential programs. Clients may be voluntary or court-ordered to the programs on this campus.

The applicant has stated that the funding sources that have historically supported the DISC Village are declining over time. Therefore, in order to keep the facilities and land intact, it is necessary for the Village to change its focus and use. The market for personal services for a facility the size and type of the Village is in senior citizen residential-based care, which is a growing market nationwide. The proposed land use change and accompanying rezoning is intended to allow more flexibility for the reuse and redevelopment of the Village and a 99.6 acre parcel immediately west of the subject property into a residential and nursing home facility for senior citizens. The applicant is proposing to provide a mix of independent and assisted living facilities, including nursing services and extended congregate care facilities. This will include the conversion of one or more of the existing DISC Village buildings into facilities to serve the daily care needs of the anticipated resident population, and the construction over time of several hundred residential "cottages" for senior citizens who are able to and prefer to remain independent. A more reduced version of the present DISC Village would be relocated to the northeast portion of the subject property.

The requested zoning is a Planned Unit Development (PUD) for the subject property and the co-owned parcel to the west. The applicant proposes to work with the County's Department of Development Support and Environmental Management to develop a PUD concurrent with the proposed land use amendment.

Existing FLUM & Zoning

The subject parcels are within the unincorporated area and have a current Future Land Use Map (FLUM) and zoning designation of Rural. This area is characterized by low-density residential housing and larger parcels utilized for silvicultural activities.

Rural/Agriculture (Rural¹) Land Use

The Rural land use category is characterized by largely undeveloped acreage remotely located away from urbanized areas containing the majority of the County's present agricultural, forestry and grazing activities. These areas are intended to maintain and promote present and future agriculture land uses, and prohibit residential sprawl into remote areas lacking basic urban infrastructure services. They are not intended to be scheduled for urban activity during the Plan Horizon due to lack of present and/or scheduled urban infrastructure services.

The Rural FLUM designation is further characterized by very low residential density (1 unit per 10 acres) and minimal commercial uses designed to service basic household needs of adjacent residents, as well as passive recreational land uses. Industrial and

¹Leon County refers to this category as "Rural" only.

ancillary commercial land uses associated directly with the timbering and/or agribusiness are permitted.

Rural Zoning

The Rural zoning district includes undeveloped and non-intensively developed acreage remotely located away from urbanized areas. This district contains the majority of the county's present agricultural, forestry, and grazing activities.

Urban land use intensities are not anticipated during the time frame of the comprehensive plan, due to lack of urban infrastructure and services. Very low residential density (one unit per ten acres) and small scale commercial activities designed to service basic household needs of area residents are allowed, as well as passive recreational land uses. Industrial and ancillary commercial land uses directly associated with the timbering and/or agribusiness are permitted. This district is intended to maintain and promote present and future agricultural and silvicultural uses, and to prohibit residential sprawl into remote areas lacking basic urban infrastructure and services.

Proposed FLUM & Zoning

Woodville Rural Community Land Use

The primary intent of the Woodville Rural Community land use category is to protect this unique rural community through specific objectives and policies designed to address the issues unique to Woodville. Towards this goal, residential development is limited to a density of four (4) dwelling units per acre. However, residential densities of up to eight (8) dwelling units per acre may be allowed through the transfer of development units as provided for in Policy 4.2.5 of the Conservation Element.

Non-residential development is limited to a maximum of 50,000 square feet per building and 50,000 square feet per parcel.

Planned Unit Development Zoning

The planned unit development (PUD) zoning district is intended to provide a method by which proposals for a unique zoning district which are not provided for or allowed in the zoning districts otherwise established by the land development code may be evaluated.

In the County, the standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining in the Board of County Commissioners the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare.

As described in Section 10-6.696 of Leon County's land development regulations, the PUD district is intended to:

- (1) Promote more efficient and economic uses of land.
- (2) Provide flexibility to meet changing needs, technologies, economics, and consumer preferences.
- (3) Encourage uses of land which reduce transportation needs and which conserve energy and natural resources to the maximum extent possible.
- (4) Preserve to the greatest extent possible, and utilize in a harmonious fashion, existing landscape features and amenities.
- (5) Provide for more usable and suitably located recreational facilities, open spaces and scenic areas, either commonly owned or publicly owned, than would otherwise be provided under a conventional zoning district.
- (6) Lower development and building costs by permitting smaller networks of utilities and streets and the use of more economical building types and shared facilities.
- (7) Permit the combining and coordinating of land uses, building types, and building relationships within a planned development, which otherwise would not be provided under a conventional zoning district.

E. ENVIRONMENTAL FEATURES & IMPACT ON INFRASTRUCTURE:

1. Environmental Features

The subject parcels are located within the Woodville Recharge drainage basin and the Primary Springs Protection Zone as mapped in the City and County Code. Approximately half of the subject area is forested, but it has been clear-cut in the past.

County environmentally sensitive area maps indicated the presence of several potential karst features on the southern half of the subject area, which is presently primarily undeveloped, but does include the 0.8 acre wastewater spray field for the existing facility. This karst potential is based on digital elevation modeling, and review by a licensed geologist is appropriate prior to any development in these areas. There are no other known environmentally sensitive features in the subject area.

2. Water/Sewer

The subject property is outside of the established Urban Services Area. However, according to the City of Tallahassee, adequate water service is available for the proposed land use and zoning categories.

DISC Village currently has an active permit issued by the Florida Department of Environmental Protection for an existing activated sludge wastewater treatment facility (WWTF) with reclaimed water reuse sent to a rapid rate land application system (sprayfield). The permit is for a 0.030 million gallon per day (MGD) annual average daily flow. The residual materials are transported to the City of Tallahassee's T.P. Smith WWTF for disposal.

3. Other

Roads

Natural Bridge Road is a major collector. The applicant has provided a preliminary traffic impact analysis as part of the land use amendment application. This analysis acknowledges that, based on the maximum development potential allowed by the requested land use

change, it is anticipated that the proposed land use designation of Woodville Rural Community will have some level of impact on the local transportation network, including Natural Bridge Road.

A more precise accounting of these impacts will depend on the number and type of residential or other units, access points, and any additional development or redevelopment. This accounting is normally analyzed in detail at the site plan level prior to the issuance of any development permits, but, given the unique nature of the proposed development and the desire of the applicant to create a PUD, it will be more useful to analyze the transportation impacts at this level.

Policy 1.2.2 of the Capital Improvements Element requires that future development shall pay for its proportional share of the capital improvements needed to address the impact of such development. If deficiencies are anticipated, local government may use a “significant benefit” approach to assess proportionate fair-share mitigation in order to schedule improvements addressing the identified deficiency(ies) on the impacted facility(ies) to meet the requirements for financial feasibility. Future development on the subject site can mitigate under this policy by paying its proportional share of any needed improvements to provide sufficient capacity into the Significant Benefits account for this area of the County.

Transit Availability

StarMetro does not provide bus service south of Capital Circle South.

Bicycle/Pedestrian Facilities Availability

No sidewalks or bicycle facilities currently exist along Natural Bridge Road east of Woodville Highway. Bicycle lanes have been proposed by the Capital Regional Transportation Planning Agency along Natural Bridge Road from Woodville Highway to Taff Road, as well as paved shoulders from Taff Road east to Old Plank Road, but to date no funding has been identified for either of these projects.

4. Schools

The site is zoned for Woodville Elementary School, Nims Middle School, and Rickards High School. The potential impact on available public school capacity is indicated in the following table:

School Name	Woodville Elementary	Nims Middle	Rickards High
Potential Students Generated	0	0	0
Present Capacity	0	0	0
Post Development Capacity	0	0	0

Preliminary calculations are provided by School Board staff based on the maximum residential development allowed under the requested future land use category. Because the proposed development on the subject site will be limited to residents 55 or older, it is anticipated that there will be no students generated as a result of this land use amendment.

Final school concurrency calculations will be conducted during the development of a PUD for the subject property and an adjoining parcel, and when a site plan for proposed development is submitted.

5. 5-Year Capital Improvements Projects

None.

F. VESTED / EXEMPT STATUS:

Not applicable.

G. PLANNING ISSUES

Wastewater Treatment

Policy 4.2.5 of the Conservation Element (Attachment #2) addresses protection of Wakulla Springs by requiring the establishment of a mapped Primary Spring Protection Zone (PSPZ) for Wakulla Springs that is based on the Leon County Aquifer Vulnerability Assessment (LAVA). Subsection 1 of this policy requires that the preferred method of wastewater treatment in the PSPZ within the Woodville Rural Community and the Urban Services Area shall be connection to sewer facilities designed to achieve Advanced Wastewater Treatment standards. The subject property is presently serviced by an existing activated sludge wastewater treatment facility with reclaimed water reuse sent to a rapid rate land application system (sprayfield). The permit is for a 0.030 million gallon per day (MGD) annual average daily flow.

If this WWTF facility is intended to be utilized by the redevelopment of the subject property, its present capacity will need to be expanded to treat the anticipated 300-400 residential units being planned. In addition, this facility at present is required to meet state drinking water quality standards for total nitrogen (10mg/L) in the effluent released to the sprayfield. Given the eventual 3.0 mg/L water quality standard for total nitrogen that the City of Tallahassee is required by its state permit to achieve for its sprayfield north of the subject property, and the location of the subject property within the PSPZ, the DISC Village WWTF should be required to meet similar advanced wastewater treatment standards as a condition of the applicant receiving the requested land use change in order to be consistent with Policy 4.2.5.

In addition, this policy requires new development and redevelopment in the PSPZ to use a Low Impact Development (LID) approach to minimize adverse impacts of development on water quality and Wakulla Springs. The development and redevelopment of the subject property should use LID design principles to the maximum extent possible as a condition of the applicant receiving the requested land use change in order to be consistent with Policy 4.2.5.

Transportation

The applicant has conducted a preliminary traffic impact analysis that indicates potential impacts on the local transportation system from an increase in automotive trips resulting from the proposed land use amendment. This analysis was submitted as part of the land use amendment application.

At a public meeting held by the applicant at the Woodville Elementary School on November 28, 2012, there were several concerns voiced by members of the public about transportation impacts from the redevelopment of the DISC Village. These issues included speeding and the number of

potential trips this proposed development would create. Other similar concerns were expressed to the Planning Department through several letters and telephone calls.

The applicant stated in their preliminary traffic impact analysis that the proposed use of the property as a senior assisted living facility and nursing home would not generate the number of trips estimated by standard professional manuals for a development of this kind, and that the number of trips would be substantially lower than initially calculated. No other materials were provided in the application to substantiate this claim.

Based on public concerns, the lack of specificity as to exactly what is proposed, where it would be located, and the timing of its development, as well as the lack of sidewalks and traffic lights in the Woodville area, it is recommended that the applicant conduct a more formal traffic study as part of the requested PUD as a condition of the applicant receiving the requested land use change. The Concurrency Management Section of DSEM further recommends that the proposed traffic study be consistent with the Leon County Concurrency Management Policies and Procedures Manual, 2006, or as may be amended from time to time.

Allowable Residential Density

At present, the total number of allowable dwelling units within the subject property is 11. If the proposed land use amendment is approved, the current number of allowed dwelling units in the subject property would increase from 11 to 390. The number of allowed dwelling units in the two adjacent parcels in the Woodville Rural Community area that will be incorporated into the PUD is 379.

The total of currently allowed dwelling units for the five parcels together is 390. If the proposed land use amendment is approved and these parcels are incorporated into the proposed PUD, the total number of allowed dwelling units for the five parcels together would be 769.

Policy 4.2.5 of the Conservation Element prohibits any net increase in dwelling units in the PSPZ as allowed by the Future Land Use Map on April 10, 2009. Parcels for which an increase in allowable dwelling units is requested (from a land use or zoning change) must transfer an existing equivalent number of development rights from another area within the PSPZ so that no net increase in allowable residential units can occur.

If the land use amendment is approved, the number of allowed dwelling units in the five parcels would result in a net increase in the number of legally allowed dwelling units within the PSPZ by 379 units. In order for this to occur, the development rights for the estimated 416 residential dwelling units would have to be transferred from other areas in the PSPZ to be consistent with Policy 4.2.5. In order to avoid doing this, the applicant has proposed a PUD that would cap the allowable number of dwelling units to that currently allowed (an estimated 416 residential dwelling units). The table below indicates the acreage, units per acre, and total estimated residential units for this area.

Tax ID	Acreage²	Current Allowable Density (Residential Units/Acre)	Current Number Of Units Allowed (Residential Units/Acre)	New Allowable Density (Residential Units/Acre)	New Number of Units Allowed (Residential Units/Acre)
Subject Parcels					
3316204070000	94.6	1/10	9	4/1	378
3315206020000	1.5	1/10	1	4/1	5
3315206030000	2.0	1/10	1	4/1	8
total	98.0		11		390
Additional Parcels to be Incorporated Into PUD					
3316204020000	99.6	4/1	398	4/1	398
3316200020000	1.8	4/1	7	4/1	7
total	101.4		405		405
Grand Total	199.4		416		795

Limiting the total allowed dwelling units in the PUD to those currently allowed would result in an estimated 416 residential dwelling units spread across the combined 199.4 acres presently under common ownership as the DISC Village. If the proposed land use amendment is approved and the number of dwelling units capped to 416, the land use change with the PUD in place would be consistent with Section 4 (c) of Policy 4.2.5 [C].

Allowable Non-residential Uses

The allowed square footage of non-residential uses within the Woodville Rural Community land use category is limited to a maximum of 50,000 square feet per building and 50,000 square feet per parcel. If the land use designation of the subject property (comprising three parcels) is allowed to be changed to the requested category, the applicant would be entitled to a maximum of 150,000 square feet.

At present, there are approximately 85,000 square feet of existing non-residential development on the subject property. If the land use change occurs, the applicant would gain an additional 65,000 square feet of non-residential development rights.

There are two parcels already designated Woodville Rural Community that the applicant intends to include in the PUD. If added to the three parcels that comprise the subject property, if the PUD is assembled, the applicant would have a maximum allowed 250,000 square feet of non-residential development rights (a net gain of 165,000 square feet, given the existing 85,000 square feet on the subject property). The following table summarizes the existing and proposed non-residential uses.

² From Property Appraiser's Legal Description.

Tax ID	Current Allowable Non-Residential Use (Square Feet)	Proposed Allowable Non-Residential Use (Square Feet)
Subject Parcels		
3316204070000	0	50,000
3315206020000	0	50,000
3315206030000	0	50,000
total		150,000
Additional Parcels to be Incorporated Into PUD		
3316204020000	50,000	50,000
3316200020000	50,000	50,000
total	100,000	100,000
Grand Total		250,000

The specific uses and maximum square footage allowed will be established within the PUD.

Local Government Priorities

The Leon County Board of County Commissioners' FY 2012 & FY 2013 Strategic Plan includes several strategic priorities and corresponding initiatives designed to implement these priorities. One of the initiatives under the Environmental strategic priority includes developing and implementing strategies which plan for environmentally sound growth in the Woodville Rural Community. These strategies that this proposed amendment may be consistent with include:

- (1) Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension; and
- (2) Promote concentrated commercial development in Woodville.

The provision of sanitary sewer as part of the proposed conversion and expansion of the DISC Village, while not connected with the City's existing centralized sanitary sewer system, nevertheless will provide a similar level and scope of wastewater treatment in an area that is serviced at present by onsite sewer treatment and disposal systems (OSTDS). It is also possible that this system could be connected to a more centralized sewer system in the future, which would reduce the number of conversions from OSTDS to centralized wastewater treatment.

The increased number of residential units, including those oriented towards a senior citizen population that may not choose or cannot drive to Tallahassee to shop, eat, and take advantage of other commercial services, may also help promote additional commercial development in Woodville.

Regional Mobility Plan

A significant component of the Capital Regional Transportation Planning Agency's Regional Mobility Plan (RMP) is the selection of a "preferred growth scenario" that will affect growth patterns and the nature of transportation infrastructure investment over the coming decades. The

CRTPA Board selected Scenario #3, termed “Quality Growth Plus.” This scenario is intended to promote infill development, optimize current transportation infrastructure, and focus growth in concentrated areas.

Implementation of this scenario is intended to lead to a regional urban structure that consists of a primary core (the Tallahassee multi-modal transportation district) and a series of outlying nodes that represent smaller urban centers in Gadsden, Jefferson, Leon, and Wakulla counties. The Woodville Rural Community is one of these nodes.

The nodes are intended, among other objectives, to foster access to goods and services, provide interconnectivity, including regional connectivity to employment, education, and activity centers, and to utilize multiple modes of transportation.

H. CONCLUSION:

Based upon the above data and analysis, Planning Department staff concludes the following:

1. The existing DISC Village is a legal non-conforming use under its current Rural land use category. Eliminating this non-conformity will allow for further investment in the property and provide some flexibility for future use of the property.
2. The subject property, when combined with an adjacent parcel that would be incorporated into the PUD as proposed by the applicant, is within one and 1/3 mile of the area of Woodville that is built up with commercial land uses, and is designated as a growth node in the Regional Mobility Plan.
3. The applicant has applied for a PUD that would be limited to an estimated 416 residential dwelling units within the combined 199.4 acres under common ownership as the DISC Village, as well as incorporate other requirements of Policy 4.2.5 of the Conservation Element. These requirements include, as applied to this proposed land use amendment and accompanying PUD, new development to connect to sewer facilities designed to achieve Advanced Wastewater Treatment standards; the use of Low Impact Development planning and practices, particularly as they apply to stormwater management; and no net increase in dwelling units within the Primary Springs Protection Zone (in which the subject property is located).
4. As part of the development of a PUD, the applicant will be required to specifically identify allowable land uses and their densities and intensities, and all specific impacts from this proposed development, the phasing of development and any required infrastructure or other mitigation, including transportation impacts, and any needed improvements or other options for wastewater treatment and disposal consistent with Policy 4.2.5.

Based on this analysis and its conclusions, Planning Department staff recommends the approval of the proposed amendment PCM130105 subject to the approval of a Planned Unit Development that:

1. Limits the maximum allowed dwelling units to an estimated 416 residential dwelling units for the combined site,
2. Requires Advanced Wastewater Treatment within a specified period of time,
3. Requires use of Low Impact Development design approach for all new development and redevelopment,
4. Addresses transportation concurrency.

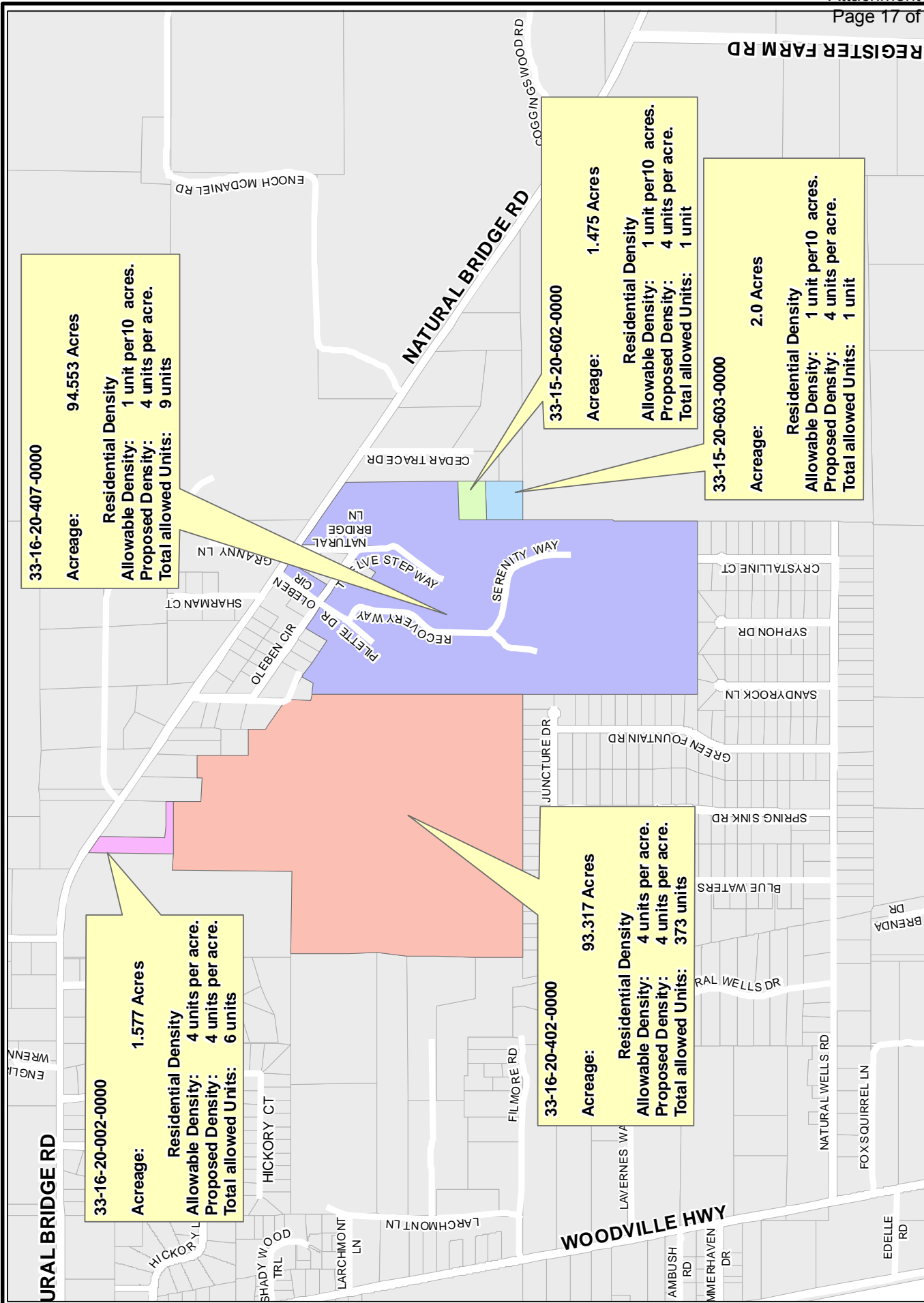
I. ATTACHMENTS:

Attachment #1: Location of Proposed PUD, Acreage, and Existing and Allowable Densities

Attachment #2: Policy 4.2.5 of the Conservation Element



PCM 130105 Residential Densities



Policy 4.2.5: [C] (Effective 4/10/09; Revision Effective 12/15/11)

By 2010, local government shall adopt in the Land Development Regulations a mapped Primary Spring Protection Zone (PSPZ) for Wakulla Springs based on the Leon County Aquifer Vulnerability Assessment (LAVA). Land development regulations shall be adopted to establish additional requirements and regulations within the PSPZ to minimize the adverse impacts of development on groundwater recharge quality and quantity. At a minimum, local government shall address the items below:

1. The preferred method of wastewater treatment in the PSPZ within the Woodville Rural Community and the USA shall be connection to sewer facilities designed to achieve Advanced Wastewater Treatment standards. Land development regulations and the Water and Sewer Agreement shall be amended to include enhanced requirements for new development and redevelopment to connect to Advanced Wastewater Treatment facilities. The costs of required sewer connections in the PSPZ shall be borne in part or in whole by the developer.
2. When connection to sewer facilities designed to achieve Advanced Wastewater Treatment standards is not available, new development and redevelopment in the PSPZ shall use Performance Based On-Site Treatment Disposal Systems (OSTDS) as defined in Policy 1.2.6: [SS]. Existing traditional OSTDS shall be upgraded to Performance Based OSTDS when the traditional OSTDS fails, as defined in the Florida Administrative Code. A process providing alternatives to upgrading to a Performance Based OSTDS at the time of traditional OSTDS failure may be developed for low-income households. To ensure that all existing traditional OSTDS and new Performance Based OSTDS function effectively, local government shall designate or institute a Responsible Management Entity and supporting fee structure.
3. New development and redevelopment in the PSPZ shall use a Low Impact Development approach, in addition to conventional water quality treatment infrastructure required outside the PSPZ, to minimize adverse impacts of development on water quality and Wakulla Springs. Land development regulations shall specify the mechanism for implementing the Low Impact Development planning and design approach.
4. Establish a transfer of development units system within the PSPZ to foster growth in Woodville Rural Community, increase the feasibility of providing centralized sewer service, and protect Wakulla Springs. The transfer of development units system shall be based on the policies below:
 - (A) The Rural and Urban Fringe Future Land Use Map categories inside the PSPZ shall be designated as the sending areas to transfer dwelling units out of. Expansion of the Urban Fringe Future Land Use Map category shall not be allowed in the PSPZ.
 - (B) Areas inside the Woodville Rural Community Future Land Use Map category, where connection to sewer facilities designed to achieve Wastewater Treatment standards is available and required, shall be designated to receive dwelling units.
 - (C) No net increase in dwelling units, as allowed by the Future Land Use Map on the effective date of this policy, shall be allowed in the PSPZ. Areas inside the USA are

exempt from this policy and may increase in allowed density when consistent with applicable Comprehensive Plan policies. Approval of a Future Land Use Map amendment outside the USA that would allow an increased number of dwelling units shall require appropriate documentation that rights to the number of increased dwelling units have been, or are committed by a legally binding agreement to be, acquired from the designated sending areas.

5. Restrict fertilizer content and application rates within the PSPZ.
6. Protection of environmentally sensitive areas and features within the PSPZ shall be a priority for the local government environmental land acquisition program.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Public Hearing on Proposed Ordinance for Adoption of the Annual Update to the Capital Improvements Schedule in the 2030 Tallahassee-Leon County Comprehensive Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Public Works and Community Development Wayne Tedder, Planning, Land Management and Community Enhancement (PLACE)
Lead Staff/ Project Team:	Cherie Bryant, Planning Department Manager Dan Lucas, Senior Planner

Fiscal Impact:

This item has been budgeted and adequate funding is available.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance updating the Capital Improvements Schedule in the 2030 Tallahassee-Leon County Comprehensive Plan and update Capital Improvements Element Policy 1.2.8 to adopt, by reference, Leon County Schools' 2013-2014 five-year District Facilities Work Program into the five-year Schedule of Capital Improvements (Attachment #1).

Report and Discussion

Background:

The annual update to the Five-Year Capital Improvements Schedule (CIS) in the 2030 Tallahassee-Leon County Comprehensive Plan comes before the Board for consideration following the adoption of the budget for FY 2013/14. Updating the CIS in the Comprehensive Plan is adopted by ordinance and, since statutory changes made in 2011, may not be deemed to be amendments to the local comprehensive plan. Capital improvements required in the CIS include:

- sanitary sewer,
- solid waste,
- drainage,
- potable water, and
- transportation facilities, including mass transit.

Analysis:

Pursuant to §163.3177(3)(b), F.S., the Capital Improvements Element must be reviewed by the local government on an annual basis. The CIS consists of excerpts from the County and City of Tallahassee adopted Capital Improvements Programs, the five-year capital plans from Capital Region Transportation Planning Agency (CRTPA), and any Significant Benefit projects funded by proportionate share payments.

Additionally, the CIS includes the School District's five-year District Facilities Work Program, adopted by reference into the Comprehensive Plan. As part of the annual Capital Improvements Schedule update, staff recommends updating Capital Improvements Element Policy 1.2.8 to adopt, by reference, Leon County Schools' 2013-2014 five-year District Facilities Work Program into the five-year Schedule of Capital Improvements:

Capital Improvements Element Policy 1.2.8

Leon County Schools' 2012-2013 five-year District Facilities Work Program (as adopted by Leon County Schools on September 25, 2012) is hereby adopted by reference into the five-year Schedule of Capital Improvements. The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

The 2013 CIE update is now before the Board for consideration incorporating portions of the County's Capital Improvements Program adopted by the Board during the FY 2013/2014 budget hearings. The request has been noticed and advertised in accordance with the provisions of the *Leon County Land Development Code* (Attachment #2). Staff recommends adoption of the update to the Capital Improvements Schedule.

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance updating the Capital Improvements Schedule in the 2030 Tallahassee-Leon County Comprehensive Plan and update Capital Improvements Element Policy 1.2.8 to adopt, by reference, Leon County Schools' 2013-2014 five-year District Facilities Work Program into the five-year Schedule of Capital Improvements (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance updating the Capital Improvements Schedule in the 2030 Tallahassee-Leon County Comprehensive Plan and do not update Capital Improvements Element Policy 1.2.8 to adopt, by reference, Leon County Schools' 2013-2014 five-year District Facilities Work Program into the five-year Schedule of Capital Improvements.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Notice of Public Hearing

ORDINANCE NO. 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2030 TALLAHASSEE/LEON COUNTY COMPREHENSIVE PLAN; UPDATING CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, empower the Board of County Commissioners of Leon County, Florida, to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empower and require the Board of County Commissioners of the County of Leon to (a) plan for the county's future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the county; (c) implement adopted or amended comprehensive plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purposes of the Act; and

WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City of Tallahassee also adopted a plan for its municipal area by separate ordinance; and

WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is now 2030 and the Comprehensive Plan is now known as the "Tallahassee-Leon County 2030 Comprehensive Plan" pursuant to the latest Evaluation and Appraisal Report; and

WHEREAS, Section 163.3177(3)(b), Florida Statutes, requires Leon County to perform an annual review and modification, as necessary, of the Capital Improvements Element of the Comprehensive Plan; and

1 WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, modifications to
2 update the 5-year capital improvements schedule may be accomplished by ordinance and may
3 not be deemed to be amendments to the local comprehensive plan; and

4 WHEREAS, pursuant to Section 163.3187(1)(c), Florida Statutes, the Board of County
5 Commissioners of Leon County held a public hearing with due public notice having been
6 provided on this update to the comprehensive plan; and

7 WHEREAS, the Board of County Commissioners of Leon County further considered all
8 oral and written comments received during such public hearing, including the data collection and
9 analyses packages and the recommendations of the Tallahassee-Leon County Local Planning
10 Agency; and

11 WHEREAS, in exercise of its authority the Board of County Commissioners of Leon
12 County has determined it necessary and desirable to adopt this update to the comprehensive plan
13 to preserve and enhance present advantages; encourage the most appropriate use of land, water
14 and resources, consistent with the public interest; overcome present handicaps; and deal
15 effectively with future problems that may result from the use and development of land within
16 Leon County, and to meet all requirements of law;

17 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,
18 that:

19 **Section 1. Purpose and Intent.**

20 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
21 authority set out in, the Local Government Comprehensive Planning and Land Development
22 Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, as amended.

23 **Section 2. Capital Improvements Element Update.**

24 The Ordinance does hereby adopt the following portion of the text attached hereto as
25 Exhibit "A," and made a part hereof, as an update to the Tallahassee-Leon County 2030
26 Comprehensive Plan, as amended, and does hereby update "The Tallahassee-Leon County 2030
27

Comprehensive Plan,” as amended, in accordance therewith, being an annual update to the following Plan element:

FY 2013/14 – Capital Improvements Schedule, which relates to the Capital Improvements Element.

Section 3. Capital Improvements Element Policy 1.2.8.

The Ordinance does hereby adopt the following portion of the text attached hereto as Exhibit “A,” and made a part hereof, as an update to the Tallahassee-Leon County 2030 Comprehensive Plan, as amended, and does hereby update “The Tallahassee-Leon County 2030 Comprehensive Plan,” as amended, in accordance therewith, being an annual update to the following Plan element:

FY 2013/14 – Capital Improvements Element Policy 1.2.8, which relates to the Capital Improvements Element.

Section 4. Applicability and Effect.

The applicability and effect of this update to the 2030 Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, this Ordinance, and shall apply to all properties under the jurisdiction of Leon County.

Section 5. Conflict with Other Ordinances and Codes.

All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7. Copy on File.

To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon County 2030 Comprehensive Plan and these updates thereto, shall also be located in the Tallahassee-Leon County Planning Department. The Planning Director shall also make copies available to the public for a reasonable publication charge.

Section 7. Effective Date.

The effective date of this Plan update shall be according to law and the applicable statutes and regulations pertaining thereto.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this _____ day of _____, 2013.

LEON COUNTY, FLORIDA

BY: _____
NICHOLAS MADDOX, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

BY: _____
CLERK

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

EXHIBIT A

TEXT UPDATE FY 2014 – FY 2018 CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8 AS ADOPTED:

Capital Improvements Element Policy 1.2.8

Leon County Schools' 201~~23~~³⁴-201~~34~~³⁵ five-year District Facilities Work Program (as adopted by Leon County Schools on September 2~~5~~⁴, 201~~23~~³⁴) is hereby adopted by reference into the five-year Schedule of Capital Improvements. The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

**TEXT UPDATE
FY 2014 – FY 2018
CAPITAL IMPROVEMENTS SCHEDULE
AS ADOPTED:**

LEON COUNTY

CAPITAL IMPROVEMENTS SCHEDULE



Components of the Schedule of Capital Improvements:

- Leon County 5-year Capital Improvements Program excerpts
- CRTPA 5-year Transportation Improvement Program, Major Capacity
- CRTPA Regional Mobility Plan (RMP) Priority Project List
- Significant Benefit Project Priority List

Leon County Board of County Commissioners**CIE Schedule of Projects Plan Amendment FY 2014 - FY 2018****Funding Source: Proportionate Share Accounts**

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
125 Beechridge Trail Improvements	246,662	-	-	-	-	-	246,662
125 Pullen/Old Bainbridge Intersection	292,903	-	-	-	-	-	292,903
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>							
125 Lafayette Street Stormwater	850,000	-	-	-	-	-	850,000
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
125 Intersection & Safety Improvements ¹	361,300	-	-	-	-	-	361,300
125 North Monroe Turn Lane	1,000,000	-	-	-	-	-	1,000,000
GRAND TOTAL	2,750,865	-	-	-	-	-	2,750,865

Funding Source: Capital Improvement Fund (General Revenue)

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Project Total
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>							
305 Transportation and Stormwater Improvements	4,230,597	-	-	-	-	-	4,230,597
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
305 CARDS Stormwater Program: Start Up Costs	17,708	-	-	50,000	-	50,000	117,708
305 CARDS Transportation Program: Start Up Costs	5,000	-	-	-	-	-	5,000
305 Pedrick Pond Stormwater Reuse Irrigation System	204,104	100,000	-	-	-	-	304,104
305 Stormwater Structure Inventory Mapping	632,514	125,000	-	-	-	-	757,514
305 TMDL Compliance Activities	50,000	50,000	250,000	500,000	500,000	500,000	1,850,000
GRAND TOTAL	5,139,923	275,000	250,000	550,000	500,000	550,000	7,264,923

Funding Source: Gas Tax

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
NONE	-	-	-	-	-	-	-
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
306 Arterial Collector Road Pavement Markings	154,296	135,200	135,200	135,200	135,200	135,200	830,296
306 Bradfordville Pond 4 Outfall Stabilization	964,399	-	-	-	-	-	964,399
306 Florida Department of Transportation Permitting Fees	50,000	50,000	50,000	50,000	50,000	50,000	300,000
306 Local Road Resurfacing	152,791	-	-	-	-	-	152,791
306 Public Works: Design and Engineering Services	60,000	60,000	60,000	60,000	60,000	60,000	360,000
306 Transportation and Stormwater Improvements	1,500,000	-	500,000	500,000	500,000	500,000	3,500,000
GRAND TOTAL	2,881,486	245,200	745,200	745,200	745,200	745,200	6,107,486

Note: All projects are currently funded in the Leon County Board of County Commissioners FY 2014-FY 2018 Capital Improvement Program. In accordance with state statutes, all funds are balanced.

Leon County Board of County Commissioners**CIE Schedule of Projects Plan Amendment FY 2014 - FY 2018****Funding Source: Sales Tax**

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
308 Bannerman: Thomasville to Meridian (SB) ²	1,005,759	-	-	-	-	-	1,005,759
308 Beechridge Trail Improvements	586,851	-	-	-	-	-	586,851
308 Pullen/Old Bainbridge Intersection	546,489	-	-	-	-	-	546,489
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
308 Arterial/Collector Resurfacing	6,520,038	1,350,000	-	-	-	-	7,870,038
308 Florida Department of Transportation Permitting Fees	50,000	-	-	-	-	-	50,000
308 Intersection & Safety Improvements ¹	7,056,215	-	-	-	-	-	7,056,215
308 Local Road Resurfacing	115,663	850,000	-	850,000	-	-	1,815,663
308 OGCM Maintenance and Resurfacing	1,351,989	600,000	600,000	46,669	-	-	2,598,658
GRAND TOTAL	17,233,004	2,800,000	600,000	896,669	-	-	21,529,673

Funding Source: Sales Tax Extension

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
309 Natural Bridge Road	45,425	-	-	-	-	-	45,425
309 Springhill Road Bridge	259,097	-	-	-	-	-	259,097
309 Talpeco Road & Highway 27 North	281,580	-	-	-	-	-	281,580
<u>Comprehensive Plan Capital Improvements: Stormwater Elements</u>							
309 Killearn Acres Flood Mitigation	835,582	-	-	-	-	-	835,582
309 Lakeview Bridge	763,701	-	-	-	-	-	763,701
309 Lafayette Street Stormwater	2,982,520	-	-	-	-	-	2,982,520
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
309 Arterial/Collector Resurfacing	-	1,850,000	3,200,000	3,200,000	3,200,000	3,200,000	14,650,000
309 BP2000 Water Quality Enhancements	1,064,136	-	-	-	-	-	1,064,136
309 Community Safety and Mobility	1,427,093	750,000	317,035	-	353,235	-	2,847,363
309 Gum Road Target Planning Area	2,150,204	-	3,200,000	-	-	-	5,350,204
309 Intersection & Safety Improvements ¹	-	750,000	-	355,854	-	750,000	1,855,854
309 Killearn Lakes Plantation Stormwater	934,796	500,000	250,000	250,000	-	-	1,934,796
309 Lake Munson Restoration	268,306	-	-	-	-	-	268,306
309 Lexington Pond Retrofit	4,903,782	-	-	-	-	-	4,903,782
309 Longwood Outfall Retrofit	223,680	-	-	-	-	-	223,680
309 OGCM Maintenance and Resurfacing	-	-	-	53,331	400,000	100,000	553,331
GRAND TOTAL	16,139,902	3,850,000	6,967,035	3,859,185	3,953,235	4,050,000	38,819,357

Note: All projects are currently funded in the Leon County Board of County Commissioners FY 2014-FY 2018 Capital Improvement Program. In accordance with state statutes, all funds are balanced.

Leon County Board of County Commissioners**CIE Schedule of Projects Plan Amendment FY 2014 - FY 2018****Funding Source: Countywide Road District (Impact Fee)**

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 20178	Project Total
Comprehensive Plan Capital Improvements: Transportation Elements							
341 North Monroe Turn Lane	1,743,926	-	-	-	-	-	1,743,926
Capital Improvement Projects Not Related to the Comprehensive Plan:							
NONE							
GRAND TOTAL	1,743,926	-	-	-	-	-	1,743,926

Funding Source: Northwest Urban Collector (Impact Fees)

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Project Total
Comprehensive Plan Capital Improvements: Transportation Elements							
343 Pullen Road at Old Bainbridge Road	378,284	-	-	-	-	-	378,284
Capital Improvement Projects Not Related to the Comprehensive Plan:							
NONE							
GRAND TOTAL	378,284	-	-	-	-	-	378,284

Funding Source: Southeast Urban Collector (Impact Fee)

Fund Description	FY 2013 Adjusted Budget	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Project Total
Comprehensive Plan Capital Improvements:							
NONE	-	-	-	-	-	-	-
Capital Improvement Projects Not Related to the Comprehensive Plan:							
NONE							
GRAND TOTAL	-	-	-	-	-	-	-

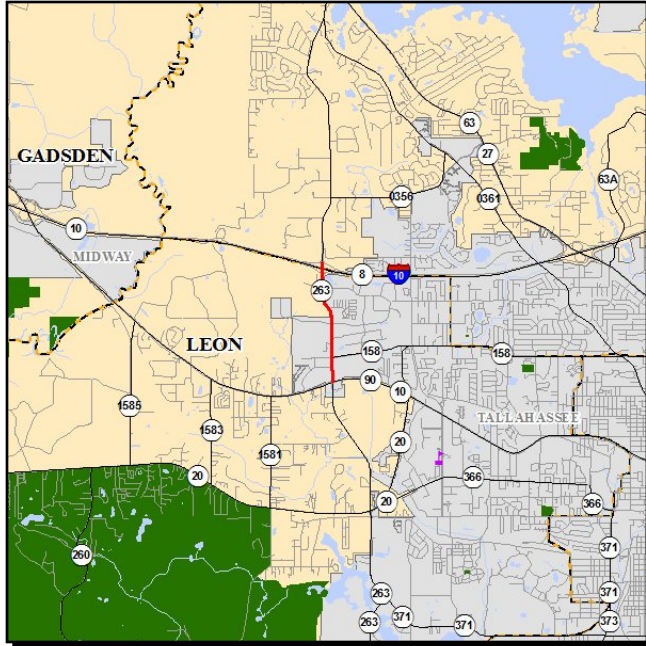
Notes:

- Intersection and Safety Improvements: Total Project Funding 7,417,515 750,000 - 355,854 - 750,000 9,273,369
The following intersections will be addressed in response to concurrency requirements: Chaires Crossroad/Capitola; Geddie Road/State Road 20; Tekesta/Deer Lake; Aenon Church/State Road 20; North Monroe Street/Crowder; Old Bainbridge Road/Capital Circle NW; Geddie Road/Us 90; Miles Johnson Road/Miccosuke Road; Old Bainbridge Road/Capital Circle NW; Wakulla Spring Highway/Oak Ridge Road
- SB** (Significant Benefits): This project is included in the Significant Benefit Memorandum of Agreement between the City of Tallahassee, Leon County, and the Florida Department of Transportation, as described in Policy 1.2.2(c) of the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan.

2197221

SR 263 CAP CIR NW

Non-SIS



Work Summary: ADD LANES & RECONSTRUCT

From: FROM SR 10 (US 90) TENN.

To: TO SR 8 (I-10) WEST RAMP

Lead Agency: Blueprint 2000

Length: 2.534 mi

County: Leon County

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
ADM	ACSU	2,511,433	4,590	0	0	0	2,516,023
ADM	DS	488,567	772,639	0	0	0	1,261,206
Total		3,000,000	777,229	0	0	0	3,777,229

Prior Cost < 2013/14: 0

Future Cost > 2017/18: 0

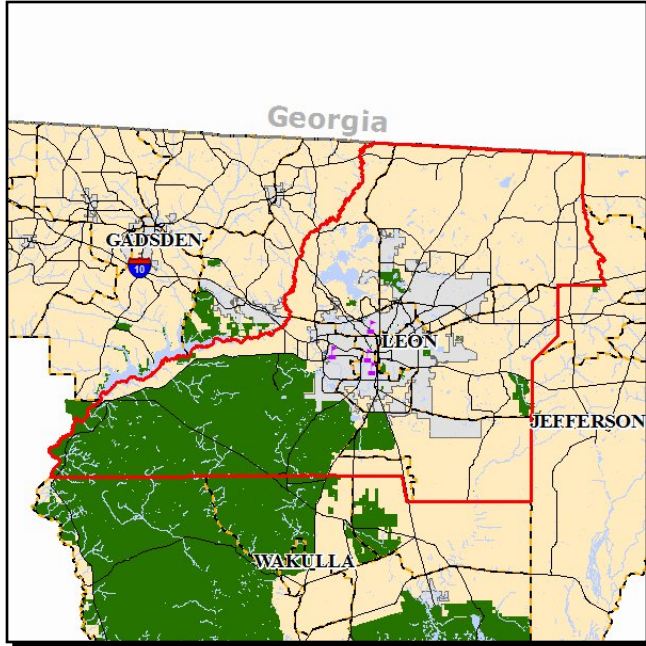
Total Project Cost: 3,777,229

Project Description: Construction on this project was completed in 2007 (widened to 6 lanes with bike lanes and sidewalks). The funding shown represents FDOT reimbursement to Blueprint 2000 for the agency's advancement of funds.

2197934

LEON CO. RESERVE BOX

Non-SIS



Work Summary: FUNDING ACTION
From: FOR CAPITAL CIRCLE
To: 415782-3

Lead Agency: FDOT

County: Leon County

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
ROW	HPP	1,056,150	0	0	0	0	1,056,150
Total		1,056,150	0	0	0	0	1,056,150

Prior Cost < 2013/14: 0

Future Cost > 2017/18: 0

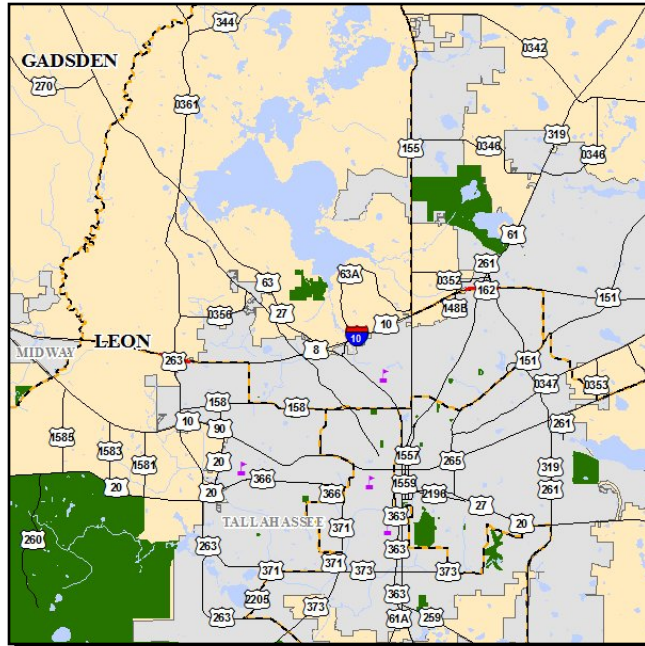
Total Project Cost: 1,056,150

Project Description: Provides funding for the widening of Capital Circle, NW/SW from Orange Avenue to US 90 (2.95 miles). Also see project # 4157823 and 2197937.

2225935

SR 8 (I-10)

SIS



Work Summary: PD&E/EMO STUDY **From:** INTERCHANGE STUDIES
To: AT SR 263 & SR 61 (US319)
Lead Agency: FDOT
Length: 1.350 mi
County: Leon County

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
PDE	SA	2,066,375	0	0	0	0	2,066,375
Total		2,066,375	0	0	0	0	2,066,375

Prior Cost < 2013/14: 1,000

Future Cost > 2017/18: 2,200,000

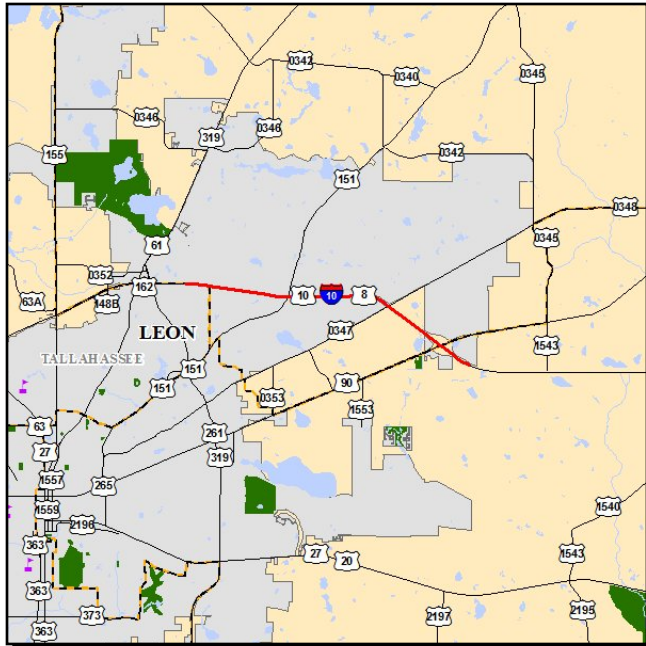
Total Project Cost: 4,267,375

Project Description: Provides funds for a Project Development and Environment (PD&E) Study on I-10 at the SR 263 and US 319 interchanges.

4065852

SR 8 (I-10)

SIS



Work Summary: PD&E/EMO STUDY **From:** FROM E OF SR 261 CAP CIR

To: TO E SR 10 (US 90) MAHAN

Lead Agency: FDOT

Length: 5.646 mi

County: Leon County

LRTP #: RMP Cost Feasible Project #132

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
PDE	DDR	1,500,000	0	0	0	0	1,500,000
PDE	DIH	25,000	0	0	0	0	25,000
Total		1,525,000	0	0	0	0	1,525,000

Prior Cost < 2013/14: 1,000

Future Cost > 2017/18: 11,741,866

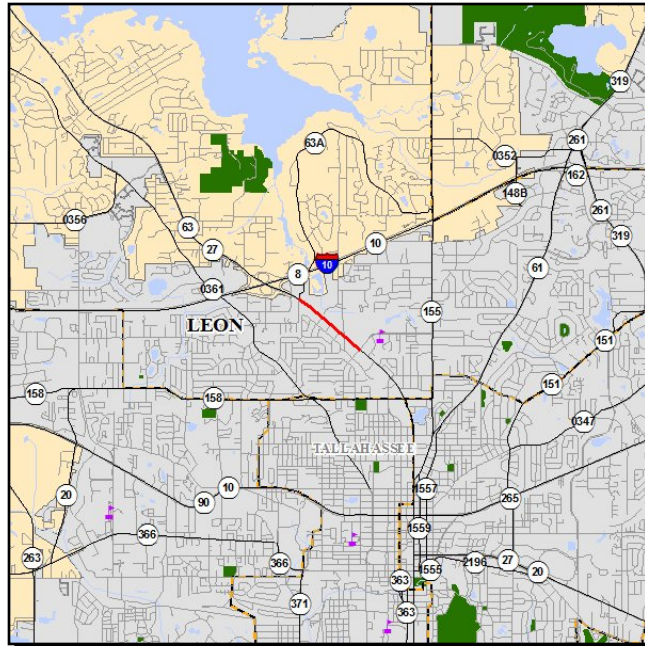
Total Project Cost: 13,267,866

Project Description: Note: This project was administratively amended in August 2012 to add reference to the CRTPA Regional Mobility Plan (RMP). Provides funds for a Project Development and Environment (PD&E) Study on I-10 from east of Capital Circle, NE to east of US 90 (Mahan Drive).

4104091

SR 63 (US 27)

Non-SIS



Work Summary: PRELIMINARY ENGINEERING

From: FROM LAKESHORE DRIVE

To: TO JOHN KNOX ROAD

Lead Agency: FDOT

Length: 0.896 mi

County: Leon County

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
CST	LF	1,360,000	0	0	0	0	1,360,000
Total		1,360,000	0	0	0	0	1,360,000

Prior Cost < 2013/14: 2,355,182

Future Cost > 2017/18: 0

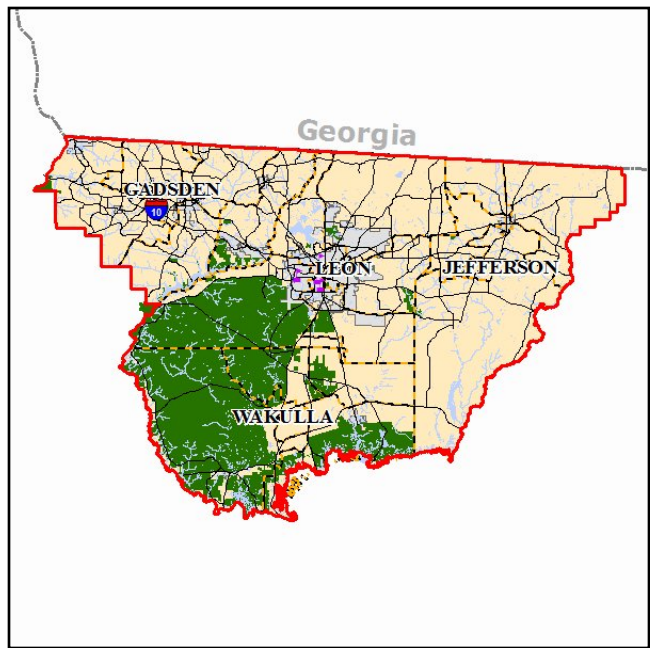
Total Project Cost: 3,715,182

Project Description:

4217162

CAPITAL REGION TPA

Non-SIS

Work Summary: MODAL SYSTEMS
PLANNING

From: PLANNING SECTION 5303

To: GRANT

Lead Agency: FDOT

County: Leon County

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
PLN	DU	105,582	0	0	0	0	105,582
PLN	DPTO	13,198	0	0	0	0	13,198
PLN	LF	13,198	0	0	0	0	13,198
Total		131,978	0	0	0	0	131,978

Prior Cost < 2013/14: 286,001

Future Cost > 2017/18: 0

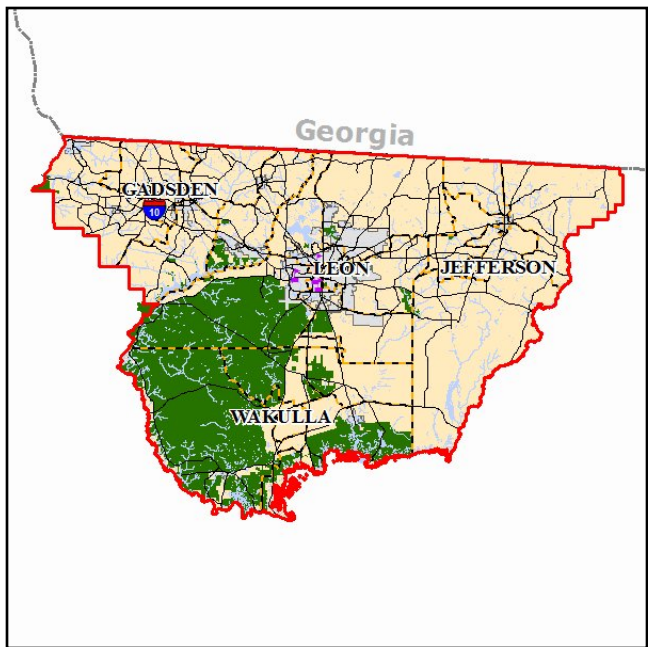
Total Project Cost: 417,979

Project Description: Provides federal funds for staff efforts associated with the metropolitan transportation planning process.

4225442

CRTPA

Non-SIS



Work Summary: PLANNING MODELS/DATA UPDATE
From: LRTP UPDATE
To:

Lead Agency: FDOT

County: Leon County

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
PLN	SU	100,000	50,000	0	200,000	300,000	650,000
PLN	D	375,000	0	0	0	0	375,000
Total		475,000	50,000	0	200,000	300,000	1,025,000

Prior Cost < 2013/14: 0

Future Cost > 2017/18: 0

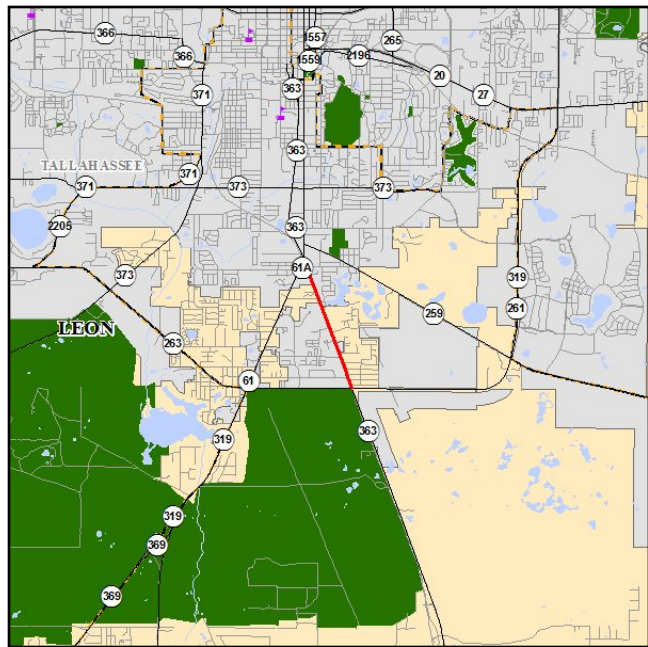
Total Project Cost: 1,025,000

Project Description: Provides funding for the next update of the CRTPA's Long Range Transportation Plan (LRTP). The LRTP is a federally mandated plan that the CRTPA updates every 5 years to examine the long range transportation needs of the CRTPA area and identify future transportation projects.

4240093

SR 363 WOODVILLE HWY

Non-SIS



Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: FROM SR 263 (US 319) C.C.

To: TO PAUL RUSSELL ROAD

Lead Agency: CRTPA

Length: 2.140 mi

County: Leon County

LRTP #: RMP Page 79

Phase	Fund Source	2013/14	2014/15	2015/16	2016/17	2017/18	Total
PE	SU	760,705	134,339	0	0	0	895,044
PE	ST10	249,957	0	0	0	0	249,957
PE	LF	831,098	0	0	0	0	831,098
Total		1,841,760	134,339	0	0	0	1,976,099

Prior Cost < 2013/14: 1,403,240

Future Cost > 2017/18: 0

Total Project Cost: 3,379,339

Project Description: Provides design funding for widening this roadway to 4 lanes.

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects				Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035	
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									
1	Quincy By-Pass	SR 12	US 90	Capacity/Safety	Construction	\$ 15,700,000						
2	Crawfordville Road Express Bus	Tallahassee	Crawfordville	Express Bus	Implement	\$ 2,136,872						
3	Satellite Transfer Center	Southwood		Transfer Center	Implement	\$ 1,873,300						
4	Franklin Boulevard	Cascade Park	Tennessee Street	Bike Lanes/Sidewalks	Construction	\$ 513,717						
5	Bannerman Road	Thomasville Road	Tekesta Drive	Sidewalks	Design/Const	\$ 901,935						
6	Orange Avenue	Capital Circle, Southwest	Lake Bradford Road	Sidewalks	Design/Const	\$ 1,400,652						
7	Havana Express Bus Service	Havana	Tallahassee	Express Bus	Implement	\$ 2,136,872						
8	Monticello Express Bus Service	Monticello	Tallahassee	Express Bus	Implement	\$ 2,136,872						
9	Park and Ride - Midway	Near City Hall		Park and Ride	Implement	\$ 406,100						
10	10th Avenue	Duval Street	Monroe at Legion Street	Shared-use path	Design/Const	\$ 725,244						
11	7th Avenue	TMH	Bronough Street	Bike Lanes/Sidewalks	Design/Const	\$ 1,173,223						
12	Barbourville Drive	Adams Street	MLK Boulevard	Sidewalks	Design/Const	\$ 116,721						
13	Brevard Street	Woodward Street	Miccosukee Road/Wilson Avenue	Bike Lanes	Design/Const	\$ 848,880						
14	Clay Street	Alabama Street	Preston Street	Sidewalks	Design/Const	\$ 132,638						
15	Coleman Street	Walcott Street	Lake Bradford Road	Sidewalks	Design/Const	\$ 74,277						
16	Crawfordville Road	In Crawfordville		Sidewalks	Design/Const	\$ 1,878,147						
17	Duval Street	Gaines Street	Tharpe Street	Bike Lanes	Design/Const	\$ 1,143,158						
18	Eisenhower Road	McElroy Road	Orange Avenue	Sidewalks	Design/Const	\$ 307,719						
19	Gibbs Drive	Tharpe Street	Monticello Drive	Sidewalks	Design/Const	\$ 307,719						
20	Madison Street	Woodward Street	Macomb Street	Bike/Ped Improvements	Design/Const	\$ 548,235						
21	Meridian Street	Van Buren Street	Paul Russell Road	Bicycle Route	Design/Const	\$ 4,096						
22	Orange Avenue	Lake Bradford Road	Monroe Street	Bike Lanes/Sidewalks	Design/Const	\$ 1,559,830						
23	Palmer Avenue	MLK Jr. Boulevard	Gadsden Street	Sidewalks	Design/Const	\$ 111,416						
24	Palmetto Street	MLK Jr. Boulevard	Adams Street (South)	Bike Lanes/Sidewalks	Design/Const	\$ 230,259						
25	Pasco Street	Wies Street	Orange Avenue	Sidewalks	Design/Const	\$ 148,554						
26	Pottsdamer Street	Orange Avenue	Paul Dirac Road	Sidewalks	Design/Const	\$ 493,412						
27	Quincy Loop	US 90 South	SR 12	Capacity/Safety	PDE/Design	\$ 2,970,032	ROW	\$ 17,016,975	Construction	\$ 15,000,000		
28	Woodward Avenue	Jefferson Street	Gaines Street	Bike/Ped Improvements	Design/Const	\$ 307,012						
29	Volusia Street	Old Bainbridge Road	Joe Louis Street	Sidewalks	Design/Const	\$ 265,275						
30	Wies Street	Holton Street	Pasco Street	Sidewalks	Design/Const	\$ 68,972						
T-1	Capital Circle	Apalachee Parkway	End of exist. Sidepath/Hill Lane	Trail Adjacent to Road	Design/Const	\$ 433,872						
T-2	Sharrow Projects				Implement	\$ 10,000						
	SR 61/Thomasville Road	9th Street (East)	Meridian Road	Sharrow								
	US 90/Washington Drive (West)	Mahan Drive	MLK Jr Avenue	Sharrow								
	S Water Street	Williams Street	US 90/Washington Street (West)	Sharrow								
	Crawford Street	US 90/Jefferson Street (West)	Eames Street	Sharrow								
	Main Street	Holly Street	Main St (North)/Azalea Drive	Sharrow								
	Holly Drive	US 90/Washington Street (West)	Main Street	Sharrow								
	Main Street (North)	Main Street/Azalea Drive	US 90/Washington Street (West)	Sharrow								
	Meridian Road	SR 61/Thomasville Road	Henderson Road	Sharrow								
31	Tram Road	Local Bus Service		Bus Service Expansion	Implement	\$ 1,207,165						
32	Belle Vue Way	Mabry Street	Hayden Road	Shared-use path	Design	\$ 116,918	ROW/Const	\$ 4,273,715				
33	Innovation Park Trail	Along Roberts Road, Iamonia Street,	Stuckey Avenue, Gamble Street	Shared-use path	Design	\$ 140,498	ROW/Const	\$ 5,135,641				
34	Magnolia Drive	Lafayette Street	North of Apalachee Parkway	Intersection Improvements	Design/Const	\$ 1,102,758						
35	St. Augustine Street/Madison Street	Stadium Drive	Meridian Street	Bike Lanes	Design/Const	\$ 814,925						
36	Tram Road	Gaile Avenue	Zilah Street	Bike Lanes	Design/Const	\$ 50,933						
37	Woodville Highway	Page Road	Larchmont Lane	Sidewalks	Design/Const	\$ 530,550						
T-3	Maclay Boulevard	Maclay Commerce Drive	Maclay Road	Trail Adjacent to Road	Design/Const	\$ 2,507,238						
T-4	MLK Jr Boulevard/Brickyard Road	Knight Road	Easement East of Midway/S of RR	Bike Lanes	Design/Const	\$ 1,658,146						
T-5	MLK Jr Boulevard	Pat Thomas Parkway	Camilla Avenue	Trail Adjacent to Road	Design/Const	\$ 879,567						
T-6	MLK Jr Boulevard	Camilla Avenue	Atlanta Street (South)	Bike Lanes	Design/Const	\$ 424,440						
T-7	On easement/Market Square area (E-W power transmission line)	E-W from easement	Maclay Boulevard	Trail on Easement	Design/Const	\$ 477,495						
T-8	Pepper Drive	Lake Bradford	Lipona Road	Bike Lanes	Design/Const	\$ 447,077						
T-9	Lipona Road	Pepper Drive	Pensacola Street (West)	Bike Lanes	Design/Const	\$ 362,189						
T-10	Dover Road	MLK Jr Boulevard/Brickyard	US 90	Bike Lanes	Design/Const	\$ 305,597						
T-11	Tennessee Street (West)	Easment West of SR 263	Exist. Bike lanes on Tennessee Street (West)	Bike Lanes	Design/Const	\$ 186,754						
38	5th Avenue	Thomasville Road	Monroe Street	Sidewalks	Design/Const	\$ 79,583						
39	Adams Street	Gaines Street	Magnolia Drive	Bike Lanes	Design/Const	\$ 605,534						
40	Basin Street	Tennessee Street	Alabama Street	Sidewalks	Design/Const	\$ 265,275						
41	Belmont Road	Park Avenue	Nugent Drive	Sidewalks	Design/Const	\$ 217,526						
42	Bloxham Street	Railroad Avenue	Myers Park Drive	Bicycle Route	Design/Const	\$ 1,740						
43	Bloxham Street	Monroe Street	Myers Park Drive	Sidewalks	Design/Const	\$ 111,416						
44	Boone Boulevard	Tupelo Terrace/Alder Drive	Northwood Mall	Sidewalks	Design/Const	\$ 175,082						

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects				Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035	
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									
45	Bragg Drive	Wheatly Street	Rackley Road	Sidewalks	Design/Const	\$ 68,972						
46	Bronough Street	10th Avenue	Gaines Street	Bike Lanes	Design/Const	\$ 1,018,656						
47	Broward Street	Apalachee Parkway	Park Avenue	Sidewalks	Design/Const	\$ 112,988						
48	Castlewood Drive	Meridian Street	Tartary Drive	Sidewalks	Design/Const	\$ 68,972						
49	Chocksacka Nene	Indianhead Drive East	Jim Lee Road	Sidewalks	Design/Const	\$ 233,442						
50	Chowkeebin Nene	Magnolia Drive	Apakin Nene	Sidewalks	Design/Const	\$ 254,664						
51	Chowkeebin Nene	Apakin Nene	Hasosaw Nene	Sidewalks	Design/Const	\$ 482,801						
52	College Avenue	Copeland Street	Bronough Street	Bike/Ped Improvements	Design/Const	\$ 427,623						
53	Floral Street	Disston Street	Russell Street	Sidewalks	Design/Const	\$ 26,528						
54	Gadsden Street	Palmer Street	Magnolia Drive	Sidewalks	Design/Const	\$ 266,651						
55	Gaile Avenue	Crawfordville Road	Tram Road	Bike Lanes	Design/Const	\$ 322,994						
56	Holton Street	Campbell Street	Wies Street	Sidewalks	Design/Const	\$ 116,721						
57	Iamonia Street	Levy Avenue	Roberts Avenue	Sidewalks	Design/Const	\$ 126,546						
58	Indianhead Drive East	Lafayette Street	Apakin Nene	Sidewalks	Design	\$ 22,794	Construction	\$ 154,077				
59	Ingleside Avenue	Gadsden Street	Marion Avenue	Sidewalks	Design	\$ 55,020	Construction	\$ 371,910				
60	Monticello Drive	Tharpe Street	John Knox Road	Sidewalks	Design/Const	\$ 228,137						
61	Oakland Avenue	Monroe Street/Adams Street	Meridian Street	Sidewalks	Design/Const	\$ 334,247						
62	Parkridge Drive	Bragg Drive	Ryco Drive	Sidewalks	Design/Const	\$ 79,583						
63	Paul Russell Road	South Monroe Street	Jim Lee Road	Bike Lanes/Sidewalks	Design/Const	\$ 1,096,470						
64	Perkins Street	Gadsden Street	Meridian Street	Sidewalks	Design/Const	\$ 74,277						
65	Trail extension	Existing Trail	Jefferson County High School	Shared-use path	PDE/Design/ROW	\$ 3,317,887	Construction	\$ 1,640,389				
66	Call Street	Copeland Street	Satsuma Street	Bicycle Route	Design/Const	\$ 3,205						
67	Southwood Plantation Drive	Apalachee Parkway	Southwood	Bicycle Route	Design/Const	\$ 2,769						
68	Shumard Oak Boulevard			Bicycle Route	Design/Const	\$ 1,868						
69	Capital City to the Sea Trail	Capital Region		Shared-use path	PDE/Design	\$ 3,438,750	ROW	\$ 12,041,568	ROW	\$ 12,041,568	Construction	\$ 9,000,000
70	Satellite Transfer Center	Southside Tallahassee		Super Stop/Transfer Center	Implement	\$ 1,873,300						
71	Alabama Street	Arkansas Street	Old Bainbridge Road	Sidewalks	Design/Const	\$ 482,801						
72	Eisenhower Road	McElroy Road	Roberts Avenue	Sidewalks	Design/Const	\$ 249,359						
73	Gaines Street	Meridian Street	Bloxham Street	Sidewalks	Design/Const	\$ 37,139						
74	Airport Express Bus Service	Airport	Tallahassee	Express Bus	Implement	\$ 1,488,300						
75	Satellite Transfer Center	NW Tallahassee		Transfer Center	Implement	\$ 4,986,375						
76	Indian River Street	Levy Avenue	Stuckey Avenue	Sidewalks	Design/Const	\$ 106,110						
77	Levy Street	Alumni Village	Lake Bradford Road	Bike/Ped Improvements	Design/Const	\$ 1,036,773						
78	Joyner Drive	Voncile Avenue	Watt Avenue	Sidewalks	Design/Const	\$ 221,456						
79	Indianhead Drive West	Apakin Nene	Mountbatten Road	Sidewalks	Design/Const	\$ 525,245						
80	Tanner Drive	Rackley Drive	Wheatley Road	Sidewalks	Design/Const	\$ 159,165						
T-12	Martin Road	US 19/Jefferson Street (South)	Ike Anderson Bike Trail	Trail Adjacent to Road	Design/Const	\$ 219,142						
T-13	On easement NW of Tom Brown Park	Tom Brown Park	N and W to end of Goose Pond Trail	Trail on Easement	Design/Const	\$ 1,283,931						
T-14	Weems Road	Dartmouth Drive	Mahan Drive	Bike Lanes	Design/Const	\$ 169,776						
81	Park and Ride - Woodville	Intersection of Woodville Highway and Oak Ridge Road		Park and Ride			Implement	\$ 465,500				
82	Satellite Transfer Center - Quincy	Downtown near intersection of Jefferson Street and Monroe Street		Transfer Center			Implement	\$ 2,061,500				
83	Park and Ride - Crawfordville	Intersection of Crawfordville Road and Shadeville Road		Park and Ride			Implement	\$ 465,500				
84	Satellite Transfer Center - TCC	Appleyard Road near TCC Campus		Transfer Center			Implement	\$ 2,202,200				
85	Jackson Bluff Road	Appleyard Drive	Lake Bradford Road	Bike Lanes/Sidewalks			Design/Const	\$ 2,758,417				
86	Lake Bradford Road	Stadium Drive	Orange Avenue	Bike Lanes			Design/Const	\$ 1,177,546				
87	Laura Lee Avenue	Monroe Street	Meridian Street	Sidewalks			Design/Const	\$ 118,503				
88	Lipona Road/Pepper Drive	Pensacola Street	Lake Bradford Road	Bike Lanes			Design/Const	\$ 938,045				
89	Pensacola Street	Stadium Drive	Monroe Street	Bike Lanes			Design/Const	\$ 804,989				
T-15	St Marks Trail Bike/Ped Bridge - Phase 1	West side of Woodville Highway across Capital Circle		Bike/Ped Overpass			Design/Const	\$ 6,314,000				
T-16	St Marks Trail Bike/Ped Bridge - Phase 2	South side of Capital Circle across Woodville Highway		Bike/Ped Overpass			Design/Const	\$ 4,158,000				
90	Apalachee Parkway	Magnolia Drive	Connor Boulevard	Bike/Ped Improvements			PDE/Design	\$ 704,642			Construction	\$ 5,603,966
91	Tennessee Street	Franklin Boulevard	Magnolia Drive	Bike Lanes			Design/Const	\$ 399,168				
92	Rankin Avenue	Orange Avenue	Jackson Bluff Road	Sidewalks			Design/Const	\$ 841,995				
93	Rosemary Terrace	Yaupon Drive	Tupelo Drive	Sidewalks			Design/Const	\$ 324,324				
94	Magnolia Drive	Lafayette Street	Adams Street	Bike Lanes/Sidewalks			Design/Const	\$ 3,029,103				
95	Meridian Road	7th Avenue	Tharpe Street	Sidewalks			Design/Const	\$ 270,963				
96	Meridian Street	Perkins Street	Magnolia Drive	Sidewalks			Design/Const	\$ 318,780				
97	Mission Road	White Drive	Mission Road	Bike Lanes/Sidewalks			Design/Const	\$ 1,087,040				
98	San Luis Road	Mission Road	Tharpe Street	Sidewalks			Design/Const	\$ 555,093				
99	Preston Street	Clay Lane	Basin Street	Sidewalks			Design/Const	\$ 212,058				

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects				Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035	
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									
100	Tennessee Street	Ocala Road	Franklin Boulevard	Bike/Ped Improvements					Design/Const	\$ 4,120,718		
101	Tharpe Street	Ocala Road	Monroe Street	Access Management/Median					Design/Const	\$ 5,882,319		
102	Ranch Road (Selman Road)	US 90	End	Sidewalks					Design/Const	\$ 1,048,262		
T-17	Pat Thomas Parkway	MLK Jr Boulevard	Clark Street (West)	Trail Adjacent to Road					Design/Const	\$ 3,197,434		
T-18	Atlanta Street (South)	MLK Jr Boulevard	US 90/Blue Star Highway	Trail Adjacent to Road					Design/Const	\$ 2,826,386		
103	Tennessee Street (West) Bus Rapid Transit			BRT					PDE/Design	\$ 13,200,000		
104	Capital Circle East Express Bus Service	Capital Circle		Express Bus					Implement	\$ 2,952,472		
105	Mitchell Avenue	7th Avenue	Betton Road	Sidewalks					Design/Const	\$ 439,830		
106	MLK Jr. Boulevard	St Francis Street	Palmetto Drive	Bike Lanes/Sidewalks					Design/Const	\$ 1,530,120		
107	US 319 @ Martin Luther King			Intersection Improvements					Design/Const	\$ 598,024		
108	US 319 @ Ivan Church Road			Intersection Improvements					All	\$ 2,378,050		
109	US 319 @ Wakulla Arran Road			Intersection Improvements					Design/Const	\$ 598,024		
110	Trimble Road	Tharpe Street	Hartsfield Road	Sidewalks					Design/Const	\$ 431,711		
111	Tupelo Terrace	Alder Drive	Rosemary Terrace	Sidewalks					Design/Const	\$ 534,843		
112	Voncile Avenue	Joyner Drive	Old Bainbridge Road	Sidewalks					Design/Const	\$ 69,012		
113	Wahnish Way	FAMU Way	Osceola Avenue	Sidewalks					Design/Const	\$ 1,265,795		
114	West Call Street	Copeland Street	Dewey Street	Bike/Ped Improvements					Design/Const	\$ 241,542		
115	Yaupon Avenue	Old Bainbridge Road	Redbud Avenue	Sidewalks					Design/Const	\$ 250,169		
116	Monroe Street	Virginia Street	Apalachee Parkway	Bike Lanes					Design/Const	\$ 353,022		
117	Otter Creek Road	South of US 98	North of US 98	Sidewalks					Design/Const	\$ 388,518		
118	Glenview Drive	Thomasville Road	Monroe Street	Sidewalks					Design/Const	\$ 1,510,626		
119	Gray Street	Jefferson Street (West)	University Way	Bike/Ped Improvements					Design/Const	\$ 136,347		
120	Gadsden Street	Ingleside Avenue	9th Street	Sidewalks					Design/Const	\$ 197,924		
121	Greenwood Drive	Glenview Drive	Bradford Road	Sidewalks					Design/Const	\$ 109,958		
122	US 98	Otter Creek Road	P A Sandera Road	Sidewalks					Design/Const	\$ 234,576		
123	US 319	Ivan Church Road	Arran Road	Service Roads							All	\$ 46,675,000
T-19	US 90/Blue Star Highway	Atlanta Street	Casey Lane	Trail Adjacent to Road							Design/Const	\$ 3,365,025
124	Gaines/Myers Park/Circle	Meridian Street	Magnolia Drive	Bike Lanes/Sidewalks							Design/Const	\$ 2,014,575
125	Beech Ridge Trail	Kinegha Drive	Chiles High School	Sidewalks							Design/Const	\$ 612,482
T-20	SR 61/Thomasville Road	9th Street (East)	Existing Bike lanes/S of Interstate 10	Trail Adjacent to Road							Design/Const	\$ 3,361,939

Studies/Programs/Coordination

126	Bicycle Map	CRTPA area		Bicycle system map		\$ 75,000		\$ 15,000		\$ 15,000		\$ 15,000
127	Trails and Greenways Implementation	CRTPA area		Trails and Greenways	SPECIFIC PROJECTS IDENTIFIED AND INCLUDED IN COST FEASIBLE PLAN							
128	Duval/Bronough and Gadsden/Calhoun	One way pairs		Operational development		\$ 350,000						
129	Gadsden County Sector Plans	Gretna, Greensboro, Chattahoochee		Sector Plans		\$ 105,000						
T	Trail Coordination Efforts											
	Coordination with Woodville Corridor Study Recommendations											
	Coordination among involved agencies and advocacy groups to take advantage of opportunities to complete connections through private land holdings											
	Tallahassee Leon County Planning Department Trails and Greenways Master Plan Transportation Opportunities											
	Additional Opportunities for Sharrows											

Costs	Tier 1 Cost	\$ 79,284,841	Tier 2 Cost	\$ 69,856,640	Tier 3 Cost	\$ 71,552,249	Tier 4 Cost	\$ 70,647,987
	Transit Non-Transit	\$ 18,245,156 \$ 61,039,685	Transit Non-Transit	\$ 5,194,700 \$ 64,661,940	Transit Non-Transit	\$ 2,952,472 \$ 68,599,777	Transit Non-Transit	\$ - \$ 70,647,987
Revenues	Tier 1 Revenues	\$ 114,383,606	Tier 2 Revenues	\$ 109,410,378	Tier 3 Revenues	\$ 100,752,907	Tier 4 Revenues	\$ 95,929,628
	Transit Non-Transit	\$ 53,590,576 \$ 60,793,030	Transit Non-Transit	\$ 45,190,576 \$ 64,219,802	Transit Non-Transit	\$ 32,590,576 \$ 68,162,331	Transit Non-Transit	\$ 24,190,576 \$ 71,739,052
Surplus/Deficit	Tier 1 S/D	\$ 35,098,765	Tier 2 S/D	\$ 39,553,738	Tier 3 S/D	\$ 29,200,658	Tier 4 S/D	\$ 25,281,641
	Transit Non Transit	\$ 35,345,420 \$ (246,655)	Transit Non Transit	\$ 39,995,876 \$ (442,138)	Transit Non Transit	\$ 29,638,104 \$ (437,446)	Transit Non Transit	\$ 24,190,576 \$ 1,091,065
Total Balancing All Tiers - Non Transit Projects \$ (35,174)								

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects				Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035	
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									

Potential Transit Funding

130	Transit Capital*	Available for Additional Service Development and Expansion			\$	35,345,420	\$	39,995,876	\$	29,638,104	\$	24,190,576
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* - On the surface it would appear as though these funds are available for the introduction of new projects. However, there is no operational funds to balance

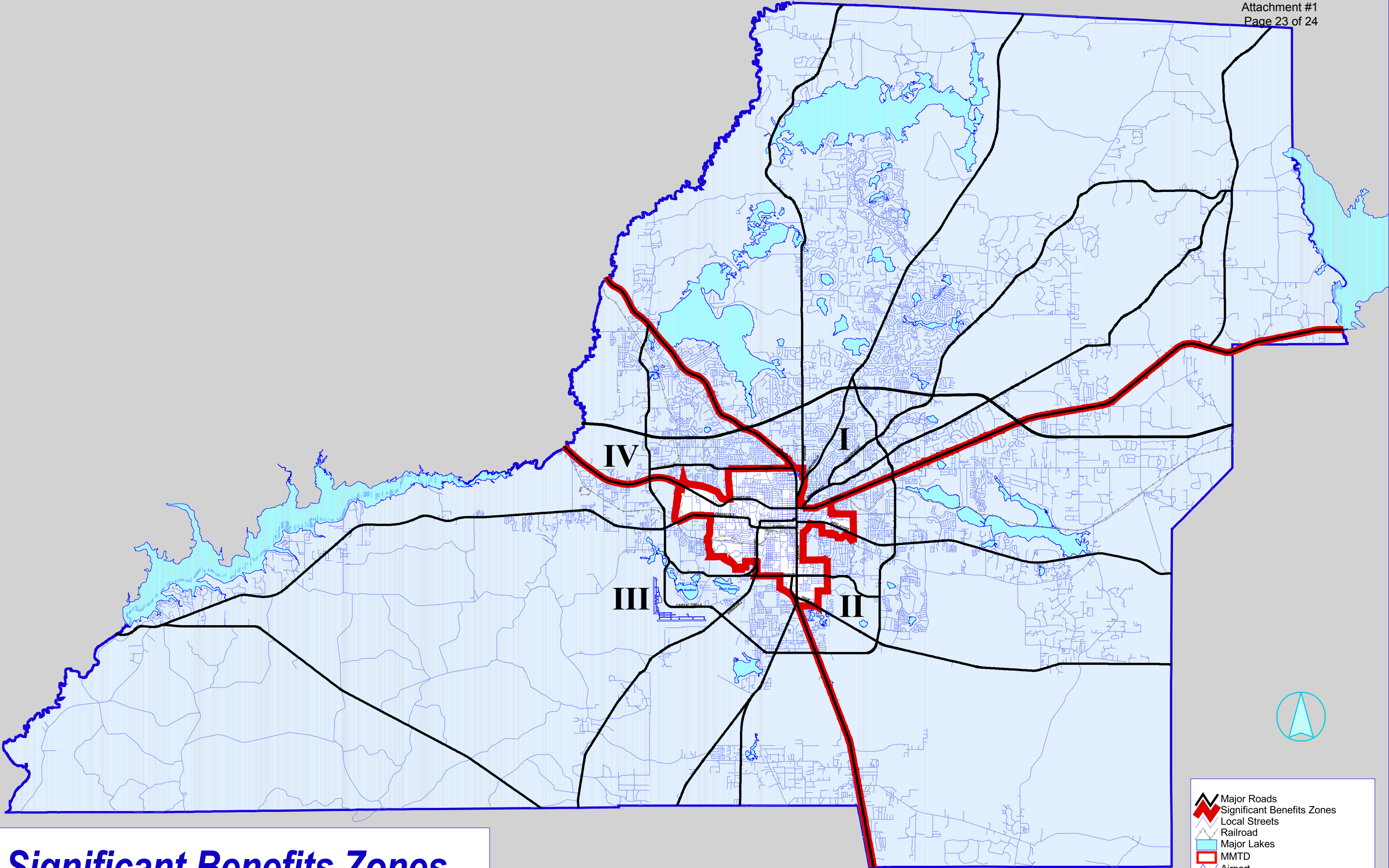
Note: Transit expenditures include the operation of the Nova2010 system as well as the continuing operating expenses for the new transit projects

Projects with Other Funding (Public)

131	Capital Circle, Southwest	US 90	Orange Avenue	SIS - Widen								
				PD&E/Design								\$ 9,550,381
				ROW								\$ 43,500,000
				Construction								\$ 66,583,754
				Total								\$ 119,634,135
132	Interstate 10	West of US 90	East of Rest Area	SIS - Widen								
133A	Capital Circle, Southwest	Orange Avenue	Springhill Road	Right-of-Way								\$ 30,000,000
				Construction								\$ 36,300,000
133B	Capital Circle, Southwest	Springhill Road	Crawfordville Road	Design		\$ 2,100,000						
				Right-of-Way								\$ 31,000,000
				Construction								\$ 23,700,000
134	Tharpe Street	Ocala Road	Capital Circle, Northwest	Local - Widen								
135	FAMU Way Extension	Lake Bradford Road	Railroad Avenue	Local - New								
T	Alford Arms/Lafayette - Heritage Trail			Local								
T	Dr. Billings Greenway Trailhead			Local								
T	City of Tallahassee Trail and Greenway Implementation\			Local								
T	Connector 1: Dr. Charles Billings Greenway			Local								
T	Connector 2: Goose Pond/Apalachee Parkway to St. Marks			Local								
T	Connector 3: Alford Arms Greenway to Miccosukee Canopy Road Greenway			Local								
T	Connector 4: Miccosukee Greenway Trailhead to Killearn			Local								
T	Connector 5: Centerville Canopy Road to Maclay Gardens State Park			Local								

Projects with Other Funding (Private)

136	Thornton Road Extension	Centerville Road	Miccosukee Road	Private - New								
137	Shamrock Extension	Centerville Road	Mahan Drive	Private - New								
138	Betton Road Extension	Centerville Road	Miccosukee Road	Private - New								
139	Welaunee	Fleischmann Road	US 319	Private - New								
140	Welaunee	@ Interstate 10		Private - New								
141A	Woodville Highway	Paul Russell Road	Gaile Avenue	Design								
				Right-of-Way (local)			\$ 2,400,000					
				Construction (local)			\$ 5,328,126					
141B	Woodville Highway	Gaile Avenue	Capital Circle, Southeast	Design		\$ 1,976,099*						
				Right-of-Way (local)			\$ 1,200,000					
				Construction (local)			\$ 15,295,775					



Significant Benefits Zones

Map prepared by: Tallahassee-Leon County Planning Department - Research & Graphics Division - 1 August 2007 - JFK

- Major Roads
- Significant Benefits Zones
- Local Streets
- Railroad
- Major Lakes
- MMTD
- Airport
- Leon County

Significant Benefit Project Priority List

Significant Benefit Project Priority List		
DISTRICT 1		
Tier A	Tier B	Tier C
<u>Mahan Drive</u> <i>Section:</i> Dempsey Mayo to I-10 <i>Jurisdiction:</i> State <i>Includes:</i> construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities	<u>Bannerman (Phase 1)</u> <i>Section:</i> Thomasville to Tekesta <i>Jurisdiction:</i> County <i>Includes:</i> TBD <i>Estimated Cost:</i> TBD <i>Justification:</i> Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities	<u>Bannerman (Phase 2)</u> <i>Section:</i> Tekesta to Preservation Point <i>Jurisdiction:</i> County <i>Includes:</i> TBD <i>Estimated Cost:</i> TBD <i>Justification:</i> Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities
DISTRICT 2		
Tier A	Tier B	Tier C
<u>Mahan Drive</u> <i>Section:</i> Dempsey Mayo to I-10 <i>Jurisdiction:</i> State <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> - #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities	<u>Woodville Highway</u> <i>Section:</i> Gaile Avenue to 1000 feet north of Capital Circle SE <i>Jurisdiction:</i> State <i>Includes:</i> PD&E, Design, ROW & Construction <i>Estimated Cost:</i> \$53 million <i>Justification:</i> #5 CRTPA Project Priority *20% of funds will support transit/bike/pedestrian facilities	<u>Weems Road</u> <i>Section:</i> Mahan to Capital Circle NE <i>Jurisdiction:</i> City <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$17.5 million <i>Justification:</i> - Alternate route to relieve Mahan/CCNE intersection on SIS Collector *20% of funds will support transit/bike/pedestrian facilities
DISTRICT 3		
Tier A	Tier B	
<u>North South Connector</u> <i>Section:</i> Orange to Jackson Bluff <i>Jurisdiction:</i> (City) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$15 million <i>Justification:</i> Relieve CCSW; In City 5-Year CIP *20% of funds will support transit/bike/pedestrian facilities	<u>Pensacola Street</u> <i>Section:</i> Capital Cir SW to Appleyard <i>Jurisdiction:</i> (State) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> - #12 CRTPA Project Priority; Parallel Route to Tennessee *20% of funds will support transit/bike/pedestrian facilities	
DISTRICT 4		
Tier A	Tier B	
<u>Tharpe Street (Phase 1)</u> <i>Section:</i> Blountstown Highway to Ocala <i>Jurisdiction:</i> (County) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$33 million <i>Justification:</i> In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities	<u>Tharpe Street (Phase 2)</u> <i>Section:</i> Blountstown Highway to Capital Circle <i>Jurisdiction:</i> (County) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$16 million <i>Justification:</i> In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities	
DISTRICT 5 (Multimodal District)		
Tier A	Tier B	
80% - District Bike/Ped/Transit Facilities 20% - FAMU Way bike/ped facilities	100% - District Bike/Ped/Transit Facilities	

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, October 8, 2013, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2030 TALLAHASSEE/LEON COUNTY COMPREHENSIVE PLAN; UPDATING CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 426
Tallahassee, Florida 32301

Advertise: September 27, 2013

**Leon County
Board of County Commissioners**

Notes for Agenda Item #23

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

October 8, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 12, Article II, Entitled "Noise Control" to Extend the Hours of Operation for Outdoor Events on Property Designated "Activity Center" and to Allow Construction-Related Noise on Sundays

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Laura M. Youmans, Assistant County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the proposed Ordinance amending Chapter 12, Article II, entitled "Noise Control" to extend the hours of operation for outdoor events on property designated "Activity Center" and to allow construction-related noise on Sundays (Attachment #1).

Report and Discussion

Background:

At its regularly scheduled meeting of September 10, 2013, the Board directed staff to bring back an amendment to the County’s Noise Control Ordinance that would allow events, being held in those areas designated as Activity Center in the Leon County Comprehensive Plan Future Land Use Map, to permit activity until 11:30 p.m. At the September 24, 2013 meeting, the Board directed staff to proceed with the proposed amendment, and, additionally, to prepare revisions to the portions of the Ordinance prohibiting noise from construction-related activity on Sundays.

Analysis:

The proposed Ordinance would allow County-permitted outdoor concerts and events that are held on property designated Activity Center on the Future Land Use Map of the Comprehensive Plan to operate until 11:30 p.m. on Friday and Saturday nights. There are currently two areas in the unincorporated area of the County designated Activity Center: 172 acres at the intersection of Interstate 10 and Highway 90 (Attachment #2), and 24 acres at the intersection of Orange Avenue and Capital Circle Southeast (Attachment #3). Due to the residential nature of the 24-acre area, staff is recommending that the extension be allowed for those events that have obtained a temporary use permit, so as to ensure that extension is not granted to events that are incompatible with the adjacent property, based on the County’s regulations governing large events.

The proposed Ordinance includes language that would allow noise from construction-related noise from 9:00 am until 5:00 pm on Sundays. Staff conferred with representatives from the Tallahassee Builders Association, who indicated that this was an appropriate time frame in which to allow construction activities.

This Ordinance has been properly advertised as required by Section 125.66, Florida Statutes (Attachment #4).

Options:

1. Adopt the proposed Ordinance amending Chapter 12, Article II, entitled “Noise Control” to extend the hours of operation for outdoor events on property designated “Activity Center” and to allow construction-related noise on Sundays.
2. Do not adopt the proposed Ordinance Amending Chapter 12, Article II, entitled “Noise Control” to extend the hours of operation for outdoor events on property designated “Activity Center” and to allow construction-related noise on Sundays.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance
2. Map of Activity Center at I-10 and Mahan Dr.
3. Map of Activity Center at Orange Avenue and Capital Circle Southeast
4. Public Notice

ORDINANCE NO. 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, ARTICLE II OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED NOISE CONTROL; AMENDING SECTION 12-56, NOISES PROHIBITED, TO ALLOW FOR CONSTRUCTION-RELATED ACTIVITIES ON SUNDAYS; AMENDING SECTION 12-57, EXEMPTIONS, TO EXTEND THE HOURS OF OPERATION FOR LARGE-SCALE OUTDOOR EVENTS LOCATED IN ACTIVITY CENTERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Section 12-56 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

Sec. 12-56. Noises prohibited.

The following acts are declared to be per se violations of this article. This enumeration does not constitute an exclusive list:

- (1) *Unreasonable noises:* The unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous or unusual noise, disturbance, commotion or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park, or other place or building. The ordinary and usual sounds, noises, commotion or vibration incidental to the operation of these places when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business are exempted from this provision.
- (2) *Vehicle horns, signaling devices, and similar devices:* The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other vehicle on any right-of-way or in any public space of Leon County for more than ten

consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.

(3) *Nonemergency signaling devices:* Sounding or permitting sounding of any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for non-emergency purposes, from any place for more than ten consecutive seconds in any hourly period. The reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors, or by law enforcement for traffic control purposes are exempt from the operation of this provision.

(4) *Emergency signaling devices:* The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in any emergency or except as provided in Subsections a. and b., below.

a. Testing of an emergency signaling device shall occur between 7:00 a.m. and 8:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.

b. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, shall terminate within 15 minutes of activation unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this article.

(5) *Radios, televisions, boom boxes, phonographs, stereos, musical instruments, and similar devices:* The use or operation of a radio, television, boom box, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passers-by, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space. The use or operation of a radio, television, boom box, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is

1 plainly audible to any person other than the player(s) or operator(s) of the device,
2 and those who are voluntarily listening to the sound, and unreasonably disturbs the
3 peace, quiet, and comfort of neighbors in residential or noise sensitive areas,
4 including multi-family or single-family dwellings.

5 (6) *Loudspeakers, amplifiers, public address systems, and similar devices:* The
6 unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public
7 address system, or other device for producing or reproducing sound between the
8 hours of 10:00 p.m. and 7:00 a.m. on weekdays, and 10:00 p.m. and 10:00 a.m. on
9 weekends and holidays in the following areas:

- 10 a. Within or adjacent to residential or noise-sensitive areas; and
11 b. Within public space if the sound is plainly audible across the real property
12 line of the public space from which the sound emanates, and is
13 unreasonably loud and raucous.

14 This shall not apply to any public performance, gathering, or parade for which a
15 permit has been obtained from a governmental agency with jurisdiction.

16 (7) *Yelling, shouting, and similar activities:* Yelling, shouting, hooting, whistling, or
17 singing in residential or noise sensitive areas or in public places, between the hours
18 of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the
19 quiet, comfort, or repose of reasonable persons of ordinary sensitivities.

20 (8) *Animals and birds:* Unreasonably loud and raucous noise emitted by an animal or
21 bird for which a person is responsible. A person is responsible for an animal if the
22 person owns, controls or otherwise cares for the animal or bird. Sounds made by
23 animals or birds in animal shelters, kennels, veterinary hospitals, pet shops, or pet
24 kennels licensed under and in compliance with any applicable licensing and
25 permitting provisions are exempt from this subsection.

26 (9) *Loading or unloading merchandise, materials, equipment:* The creation of
27 unreasonably loud, raucous, and excessive noise in connection with the loading or
28 unloading of any vehicle at a place of business or residence.

29 (10) *Construction or repair of residential buildings, excavation of streets and highways:*
30 The construction, demolition, alteration or repair of any building or the excavation of
31 streets and highways other than between the hours of 7:00 a.m. and 8:00 p.m. on

weekdays and Saturdays and between 9:00 a.m. and 5:00 p.m. on Sundays. This prohibition does not apply to the delivery and installation of concrete and other materials associated with residential slab installation. In cases of emergency, construction or repair noises are exempt from this provision.

(11) *Noise sensitive areas - schools, courts, churches, hospitals, and similar institutions:*

The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed in the streets surrounding the noise sensitive area.

(12) *Blowers and similar devices:* In residential or noise sensitive areas, between the

hours of 8:00 p.m. and 7:00 a.m., the operation of any noise-creating blower, power fan, or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, provided that the noise is unreasonably loud and raucous and can be heard across the property line of the property from which it emanates.

(13) *Commercial establishments adjacent to residential property:* Unreasonably loud and

raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m., which is plainly audible at a distance of five feet from any residential property.

Section 2. Section 12-57 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

Sec. 12-57. Exemptions.

Sounds caused by the following are exempt from the prohibitions set out in Section 12-56, noises prohibited, above:

(1) Motor vehicles on traffic ways of Leon County, provided that the prohibition of Section 12-56(b) above continues to apply.

(2) Repairs of utility structures which pose a clear and immediate danger to life, health,

- 1 or significant loss of property.
- 2 (3) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm
- 3 systems used in case of fire, collision, civil defense, police activity, or imminent
- 4 danger, provided that the prohibition contained in Section 12-56(d) above continues
- 5 to apply.
- 6 (4) The emission of sound for the purpose of alerting persons to the existence of an
- 7 emergency or the emission of sound in the performance of emergency work.
- 8 (5) Repairs or excavations of bridges, streets or highways by or on behalf of any local
- 9 government, the state, or the federal government, between the hours of 8:00 p.m. and
- 10 7:00 a.m., when public welfare and convenience renders it impractical to perform the
- 11 work between 7:00 a.m. and 8:00 p.m.
- 12 (6) Outdoor school and playground activities. Reasonable activities conducted on public
- 13 playgrounds and public or private school grounds, which are conducted in
- 14 accordance with the manner in which such spaces are generally used, including but
- 15 not limited to, school athletic and school entertainment events.
- 16 (7) Other outdoor events. Outdoor gatherings, concerts, public dances, shows and
- 17 sporting events, and other similar outdoor events, and associated noise shall be
- 18 exempt from this ordinance, provided that a temporary use permit has been obtained,
- 19 if required. ~~from the appropriate permitting authority.~~
- 20 (8) Outdoor hunting or hunting sports. The discharge of firearms in the normal course
- 21 of legal hunting activities or customary shooting sports such as skeet, trap, and target
- 22 shooting.
- 23 (9) Non-residential and multi-family residential construction projects approved and
- 24 permitted by the County.
- 25 (10) Outdoor concerts and events that are subject to Leon County's temporary use
- 26 permitting requirements, and which are held on property designated as Activity
- 27 Center in the Future Land Use Map of the City of Tallahassee-Leon County
- 28 Comprehensive Plan, shall be allowed to operate until 11:30 p.m. on Friday or
- 29 Saturday, provided a temporary use permit has been obtained for the event.
- 30

Section 2. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any part of this ordinance which is inconsistent, either in whole or in part, with the said Comprehensive Plan.

Section 3. Severability. If any word, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date. This ordinance shall have effect upon becoming law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this _____ day of _____, 2013.

LEON COUNTY, FLORIDA

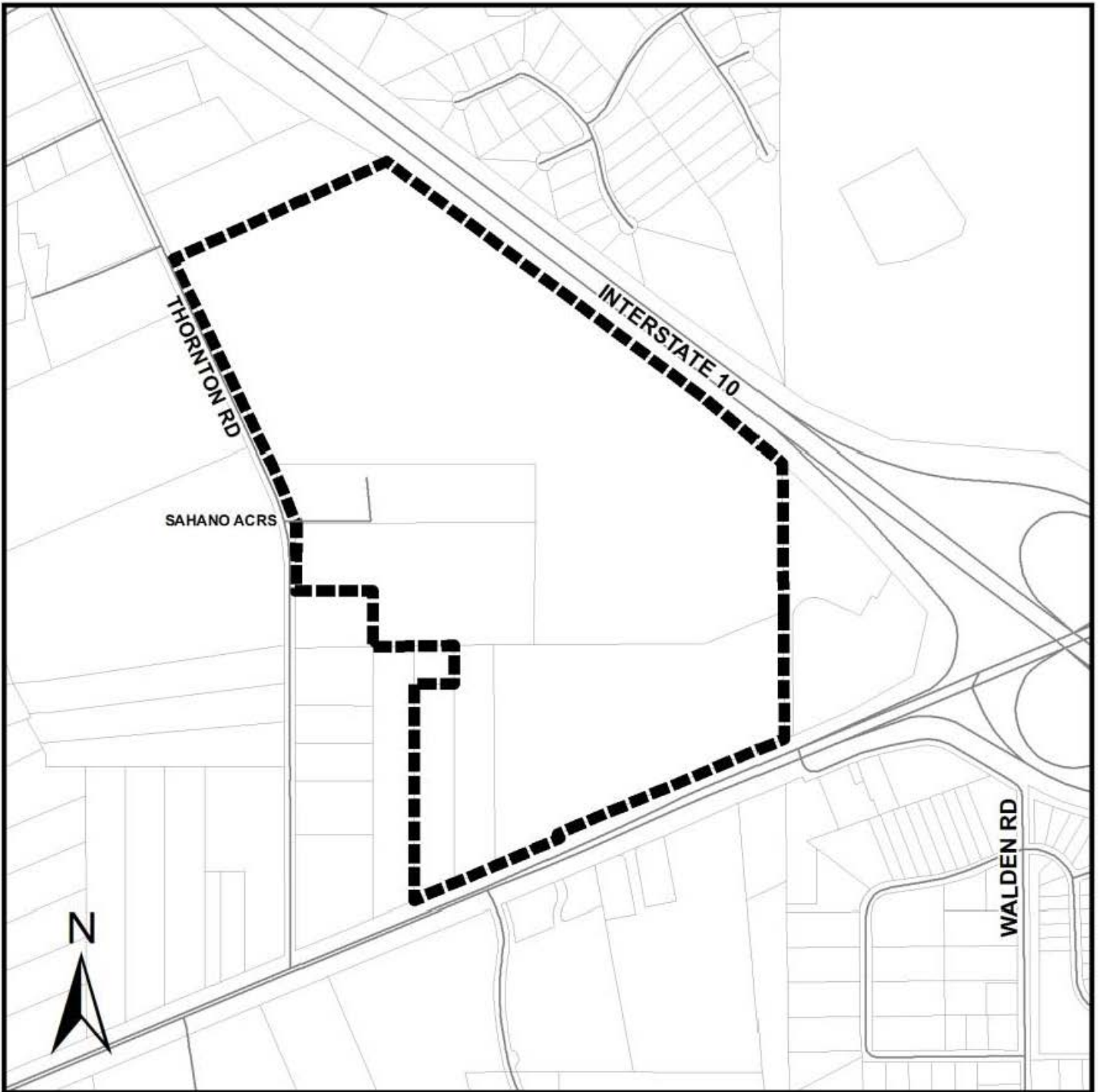
By: _____
Nicholas Maddox, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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



Legend

-  Activity Center
-  Impervious Area
-  City Limits

Notes:

The Unincorporated Activity Center area at Orange Avenue and Capital Circle is approximately 24-acres in total with 11-acres of residential and 13-acres vacant. The vacant parcels are scattered throughout the area with the single largest parcel totaling 4.6 acres.

Orange Ave.

Capital Circle SE

Barcelona Lane

0.25

Page 466 of 467

Posted at 6:00 p.m. on September 30, 2013

Miles

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, October 8, 2013, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, ARTICLE II OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED NOISE CONTROL; AMENDING SECTION 12-56, NOISES PROHIBITED, TO ALLOW FOR CONSTRUCTION-RELATED ACTIVITIES ON SUNDAYS; AMENDING SECTION 12-57, EXEMPTIONS, TO EXTEND THE HOURS OF OPERATION FOR LARGE-SCALE OUTDOOR EVENTS LOCATED IN ACTIVITY CENTERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 426
Tallahassee, Florida 32301

Advertise: September 28, 2013