

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

BOARD REORGANIZATION and REGULAR MEETING

**Tuesday, November 19, 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

**Board Reorganization and Regular Public Meeting
Tuesday, November 19, 2013, 3:00 p.m.**

**Leon County Board of County Commissioners
Board Reorganization**

▪ **Invocation**

The Invocation will be provided by Dr. R. B. Holmes, Jr., Pastor, Bethel Missionary Baptist Church

▪ **Pledge of Allegiance**

Chairman Nick Maddox

▪ **Remarks and Presentation**

The Honorable Clerk of the Court Bob Inzer presiding.

- Remarks by Outgoing Chairman
- Presentation to Outgoing Chairman

▪ **Reorganization**

The Honorable Clerk of the Court Bob Inzer presiding.

- Election of Chairman and Vice-Chairman
- Administration of the Oath of Office to the newly-elected Chairman
- Incoming Chairman's Remarks

▪ **Benediction**

The Benediction will be provided by Father Dave Killeen, Rector at St. John's Episcopal Church.

▪ **Recess for Reception**

The regular meeting will convene at 4:30 p.m.

AWARDS AND PRESENTATIONS

None.

CONSENT

1. Approval of Minutes: September 24, 2013 Regular Meeting and October 8, 2013 Regular Meeting
(Clerk of the Court/Finance)
2. Approval of Payment of Bills and Vouchers Submitted for November 19, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 20 through December 9, 2013
(County Administrator/Financial Stewardship/Office of Management & Budget)
3. Approval of FY 2012-13 Year End Adjustments
(County Administrator/Financial Stewardship/Office of Management & Budget)
4. Approval of the Agreement Between Leon County and Children's Home Society of Florida for the Provision of State-Mandated Child Protection Examinations for FY 2013/14
(County Administrator/Human Services & Community Partnerships)
5. Adoption of a Resolution for the Housing Finance Authority (HFA) to Join the Escambia County Multi-County Single Family Mortgage Revenue Bond Program, Series 2013 - 2017
(County Administrator/Human Services & Community Partnerships/Housing Services)
6. Approval of the Letter of Agreement with the Agency for Healthcare Administration for the FY 13-14 Low Income Pool Award on behalf of Tallahassee Memorial Healthcare, Inc.
(County Administrator/Human Services & Community Partnerships/Primary Health)
7. Request to Schedule the First and Only Public Hearing on a Proposed Ordinance to Establish Low-Impact Development Standards and Incentives for December 10, 2013 at 6:00pm.
(County Administrator/Public Works & Community Development/DSEM/Environmental Services)
8. Approval of the Joint Participation Agreement with the Florida Department of Transportation for the SR20 and Geddie Traffic Signal Installation and Turn Lane Improvement
(County Administrator/Public Works & Community Development/ Public Works/Engineering Services)
9. Approval of Agreement of Purchase and Sale Agreement of Mitigation Credits with Westervelt Ecological Services, LLC in the Amount of \$117,800 for the Killearn Lakes Unit 1 Flood Relief Project
(County Administrator/Public Works & Community Development/ Public Works/Engineering Services)
10. Approval of First Amendment to the Highway Beautification Maintenance Memorandum of Agreement
(County Administrator/Public Works & Community Development/Public Works/Engineering Services)

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

11. Acceptance of the Final FY 2012/13 Ongoing Commissioner Discussion Items Status Report
(County Administrator/County Administration/Agenda Coordinator)
12. Acceptance of the Sense of Place Initiative Status Report
(County Administrator/Public Works & Community Development/PLACE/Planning)
13. Acceptance of Status Report on the County Sustainability Program
(County Administrator/Resource Stewardship/Sustainability)

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

14. Approval of Agreement Awarding Bid to Sandco, Inc. in the Amount of \$1,774,344 for the Construction of the Killearn Lakes Unit 3 Drainage Improvement Project
(County Administrator/Public Works & Community Development/Public Works/Engineering Services)
15. Ratification of Board Actions Taken at the Workshop on Consideration of Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)
(County Administrator/Economic Development & Business Partnerships/Tourism Development)
16. Consideration of Full Board Appointments to the Canopy Roads Citizen Advisory Committee, Educational Facilities Authority, and the Tourist Development Council
(County Administrator/County Administration/Agenda Coordinator)

SITTING AS THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT

17. Adoption of a Resolution Authorizing Issuance of Not to Exceed \$200,000,000 Revenue Bonds and Authorizing Validation Proceedings for the Commercial PACE Program
(County Administrator/County Attorney/Resource Stewardship)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

None.

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

None.

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, December 10, 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> |
|----------------------|-------------------------------------|--|--|
| November 2013 | Monday 11 | Offices Closed | VETERAN'S DAY OBSERVED |
| | <i>Tuesday 12 – Thursday 14</i> | <i>County Commissioner Workshops</i> | <i>Hilton, Daytona Beach Volusia County</i> |
| | <i>Wednesday 13 – Friday 15</i> | <i>FAC Legislative Conference</i> | <i>Hilton, Daytona Beach Volusia County</i> |
| | <u>Monday 18</u> | <u>1:00 p.m.</u> | <u>Capital Region Transportation Planning Agency (CRTPA); City Commission Chambers</u> |
| | Tuesday 19 | 1:00 – 2:30 p.m. | Workshop to Develop Solutions to Promote Sustainable Growth Inside Lake Protection Zone |
| | | 3:00 p.m. | Reorganization of the Board Regular Meeting |
| | Monday 25 | 11:00 a.m. | Community Redevelopment Agency (CRA) City Commission Chambers |
| | Thursday 28 | Offices Closed | THANKSGIVING DAY |
| | Friday 29 | Offices Closed | FRIDAY AFTER THANKSGIVING DAY |
| December 2013 | | | |
| | Monday 9 | 9:00 a.m. – 4:00 p.m. | Board Retreat |
| | <u>Tuesday 10</u> | 1:30 – 3:00 p.m. | Workshop on 2014 State and Federal Legislative Priorities |
| | | 3:00 p.m. | Regular Meeting |
| | | <u>6:00 p.m.</u> | <u>First and Only Public Hearing on a Proposed Ordinance to Establish Low-Impact Development Standards and Incentives</u> |
| | | | First and Only Public Hearing to Adopt an Ordinance to Relevy the Existing Six Cent Local Option Fuel Tax |
| | 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

Educational Facilities Authority

Board of County Commissioners (1 appointment)

EXPIRATIONS

Adjustment and Appeals Board

Tallahassee City Commission (3 appointments)

Architectural Review Board

Tallahassee City Commission (2 appointments)

Canopy Roads Citizens Committee

Tallahassee City Commission (2 appointments)

Enterprise Zone Agency Development (EZDA) Board of Commissioners

Tallahassee City Commission (1 appointment)

Science Advisory 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)

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

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: September 24, 2013 and October 8, 2013 Regular Meetings

| | |
|--|---|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Betsy Coxen, Finance Director, Clerk of the Court |
| Lead Staff/ Project Team: | Rebecca Vause, Board Secretary |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Minutes of the September 24, 2013 and October 8, 2013 Regular Meetings.

Attachments:

1. September 24, 2013 Regular Meeting
2. October 8, 2013 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
September 24, 2013**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Nick Maddox presiding. Present were Vice Chairman Kristin Dozier and Commissioners Bill Proctor, Mary Ann Lindley, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, and Board Secretary Rebecca Vause.

Chairman Maddox called the meeting to order at 3:03 p.m.

The Invocation was provided by Commissioner Bill Proctor who then led the Pledge of Allegiance.

Awards and Presentations

- Vice Chairman Kristin Dozier presented a Proclamation designating October 2013 as Breast Cancer Awareness Month. Tracy Thompson, Executive Director, American Cancer Society, thanked the Board for helping bring awareness of the disease and joining the fight against breast cancer. She announced that the “Making Strides Against Breast Cancer” Walk is scheduled for October 20, 2013 at 1:00 p.m. at Southwood.
- Chairman Nick Maddox presented a Proclamation recognizing Herman Holley and Louise Divine of “Turkey Hill Farms,” for being named the 2013 Leon County Agriculture Innovator by UF/IFAS Extension and Farm Credit of Northwest Florida. Ms. Divine thanked the Board for the recognition. She invited all to take part in the “Seven Days of Local Delights”, a week-long celebration of local food to be held October 21 – 27, 2013.
- Dr. John Armstrong, Surgeon General and Secretary of Health for the State of Florida, presented the County with a Certificate of Recognition for its commitment to making the Public Safety Complex a model for workplace wellness. Additionally, he promoted the “Florida Walks”, an interactive challenge for Florida’s county leadership and staff sponsored by the Department of Health and the Florida Association of Counties.
- Marjorie Turnbull, Choose Tallahassee Red Carpet Committee Chair, provided an update on “Choose Tallahassee”. She mentioned that through the collaboration of community partners the endeavor is going very well. She also shared that 1) the web-site www.choosetallahassee.com has been created to provide information on Tallahassee and its offerings; 2) a cadre of trained hosts has been established to answer questions by those interested in relocating; 3) the entity is now a 501(c)(3) organization, and 4) 75 organizations and individuals are involved with the endeavor. Ms. Turnbull also mentioned the Choose Tallahassee “Home Free” Contest.
 - County Administrator Long shared that Leon County would be the only Florida market representative at the upcoming AARP “Life at 50” National Expo to be held in Atlanta.
- Lee Daniel, Director of Tourism, provided a “teaser” presentation regarding the launch of the 2014 Tourism Marketing Plan. He showed a “destination video” from Canada as an example of what Tourism and the Zimmerman Agency are working on for Leon County/Tallahassee.
 - County Administrator Long reminded the Board that the brand new marketing campaign will be rolled out Thursday, September 26th at Bass Pro Shop.

Consent:

Commissioner Sauls moved, duly seconded by Commissioner Desloge to approve the Consent Agenda with the exception of Item 14, which was pulled for further discussion. The motion carried 7-0.

1. Ratification of Commissioners’ Appointments to the Human Services Grant Review Committee

The Board approved Option 1: Ratify Commissioner Dozier’s appointment of Gwen Hooper to the Human Services Grant Review Committee

2. Approval of a \$50,000 Marketing Initiative for FAMU's 2013 Football Season

The Board approved Options 1 & 2: 1) Approve the \$50,000 marketing initiative for FAMU's 2013 football season through the Division of Tourism Development's unallocated fund balance, and 2) Approve the Resolution and associated Budget Amendment Request.

3. Acceptance of the Local Agency Program Agreement Between the Florida Department of Transportation and Leon County for the Big Bend Scenic Byway, Phase 2 – Design Build

The Board approved Options 1 & 2: 1) Approve the Local Agency Program Agreement between the Florida Department of Transportation and Leon County for the Big Bend Scenic Byway, Phase 2 – Design/Build, and authorize the County Administrator to execute all documents, as necessary, to complete the project, in a form approved by the County Attorney, and 2) Approve the Resolution and associated Budget Amendment Request.

4. Approval of Payment of Bills and Vouchers Submitted for September 24, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 25, 2013 through October 7, 2013

The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 24, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 25, 2013 through October 7, 2013.

5. Acceptance of Fiscal Year 2012/2013 Tangible Personal Property Annual Report

The Board approved Options 1 & 2: 1) Accept Fiscal Year 2012/2013 Tangible Personal Property Annual Report, and 2) Authorize the deletion of 536 tangible personal property items from the Property Control records.

6. Approval of the FY 2013/2014 Community Human Service Partnership Funding for Social Service Agencies

The Board approved Options 1 & 2: 1) Approve the Human Services Grant Review committee funding recommendations for FY 2013/2014 in the amount of \$825,000, and 2) Authorize the County Administrator to execute the agreements with the funded agencies; and to modify the agreements with the funded agencies, as necessary, in a form approved by the County Attorney.

7. Ratification of Board Actions Taken at the September 10, 2013 Workshop on Consideration of Bond Community Health Center, Inc. FY 2014 Funding

The Board approved Option 1: Ratify Board actions taken at the September 10, 2013 Workshop on Consideration of Bond Community Health Center, Inc. FY 2014 funding.

8. Approval of Veterans Emergency Assistance Program Memorandum of Agreement with Florida Veterans Foundation

The Board approved Option 1: Approve the Veterans Emergency Assistance Program Memorandum of Agreement with Florida Veterans Foundation for FY 2013/14 and authorize the County Administrator to execute; and, authorize the County Administrator to execute any and all future modifications, in a form approved by the County Attorney.

9. Approval of the Renewal of the Certificate of Public Convenience and Necessity to Provide Advanced and Basic Life Support Ground Ambulance Services to Tallahassee Memorial Healthcare, Inc.

The Board approved Option 1: Approve the renewal of the Certificate of Public Convenience and Necessity to provide advanced and basic life support ground ambulance services to Tallahassee Memorial HealthCare, Inc., and authorize the Chairman to execute.

10. Acceptance of a Conservation Easement from Chapel Hill Baptist Church

The Board approved Option 1: Approve and accept for recording a Conservation Easement from Chapel Hill Baptist Church, Inc. for the Chapel Hill Baptist Church, Inc. Type C Site and Development Plan Project.

11. Approval of a Partial Release, Quit Claim, and Termination of Conservation Easement for Conservation Easement #5 for Proposed Capital Circle Northwest-Tower Road Intersection Improvements

The Board approved Option 1: Approve and Accept for recording the Partial Release, Quit claim, and Termination of Conservation Easement for Conservation Easement #5 for proposed Capital Circle Northwest-Tower Road Intersection Improvement.

12. Approval to Declare County-Owned Parcel Intersecting Apalachee Parkway Near W.W. Kelley Road as Surplus Property

The Board approved Options 1 & 2: 1) Declare the County-owned parcel #320420-405-0000 as surplus property by determining that its fair market value is \$15,000 or less and that, due to its size, shape, location, and value, it is of use only to one or more adjacent property owners, and 2) Proceed with the sale of County-owned parcel #320420-405-0000 by private sale in accordance with Section 125.35(2), Florida Statutes, and Paragraph VI.A2 of Board Policy No. 03-01, "Approval Authority for the Acquisition, Disposition, and Leasing of Real Property," and authorize the County Administrator to execute any and all documents as needed to finalize the conveyance of the surplus property.

13. Acceptance of Status Report on the Entrepreneurial Resources Stakeholders' Forum and Approval of funding Request to Sponsor the Power Forward Speaker Series Featuring Barbara Corcoran in the Amount of \$2,500

The Board approved Options 1 & 2: 1) Accept the status report on the Entrepreneurial Resources Stakeholder Forum, and 2) Approve the Budget Amendment Request in the amount of \$2,500 to sponsor the Power Forward Speaking Series Featuring Barbara Corcoran.

14. Acceptance of Status Report on the Noise Control Ordinance Regarding Noise Associated with Construction-Related Activities

Commissioner Dozier requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Dozier indicated that she has heard from residential contractors regarding the prohibition of Sunday construction and the hardship this poses.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, to direct staff to look at Sunday alternatives for timeframe and scope of work for residential contractors.

Commissioner Desloge asked that staff reach out to the Tallahassee Builders Association for their input.

The motion carried 7-0.

15. Acceptance of Status Report on Development of Performance Level Design Standards for Activity Centers

The Board approved Option 1: Accept the status report on completion of the Board Strategic Initiative to develop performance level design standards for Activity Centers.

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; there will not be any discussion by the Commission)

- Wilson Barnes, 1949 Setting Sun Trail, spoke on the Affordable Health Care and Patient Rights Act and cited examples of resistance and obstruction by State and national legislators. He requested the Board make a statement and hold a town hall meeting.
- Mia Shargel, 1515 Seminole Drive, appeared as representative of Woodland Drive and Myers Park neighborhoods. She stated that a review of the draft report of the sound test conducted by Siebein Associates (acoustical engineer hired by the neighborhood) revealed elements that are significantly different from the Blueprint report. She opined that these differences were critical to the regulation and decision-making process and asked the Board to arrange time to hear from Robert Lilkendey of Siebein Associates regarding his findings.
 - Chairman Maddox requested staff bring back a report on Mr. Lilkendey's findings at the next meeting.

General Business

16. Approval of the December 2013 Board Retreat Agenda

County Administrator Long introduced the item. He noted that the item includes moving from a two year to a five year strategic planning horizon and recommends a Retreat agenda which gives the Board an opportunity to evaluate, update, and prioritize specific actionable issues. County Administrator Long added that the proposed agenda proposes a facilitated discussion between Commissioners and Liz Joyner of Village Square, regarding an expanded partnership focused on the next version of Citizens Engagement, relationship building and conveying relevance by engaging people.

Commissioner Desloge moved, duly seconded by Commissioner Sauls, approval of Option 1: Approve the proposed agenda for the December 9, 2013 Board Retreat. The motion carried 6-0 (Commissioner Dozier out of Chambers)

17. Consideration of the Statement of Work with Mercer for a Study on the Impacts of the Affordable Care Act on the CareNet Program

County Administrator Long introduced the item. He recalled that the Board had, at its September 10, 2013 Workshop, directed staff to bring back an agenda item to consider contracting with Mercer.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, & 3: 1) Approve the Mercer Phase 1 Statement of Work, and authorize the County Administrator to execute; and authorize the County Administrator to approve any and all future modifications, in a form approved by the County Attorney; 2) Approve the Mercer Phase 2 Statement of Work, and authorize the County Administrator to execute; and authorize the County Administrator to approve any and all future modifications, in a form approved by the County Attorney, and 3) Approve the Budget Amendment Request from General Fund Contingency, in an amount of \$57,000.

Commissioner Proctor stated that he would like Mercer to integrate the Affordable Care Act (ACA) provisions in the study and suggested Mercer look at Leon County becoming a model to have a greater role in healthcare should the safety net dissolve. He also mentioned the potential for Bond and Neighborhood Medical Center (NMC) to lose patients now that citizens have more of a choice in health care and suggested that scenario be contemplated in the Mercer study. He also questioned how the County would respond should this happen.

Commissioner Desloge clarified with County Administrator Long that Option 1 would look at impacts on CareNet programs. He then asked if there was some way to expand the scope of the study to evaluate the current CareNet programs to determine if there are areas where the money could be better spent. Mr. Long responded that Phase 1 provides the Board very good, high-level information on how the provision of ACA would impact relationship with current providers and Phase 2 would provide more specific detail or data. Commissioner Desloge suggested that the Board move forward with Phase 1, but wait on Phase 2 to allow time to learn the ACA's impact after a few months of implementation.

Commissioner Dozier indicated that while she could support the motion, agreed that it might be more appropriate to wait on Phase 2. She mentioned that delaying Phase 2 would also allow the Board an opportunity to expand the scope of Phase 2. Commissioner Dozier mentioned that Bond had been allocated \$138,000 for outreach and enrollment of residents into the ACA. She recalled that Governor Scott has stated that health departments cannot be used by navigators and asked staff to follow the navigator issue and consider other strategies that can be engaged to educate the public on the ACA.

Commissioner Lindley amended her motion to defer action on Phase 2, and approve Options 1 & 3: 1) Approve the Mercer Phase 1 Statement of Work, and authorize the County Administrator to execute; and authorize the County Administrator to approve any and all future modifications, in a form approved by the County Attorney; 2) ~~Approve the Mercer Phase 2 Statement of Work, and authorize the County Administrator to execute; and authorize the County Administrator to approve any and all future modifications, in a form approved by the County Attorney;~~ and 3) Approve the Budget Amendment Request from General Fund Contingency, in an amount of ~~\$57,000~~ \$27,000.

Commissioner Lindley concurred that the County should do all it can to disseminate information on the ACA.

Commissioner Proctor also voiced concerns about the Governor's dictate that navigators are not allowed at health departments. He then advocated for moving ahead with Phase 2 and restated his concerns about the sustainability of Bond and NMC should their patient base be reduced. He inquired if the County could be licensed as a Federally Qualified Health Center; to which County Administrator Long responded that there are health departments which are HQHCs while others operate as Leon County, through community based health clinics.

Chairman Maddox established with Commissioner Lindley that her amended motion did not prohibit the Board's ability to authorize moving forward with Phase 2 at a future date.

Commissioner Desloge responded to comments regarding the Governor's decision to not allow navigators' at health departments. He conveyed that the clientele of the health department are not the ones that would be signing up for the program. He maintained these are public building, same as libraries, at which Medicaid and Medicare does not have the right to disseminate information. He opined it was unfair to tout the mandate an effort to "gut" the program.

The motion as amended, carried 7-0.

18. Approval to Award 457(b) Deferred Compensation and 401(a) Retirement Plans to a Single Provider and Authorize Staff to Begin Negotiations with Lincoln Financial Group

County Administrator Long introduced the item. He remarked that the item has no fiscal impact; per se, but provides information on cost savings to employees associated with going to a single provider versus continuing to provide multiple choices to employees participating in the deferred compensation and retirement match programs. He relayed that Board direction was sought.

Speakers:

- John Lynn, 21707 Altamira Avenue, Boca Raton, FL, Nationwide Retirement Solutions (NRS), voiced opposition to the recommendation. He noted that NRS has been a provider for Leon County since 1982 and is its largest provider. He stated that NRS provides a 3.5% guaranteed fixed return and has provided a local representative since 1982. He also expressed a concern about the survey. Mr. Lynn suggested that before this major change is made the County sit down with the current providers.
- Christina Charbonneau, 825 Thomasville Rd., VALIC, commented that they are a current provider. She stated that VALIC was one of the largest providers for government retirement services. Ms. Charbonneau mentioned that she had provided each Commissioner a letter outlining her concerns, which included: 1) VALIC was deemed unresponsive to the RFP; 2) the survey and the questions posed were misleading; 3) retirees and current participants would be negatively impacted by the forced change.

Commissioner Desloge asked the County Attorney about the County's fiduciary responsibility. County Attorney Thiele opined that by 1) having looked at the plans; 2) having gone through the RFP process; 3) providing employees with a selection, and 4) providing employees with background information on the plans meets the Board's fiduciary obligation. Mr. Thiele added that he did not believe the Board was breaching its fiduciary responsibility by not going to a single provider.

Commissioner Desloge continued that 30 years' worth of relationship was worth a lot and he had not heard from a single employee who wants to change. He indicated that he was very comfortable with the current scenario and recommended that the item be tabled, and that Human Resources be asked to reach out to the current providers to see what changes can be made to address some of the concerns brought forward through the survey.

Commissioner Desloge moved, duly seconded by Commissioner Proctor, to table the item and direct the Human Resources Department to work with current providers to address any issues and make appropriate changes.

Commissioner Sauls commented that she has been with her current provider for a long time and was very happy. She too remarked that she had not heard from any employees regarding issues they may have.

Commissioner Sauls offered a substitute motion for approval of Option 3: Reject all proposals and retain the current multiple vendor structure for administration of Leon County 457 Deferred Compensation and Retirement Match Plan Assets. The substitute motion was seconded by Commissioner Dailey.

Commissioner Proctor questioned why companies such as The Florida League of Cities, MetLife, Nationwide Retirement Solutions (NACO) did not respond to the most recent RFP; however, did submit responses to the 2012 RFP. He discussed the results of the survey noting that 73% of Constitutional Office employees and 60% of Board employees indicated an interest in consolidation and how the motion did not represent the majority of survey respondents. Commissioner Proctor commented that he was unclear of the savings that would be realized by consolidation. County Administrator Long explained that the selection of a single provider could result in an estimated \$200,000 for employees in the programs; however, he emphasized that staff had no objection to maintaining the current system and the item was brought forward for the Board's consideration. He noted that staff had not offered a recommendation on the item and sought Board direction.

Commissioner Dozier clarified with Mr. Long that the motion would not prevent staff from continuing to look at ways to improve the program.

Commissioner Sauls conveyed that the Board has always been inclined to offer employees choices whenever possible. She noted that the County Attorney has advised that the Board had done its fiduciary obligation and urged support of the substitute motion.

Commissioner Desloge rescinded his motion; therefore, Commissioner Sauls' motion becomes the motion on the floor.

Clerk of Court Bob Inzer, Chairman of the Deferred Compensation RFP Committee, was invited to address the Board. He conveyed that the Constitutional Officers and County staff have worked together for two years on a process to maximize benefits to employees, both from a standpoint of reducing costs and maximizing value. He stated that RFP process was conducted for the benefit of employees and the proposals were evaluated on both value and cost. He asserted there is no other area whereby services are procured without a competitive process other than this. Clerk Inzer opined that the Board had not done its fiduciary responsibility as there has been no analysis on return and no transparency of cost. He encouraged the Board to hear from the consultant who was hired to assist and advise the Committee throughout the selection process.

Chairman Maddox offered County Attorney Thiele an opportunity to respond to Clerk Inzer's remarks. Mr. Thiele stated that he stood by the position he took earlier. He believed the motion on the floor, which is to maintain the same number and types of providers, but with direction to the County Administrator and Human Resources to look at ways to address concerns that had been raised and doing a better job of clarifying the costs involved, meets all fiduciary requirements.

Commissioner Proctor confirmed with Clerk Inzer that his concerns regarding the County's fiduciary responsibility were two-fold: 1) there has been no review of the returns and how they compare and 2) no method to ensure the prices paid are competitive. Clerk Inzer submitted that costs are not disclosed to employees, thus employees are unable to make informed decision on value versus cost. Commissioner Proctor discussed with County Attorney Thiele the responsibility of the County to oversee the plans offered. Mr. Thiele remarked that more comprehensive information should be offered by the providers should there be a question on the investment vehicle offered or its fees. Mr. Thiele submitted that employees have some obligation for their investment.

Commissioner Dozier thanked Clerk Inzer and the Committee for their work on this issue over the past two years. She reiterated a desire to have clearer information provided to employees.

Commissioner Dailey indicated that he would support the motion on the floor and was satisfied that staff will continue to monitor this matter and if changes were warranted, they would be brought to the Board for consideration.

Steve Gordon, The Bogdahn Group (the consultant hired to assist the Committee through the review process) addressed the Board. He referred the Board to Attachment #5 of the agenda packet (Department of Labor (DOL) brochure titled "Meeting Your Fiduciary Responsibilities"), which he submitted clearly states the County's fiduciary responsibility to review fees and to ensure that participants are paying the best fees and receiving the best value. He added that the DOL guidelines offer that an employer should establish a review process (suggested to be every 3-5 years) of current service providers. Mr. Gordon also provided that the cost reduction of going to a single provider was estimated to be \$200 per participant, per year.

Commissioner Proctor reiterated his concerns about the lack of transparency from providers and asked that they be directed, going forward, to be more transparent in their fees.

The motion carried 7-0.

19. Authorization to Draft a Board-Initiated Comprehensive Plan Map Amendment Regarding Revisions to Future Land Uses Eliminating Areas from the Heavy Industrial Zoning Category

County Administrator Long introduced the item. He explained that the Board had at its 2012 Retreat amended an existing strategic initiative to establish an updated initiative to "identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity". He stated that the item fulfills the initiative.

Speaker:

- Ernest Steele, 5415 Jackson Bluff Road, spoke for the family that owns two of the three parcels affected. He provided a history of the 1990 rezoning, which rezoned the parcels from residential into a heavy industrial zoning category. He conveyed this has adversely impacted his ability to rent the property. He requested the Board's assistance and urged approval of the request.

County Administrator Long stated that the comp plan amendment specifically addresses Mr. Steel's property. The issue is a matter of timing with a Board initiated amendment.

Wayne Tedder, PLACE Director, stated that the proposed Comprehensive Plan Amendment would resolve Mr. Steel's concerns, and would be processed as soon as possible. However, due to the Comp Plan amendment schedule, the amendment would not be finalized until April 2014.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2: 1) Authorize staff to draft a Board-initiated Comprehensive Plan Map Amendment regarding the elimination of areas from the heavy Industrial zoning category, and 2) Direct staff to bring back a proposed ordinance to expand complementary use in the Light Industrial (M-1) zoning district.

Commissioner Sauls stated that her office has been working with Mr. Steele for a while to get this issue resolved. She asked County Attorney Thiele if there was a way that the property could be leased during the amendment process. Mr. Thiele suggested that if Mr. Steele provide some additional information, i.e., utility bills, leases, which could be used to support a non-abandonment of a non-conforming use. Commissioner Sauls asked staff to work with Mr. Steele to find if possible a solution to the problem during the amendment process.

Commissioner Dailey voiced his support for the motion and supported Commissioner Saul's request for staff to work to find a solution to this as quickly as possible.

Commissioner Proctor confirmed with County Attorney Thiele that the Board could not deem this particular situation a hardship and waive the rules.

The motion carried 7-0.

20. Approval of Agreement Awarding Bid to Peavy and Son Construction Company, Inc. for Open Graded Hot Mix Pavement Unit Pricing Contract

County Administrator Long introduced the item. He stated that the vendor was the lowest responsive bidder.

Commissioner Sauls moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the Agreement awarding bid to Peavy & Son Construction Company, Inc. for the Open Graded Hot Mix Bituminous Pavement Unit Pricing Contract, and authorize the County Administrator to execute. The motion carried 7-0.

21. Consideration of Agreement with Marpan Recycling for Processing Single-stream Recycling

County Administrator Long introduced the item. He reported that great strides had been made within the Solid Waste Program in 2013 in the areas of collection, waste processing, disposal and recycling processing. He reported that the proposed single-stream recycling contract would increase recycling rates and result in anticipated revenues of \$171,000 annually for the County.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize staff to utilize the City of Tallahassee's single stream bid award and enter into an agreement with Marpan Recycling for the receipt and processing of single-stream recyclables, and authorize the County Administrator to execute the agreement in a form approved by the County Attorney. The motion carried 7-0.

22. Request to Schedule a First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 12, Article II, Entitled "Noise Control" for Tuesday, October 8, 2013 at 6:00 p.m.

County Attorney Thiele introduced the item. He stated the Board had, at its September 10, 2013 meeting, directed staff to bring back an amendment to the County's noise control ordinance to increase the closing hour for areas designated as Activity Center from 10:00 p.m. to 11:30 p.m. He noted there are two areas in the unincorporated area designated Activity Center: Orange Avenue/Capital Circle Southeast and Highway 90/Interstate 10.

Commissioner Proctor moved, duly seconded by Commissioner Sauls, approval of Option 1: Schedule a First and Only Public Hearing to consider adoption of an Ordinance amending Chapter 12, Article II, entitled "Noise Control" for Tuesday, October 8, 2013 at 6:00 p.m.

Commissioner Dozier mentioned that her office has received a number of concerns/e-mails regarding the last concert held at Devoe Moore's property and acknowledged that staff has already addressed a number of the concerns. She opined that a more appropriate time to conclude events would be 11:00 p.m. and stated that she would suggest this at the public hearing. She also stated that while she did not want to stifle Mr. Moore's ability to hold a concert, the concerns of the neighborhoods should be considered.

The motion carried 7-0.

23. Consideration of Full Board Appointment to the Architectural Review Board

County Administrator Long introduced the item.

Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Option 1: Appoint Elizabeth Ann Crawford to the Architectural Review Board. The motion carried 7-0.

Chairman Maddox adjourned the Board at 5:11 p.m. for its dinner break and announced that it would reconvene at 6:00 to conduct the scheduled public hearings.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

Chairman Maddox reconvened the Board at 6:00 and conducted the following public hearings.

24. Second and Final Public Hearing for Adoption of the FY 2013/2014 Final millage Rates and Final Budgets

Chairman Maddox announced that this was the second of two required public hearings on the Leon County budget for FY 2013/2014. He invited those individuals who wished to speak on the item to complete a speaker card and submit it to the Clerk.

County Administrator Vince Long read the following into the record:

- The proposed aggregate millage rate is 8.8144 mills, which is less than the aggregate rolled-back millage rate of 9.0069 mills.

An overview of the final FY 2014 budget was provided and Chairman Maddox offered an opportunity for Commissioners to ask any final questions.

Commissioner Proctor called attention to the fact that the County contributes more than two times the amount of money into the CRA than the City. He asked if the County was mandated to be part of the CRA. County Attorney Thiele clarified that the County has an Interlocal Agreement with the City and once a CRA is established, all of the change upwardly of the values of the property does go to the CRA by operation of law; there is no option.

Speakers:

- John Ted Barefield, 2107 Napoleon Bonaparte Drive, voiced his opposition to the proposed budget, increased stormwater fees, the imposition of the gas tax, and employee raises. He stated that the Board could help citizens more by not continuing to raise taxes.

- Harry Neel, 8201 Old St. Augustine Rd., referenced the budget summary posted in the *Tallahassee Democrat* and stated that the information was confusing. He questioned the number of funds and whether funds are coming in from accounts that were not reported. He also asked why residents are paying \$40 a quarter for fire services.
- Curtis Baynes, 1323 E. Tennessee St., urged the Board to pass the millage and acknowledged the Board's efforts to control the millage over the past years. He also appreciated efforts to reduce the waste collect fees by bidding that service out. He expressed a concern about the increased reliance on non-ad valorem fees and suggested that the County increase growth management fees to help reduce the general funds subsidy. He was also opposed to employee raises.

Commissioner Proctor stated that he was pleased with the efforts of staff and the Commission and would support the budget; even though it did not lend itself to all he advocated for such as an increase in transportation dollars.

Commissioner Dozier responded to Mr. Neel's comments and asked County Administrator Long how the County might improve the way the budget summary is conveyed to the public. Mr. Long responded that County makes an effort to provide the budget in a user friendly format; however, was always open to suggestions. He indicated that more information could be found on the County's website or in the County's annual report.

Commissioner Desloge noted that 40 of Florida's 67 counties are raising taxes. He submitted that the County is very transparent and suggested that citizens e-mail Commissioners or County staff with any questions they may have.

Chairman Maddox thanked those citizens who took time to provide comment on the budget. He reiterated comments by Commissioner Desloge and assured residents that Commissioners and staff are available to answer any questions and to do all possible to ensure that actions taken by the Board are understood. Chairman Maddox mentioned that he was willing to look at the Growth Management subsidy issue. He concluded his remarks by relaying that the Board does not take tax dollars for granted and would continue to put together the leanest government possible without increased costs.

The Board approved the following options:

- *Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Adopt, via Resolution, the final FY 13/14 Countywide millage rate of 8.3144 mills. The motion carried 7-0.*
- *Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 2: Adopt, via Resolution, the final FY 13/14 Countywide budget. The motion carried 7-0.*
- *Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 3: Adopt, via Resolution, the final FY 13/14 Emergency Medical Services MSTU millage rate of 0.5000 mills. The motion carried 7-0.*
- *Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 4: Adopt, via Resolution, the final FY 13/14 emergency Medical Services MSTU budget. The motion carried 7-0.*

25. First and Only Public Hearing to Consider Adoption of Amendments to Chapter 10 of the Leon County Code of Laws Relating to the Grade Change Limitations in Topographic Alterations (Continued from July 9, 2013)

County Administrator announced the public hearing and confirmed there were no speakers on this issue.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only Public Hearing and adopt the amendments to Chapter 10 of the Leon County Code of Laws to revise the grade change limitations in topographic alterations. The motion carried 7-0.

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

Comments/Discussion Items

County Attorney Thiele:

- No issues.

County Administrator Long:

- Referred to Consent item #6 (Approval of the FY 2013/2014 Community Human Service Partnership Funding for Social Service Agencies), which included funding for the Boys and Girls Club in the amount of \$206,367. He advised that the Boys & Girls Club is experiencing a current year funding shortfall of approximately \$72,000 and they have asked for advancement from FY 14 CHSP funding. He noted that the \$72,000 would be split among the County, City and United Way at \$24,000 per entity and the County's portion could be accomplished by the Board authorizing a budget amendment realigning \$24,000 from the general fund contingency account of which funds are available.
 - *Commissioner Proctor moved, duly seconded by Commissioner Desloge, to authorize the appropriate budget action to advance fund \$24,000 of the Boys and Girls Club FY 2014 CHSP funding and authorize the appropriate modifications to the Boys and Girls Club funding agreement to address this advance. The motion carried 7-0.*
- Thanked the Chairman and Board for its leadership during another tough budget year. He also thanked County employees for their hard work.
- Announced that the "Heart Walk" would be held on Saturday, September 28 at Tom Brown Park and the County would have a team participating. More details will be provided via e-mail.

Commissioner Discussion Items

Commissioner Desloge:

- Congratulated County Administrator Long on being named 2013 Leadership Tallahassee Leader of the Year.
- Reminded all that Florida Walks begins October 1, 2013.
- *Requested a Proclamation for Bob Keller who will be 80 years old in January and who has participated in 300 triathlons. Approved without Objection.*
- *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to have the County apply for NACo's assistance in hosting a one-day community dialogue event to strategize efforts in coordinating health initiatives to improve county health. The motion carried 7-0.*
- Thanked staff for their work in development of the budget.

Commissioner Proctor:

- Wished his father, William Proctor, Sr., a "happy birthday". He will be celebrating his birthday tomorrow.

Commissioner Dailey:

- Conveyed his congratulations to County Administrator Long.
- Thanked the budget staff for all their “fine work”.
- Commented that some frustration has been expressed regarding the Abandoned Property Registration Program the Board adopted on March 12th. He suggested the County stop the process until some of the issues have been resolved.
 - County Attorney Thiele affirmed that the issue would be coming back to the Board. He also recommended that, with Board concurrence, staff self-initiative a hold on any further processing of any applications.
 - Chairman Maddox established that there was no objection for staff to self-initiate the suspension of the program.

Commissioner Sauls:

- Echoed congratulations to County Administrator Long.
- Appreciated all County employee effort this past year and looks forward to the upcoming fiscal year.

Commissioner Lindley:

- Expressed appreciation for the guidance she received from staff during the budget process.
- Also expressed congratulation to County Administrator Long.
- Mentioned that she was the County’s liaison on the Canopy Roads Advisory Committee and at their last meeting Growth Management staff presented the Pathways Initiative, which showed some of the conflicts between the Canopy Road Ordinance and the Multi-Model Transportation Plan. She announced that six public meetings would be held to determine the best course of action going forward to protect canopy roads and also implement the Plan. She advised that this could be a topic that results in a good bit of public response.

Commissioner Dozier:

- Congratulated County Administrator Long and expressed appreciation to staff.
- Shared that the etchings of Rembrandt are on display at the Museum of Fine Arts at FSU through October 6th.
- Encouraged participation in “Heart Walk”.

Chairman Maddox:

- Stated that he was proud of the Board’s work in establishment of the budget. He too expressed thanks to staff and expressed appreciation to fellow Commissioners for the opportunity to be the Board’s Chairman throughout the process.

Receipt and File:

- Northwest Florida Water Management District Notice of Change of Registered Agent

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:45 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk & Comptroller
Leon County, Florida

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
October 8, 2013**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Nick Maddox presiding. Present were Commissioners Kristin Dozier, Bill Proctor, Mary Ann Lindley, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, and Board Secretary Rebecca Vause.

Chairman Maddox called the meeting to order at 3:02 p.m.

The Invocation was provided by Commissioner Jane Sauls who then led the Pledge of Allegiance.

Awards and Presentations

- Chairman Nick Maddox presented a Proclamation recognizing Beta Lambda Chapter of Phi Beta Sigma Fraternity, Inc. as "International Model Alumni Chapter of the Year". Rickie Williams, Fraternity Chapter President, accepted the honor and thanked the Board for the recognition.
- Commissioner Mary Ann Lindley presented a Proclamation in honor and recognition of Dr. Charles Evans' accomplishments on Civil Rights in the community and throughout the south. The Proclamation was accepted by Dr. Connie Evans, his widow, on behalf of the Evans family.
- Robin Hassler Thompson, Chair, Tallahassee-Leon County Commission on the Status of Women and Girls, made presentation on the upcoming Women and the Workplace Summit to be held at the Turnbull Center on October 17, 2013.

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

Cay Hohmeister, Library Services director, expressed thanks for the donation and introduced Grant and Raymond Capelouto.

Grant Capelouto stated that 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). Materials purchased with the donation will enhance and enrich the library's materials about the Holocaust.

The Board approved Options 1 & 2: 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, and 2) Approve the Resolution and associated Budget Amendment Request.

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Lindley approval of the Consent Agenda with the exception of Item 7, which was pulled for further discussion. The motion carried 7-0.

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

The Board approved 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.

3. Authorization to Support the United States Special Operations Command Conducting Military Training within Leon County

The Board approved 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.

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, 2013 through October 28, 2013

The Board approved Option 1: Approve the 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, 2013 through October 28, 2013.

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

The Board approved Options 1 & 2: 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, and authorize the County Administrator to execute, and 2) Approve the Resolution and associated Budget Amendment Request.

6. 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 2013/2014

The Board approved 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, and authorize the County Administrator to execute.

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

The item was pulled from Consent by Commissioner Dailey.

County Administrator Long introduced the item.

Commissioner Dailey stated for transparency purposes, he is a voluntary member of the Apalachee Center Board of Directors. He confirmed with County Attorney Thiele that he had no conflict of interest in voting on this issue.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of 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. The motion carried 7-0.

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

The Board approved 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.

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

The Board approved Option 1: Approve and accept for recording a Conservation Easement from the BLRD13, LLC for the Preserve at Buck Lake Type A subdivision.

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

The Board approved 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.

11. Adoption of Solid Waste Rate Resolution

The Board approved Options 1 & 2: 1) Approve the proposed Solid Waste Rate Resolution reducing the current tipping fee and increasing the disposal fees for electronics and tires, and 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.

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

The Board approved Options 1, 2, & 3: 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, and 3) approve the Resolution and associated Budget Amendment Request in the amount of \$25,000 to provide funding for the Domestic Violence Coordinating Council.

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

The Board approved Option 1: Approve the plat of Velda Oaks subdivision for recording in the Public Records contingent upon staff's final review and approval, and approve and accept the Performance Agreement and Performance Bond.

14. Approval of Access Easement for Douglas Jones and Stephani P. Jones

The Board approved Option 1: Approve the Access Easement for Douglas Jones and Stephani P. Jones, and authorize the Chairman to execute same.

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.

The record reflects receipt of an e-mail from Ryan Lerch indicating his support for the proposed ordinance.

The Board approved Options 1 & 2: 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" for Tuesday, October 29, 2013 at 6:00 p.m., and 2) Direct staff to provide the Board of County Commissioner's 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.

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; there will not be any discussion by the Commission)

- Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

General Business

16. Acceptance of the 2013 Leon County Annual Report

County Administrator Long, in accordance with Florida Statutes, presented the County's 2013 Annual Report to the Board and citizens. He stated that along with the print copy, the report would be presented to multiple community groups and a summary of the report would run in the Tallahassee Democrat this upcoming Sunday. On behalf of all County employees, he thanked the Board for its consistent leadership, for providing clear policy direction and for balancing all public policy issues with "rigor and reason that characterizes the Board".

The report provided results of staff's implementation of Leon LEADS and the strategic priorities and initiatives associated with the Strategic Plan. He conveyed that of the 109 strategic initiatives, 80 have been completed; with 23 slated for completion by December 31, 2013. County Administrator Long emphasized that the report conveys and demonstrates why, what and how the County does what it does. Highlights of the report included, but were not limited to, the following:

- Financial Stewardship:
 - Reduced budget \$674,000; \$62.3 million since FY 2008;
 - Eliminated an additional 8.2 positions, 83 positions since FY 2008;
 - Reduced property tax collections by \$1.0 million, and
 - Continue to rank among the most efficient Florida counties.
- Strategic Priorities
 - Economy: *"To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy."*
 - Tapped into thriving tourism economy and realizing significant results such as:
 - Increased return on investment to \$201 from \$187;
 - 2.6 million visitors to the community through advertising efforts;
 - Realized \$629 million in economic impact;
 - Supported more than 13,788 jobs;
 - Hosted nine cross country events at the Apalachee Regional Park, which generated \$1.8 million in direct spending, and
 - Launched Trailahassee.com.
 - Spurred millions in private investment (College Town, Bass Pro).
 - Invested in capital projects which helped create 833 construction related jobs.
 - Initiated after hours and weekend inspections and suspended fees for permit extensions.

- Environment: *“To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community’s health, economic strength and social offerings.”*
 - Hosted Sustainable Community Summit;
 - First County to implement Commercial PACE program;
 - Reduced curbside collection for all unincorporated residents, and
 - Surpassed statewide recycling goal with a 42% rate.
- Quality of Life: *“To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community.”*
 - EMS responded to 33,498 calls;
 - Opened the Public Safety Complex;
 - Served 18,628 veterans, and
 - Opened new community center and expanded “park like” library.
- Governance: *“To be a model local government which our citizens trust and to which other local governments aspire.”*
 - Over 300 participants in Citizen Engagement Series;
 - Initiated and presented seven immersive hands on sessions, and
 - Created Domestic Partnership Registry.

County Administrator Long’s presentation concluded with the presentation of a video summarizing the 2013 Annual Report.

Commissioner Desloge moved, duly seconded by Commissioner Dailey, approval of Option 1: Accept the 2013 Leon County Annual Report. The motion carried 7-0.

17. Acceptance of the Viva Florida Time Capsule Committee’s Final Report and Approval of Recommendations

County Administrator introduced the item. He recognized the leadership of Bob Bullard, Chairman of the Time Capsule Committee, and then invited Shington Lamy, Assistant to the County Administrator, to make report to the Board.

Mr. Lamy provided a summary of the Committee’s report. He conveyed that the Department of State had provided all 67 counties a time capsule to collect items that uniquely represent each community. He shared that the committee held a total of 10 community meetings to promote the time capsule and to gather citizen input, which resulted in 126 items being recommended for inclusion in the time capsule. (A complete list of items was included in the Board’s agenda packet.) Additionally, he noted that the Committee recommends that the capsule be sealed on Friday, October 25, 2013 at 11:00 a.m. in the Courthouse Rotunda and opened Monday, October 25, 2123.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, 3, & 4: 1) Accept the Viva Florida Time Capsule Committee’s Final Report; 2) Schedule the Time Capsule Sealing Ceremony for Friday, October 25, 2013 at 11:00 at the Leon County Courthouse; 3) Approve the opening date of the Time Capsule for Monday, October 25, 2123, and 4) Approve the materials and items recommended by the Viva Florida Time Capsule Committee for the Leon County Viva Florida Time Capsule. The motion carried 7-0.

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 Long introduced the item. He stated that Advon was the lowest responsive bidder.

Commissioner Desloge moved, duly seconded by Commissioner Sauls, approval of 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, and authorize the County Administrator to execute. The motion carried 7-0.

19. 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 Long introduced the item. He conveyed that Allen's Excavation was the second lowest bidder; however, the lowest bidder (Olympus Painting Contractors) is not a local vendor thus, in accordance with Leon County Local Preference Policy, Allen's Excavation (a local vendor) exercised the option to meet the lowest bid amount.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of 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. The motion carried 7-0.

20. Acceptance of Status Report on Cascades Park Amphitheater Sound Testing

County Administrator Long introduced the item. He recalled that the Board had directed, at its September 24, 2013 meeting, that staff provide a status report on the sound study for Cascades Park. He mentioned that that Blueprint staff and its consultant, Scott Carswell Presents, offered a summary of their analysis and findings related to the live sound test at the September 16, 2013 Intergovernmental Agency (IA) meeting. Additionally, the Board has been provided a copy of the sound study conducted by Siebein Associates, Inc. (sound consultant hired by the Myers Park and Woodland Drives neighborhoods).

Speaker:

- Mia Shargel, 1515 Seminole Drive, appeared and spoke on behalf of the concerned citizens of the Woodland Drives and Myers Park neighborhoods. She read a statement into the record that offered an array of recommendations and requests. (A copy of Ms. Shargel's statement is attached.)
- E-mails were received from the following individuals and will be included as part of the official record:
 - Jim Brown, 1039 Myers Park Drive, expressed support for the recommendations and requests made by the Woodland Drives and Myers Park neighborhoods
 - William Stone, 2047 Country Club Drive, stated his concerns regarding the sound impacts of the amphitheater on the neighborhoods.
 - Gregory Youchock and Martha Weinstein, 1121 Sarasota Drive, shared concerns about the project.

Wayne Tedder, PLACE Director, provided a status of staff's progress to implement the direction received from the last IA meeting. He noted that direction had included for Blueprint to fund the neighborhood's consultant (Siebein Associates). He shared that a scope of service and fee has been requested from the consultant; however, to date no feedback has been received. This information is needed prior to payment. Mr. Tedder conveyed that there are issues to be worked through and staff will continue to work with the Cascades Committee and the sound consultant to establish sound volumes that are acceptable and will produce a good quality show. He also announced that a tentative date of October 27 has been set for the second sound test, contingent upon acceptance by the neighborhood.

Commissioner Dozier expressed appreciation for the update and was pleased with the establishment of the Cascades Committee. She submitted however, that the update was premature, as there were no decisions to be made at the County Commission level at this point. She considered the second sound test most important and encouraged the neighborhood to support the October 27 date for testing. Commissioner Dozier also mentioned that she could support the scheduling of a special IA meeting.

Regarding the timing of the results of the second sound test, Mr. Tedder suggested that the findings be reported to the Cascades Committee for review and discussion and then be brought back to the IA and Board.

Chairman Maddox asked if Commissioner Dozier (as Chairperson of the IA) had the authority to call a special meeting of the IA. Mr. Tedder was of the opinion that she did have that authority; however would confirm this information.

Commissioner Proctor referenced the conclusions from the Siebein Associates and expressed concerns regarding the bass sound component and wanted to ensure that there was not an attempt to exclude certain music genres.

Chairman Maddox while understanding Commissioner Proctor's concerns established with Ms. Shargel that the neighborhood was not attempting to prohibit any music genres from performing, but to find a proper sound level so as not to disturb residents in their homes.

Commissioner Lindley stated that a special IA meeting was premature until the results of the second sound test are received. She initiated discussion on reimbursement of the \$6,000 to the neighborhood for Siebein Associates and questioned if this would constitute a conflict if they would then be considered a Blueprint sound consultant.

Commissioner Dozier articulated that if Siebein was employed by Blueprint there were a number areas that would have to be abided by and encouraged Siebein to respond to Blueprint's request for a scope of service as soon as possible so as to be included in the second sound test.

There was continued discussion between the Board and Ms. Shargel regarding the lawful payment of the \$6,000. Chairman Maddox remarked that reimbursement would come from IA funds.

Commissioner Dailey reiterated that the County could not simply reimburse Siebein with only an invoice; a scope of service was needed. He added that it was the intent upon conclusion of the last IA meeting to do what was in the best interest of the community and to work together (that was the reason for the creation of the Cascades Committee).

The Board continued to engage in discussion on this issue.

Commissioner Dozier moved, duly seconded by Commissioner Dailey, approval of Option 1: Accept the status report on the Cascades Park Sound Study. The motion carried 7-0.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

Vice Chairman Dozier reconvened the Board and opened the Public Hearings at 6:05 p.m.

21. Joint City-County Public Hearing on Adoption of a Proposed Comprehensive Plan Amendment to Expand the Woodville Rural Community

County Administrator Long announced the public hearing. He stated that staff recommends the public hearing be continued to allow the applicant additional time to prepare the implementing Planned Unit Development.

Speaker:

- Curtis Baynes, 1323 E. Tennessee St., remarked that given concerns about the primary springs protection zone, he was unsure that the County should even consider the proposal. He submitted that the developer was trying to change the land use designation to conform to a non-conforming use.

(6:08 Chairman Maddox entered the Chambers and assumed the Chair.)

Commissioner Proctor opined that the proposed project underscores the significant need for sewer in the Woodville area. He asked staff to address how the County might contemplate greater flexibility to develop the area. County Administrator Long responded that staff would continue to meet with DEP and other regulatory entities to ensure that the type of development contemplated treats the water as it ought to be treated. He offered additional options for the Board to consider, such as expanding the area further to create greater density to offer more opportunity for development and revisiting of the rural land use designation.

Commissioner Proctor expressed displeasure over provisions within the Comp Plan that restricts development of those land owners with 10 or more acres. He recommended that a Town Hall meeting be held to consider ways that would promote development in the Woodville area.

Commissioner Sauls asked if there have been any community meetings regarding this property. Wayne Tedder, PLACE Director, responded that the developer convened two meetings; however staff has not held any meetings other than those held during the comp plan process. Mr. Tedder added that this item would come back to the Board at its December 10th meeting.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of 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.

Commissioner Dozier commented that alternatives to central sewer have been offered at the Sales Tax Committee meetings. She opined that central sewer would not serve all the existing and future homes in the Woodville area and alternatives have to be considered.

Commissioner Proctor reiterated that flexibility on zoning is needed for the area.

The motion carried 7-0.

22. First and Only Public Hearing on Adoption of the Comprehensive Plan Capital Improvements Schedule Annual Update

County Administrator introduced the public hearing.

Commissioner Lindley moved, duly seconded by Commissioner Dozer, approval of 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.

Commissioner Proctor raised questions regarding the project list and voiced a need for dollars to go to Old Bainbridge Road (Tharpe Street to Brevard), a section of Orange Avenue and Adams Street, and a section of Orange Avenue at Monroe Street. Kathy Burke, Director of Engineering Services, responded that Old Bainbridge Road is scheduled to be resurfaced as

soon as the City finishes its water line improvements, which is due to be completed by the end of the month. She is hopeful that resurfacing of Old Bainbridge south of Tharpe would commence in November. Additionally, she stated that the section of Orange Avenue and Adams Street is a state road and would be resurfaced once the bridge is replaced. Commissioner Proctor asked that a letter be forwarded to the Department of Transportation asking that the road repairs be expedited. Commissioner Proctor asked about the \$835,000 for Killearn Lakes Flood Mitigation; whereby, Ms. Burke responded that most of the Killearn Acres projects are complete; the flood map projects are ongoing. Commissioner Proctor stated that he wants to make sure the money the County is investing works together with the City projects.

Commissioner Proctor requested and received a timeline and details of the Capital Circle NW widening project. He expressed frustration about the delay in construction of this portion of capital circle.

The motion carried 7-0.

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 Thiele announced the public hearing and provided a summary of the two modifications to the Noise Control Ordinance.

Commissioner Dozier thanked staff for the proposed amendments and believes builders are pleased with the extended hours. She stated that she was concerned about the complaints received from the previous concert at the Car Museum and suggested that the hours of operation for outdoor events be amended from 11:30 p.m. to 11:00 p.m. She commented that this coincides with the ending time for events for the Cascades Park amphitheater.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1, as amended: Adopt the proposed Ordinance amending Chapter 12, Article II, entitled “Noise Control” to extend the hours of operation for outdoor events on property designed “Activity Center” to 11:00 p.m. on Friday and Saturday nights, and to allow construction-related noise on Sundays.

Commissioner Proctor expressed opposition to the amended time and opined that 11:30 for adult entertainment was appropriate. He did not view the site as comparable to the Cascades Park venue as one is rural and one is urban. He strongly urged fellow commissioners to support the 11:30 ending time.

The motion as amended carried 6-1 (Commissioner Proctor in opposition).

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

Comments/Discussion Items

County Attorney Thiele:

- Announced that the County had closed, and now owns, the northeast park property located on Thomasville and Proctor Roads.

County Administrator Long:

- Addressed the transition from Waste Management to Waste Pro for solid waste collection services. He mentioned that the two specific issues currently being addressed relate to Waste Management carts not being picked up or Waste Pro missing a scheduled trash pick-up. With regard to missed cart pick-ups, Waste Management is still picking up carts through October 11. Residents should call 574-3000 if a cart needs to be picked up. Regarding missed trash pickups from Waste Pro, residents can call 606-1899 or go to www.LeonCountyFL.gov/Curbside to report a missed pickup. Additionally, there was a problem with the Waste Pro website directing customers to a corporate page, this has been remedied.
- Shared that rural waste centers “go live” Friday, November 1st.
- Shared that hard copies of the 2013 Annual Report would be distributed to each Commissioner’s Office.
- Announced that Shington Lamy, Assistant to the County Administrator, attended the Hollywood Black Film Writers Festival and won the storytelling competition. This is a great accomplishment.

Commissioner Discussion Items

Commissioner Desloge:

- Requested Board consideration to include Knight Creative Communities Institute (KCCI), along with Village Square, in the citizen engagement/outreach discussion at the Board’s Retreat.
 - Commissioner Dailey asked that the two organizations be prepared to present informal proposals, to include costs, at the Retreat.
 - In response to inquiry from Commissioner Proctor, County Administrator Long explained that the Board had approved, as part of the Retreat agenda, a facilitated discussion with Commissioners and Village Square regarding an expanded partnership focused on the next version of citizens’ engagement.
 - Commissioner Proctor expressed a concern that the Board was not creating a monolithic thought about the future of the community.
 - Approved without Objection.

Commissioner Proctor:

- *Commissioner Proctor moved to direct staff to bring back an agenda item to discuss future uses for the County owned property on Railroad Avenue (in the All Saints neighborhood). The motion died for a lack of a second.*
- *Commissioner Proctor moved to request staff conduct a Town Hall meeting in Woodville to hear from residents regarding rural community land use zoning requiring one house on ten acres. The motion died for lack of a second.*
- *Commissioner Proctor moved that the Board review the number of holding ponds surrounding Lake Jackson and how they might affect Lake Jackson.*
 - Chairman Maddox recalled that the Board had recently held a workshop which looked at the effects of holding ponds on Lake Jackson and learned that holding ponds effectuated more flow into the lakes due to the increase of impervious area.
 - The motion died for lack of a second.
- Invited everyone to the upcoming Capital City Showdown between the Rickards and Godby High School football teams. He announced that he would host a pre-game tailgate from 4:30 to 6:45 p.m.
- *Commissioner Proctor moved to direct staff to bring back an agenda item to consider a study to look at a sewer treatment plant in the northern portion of the County. The motion died for lack of a second.*

Commissioner Dailey:

- Regarding the Lake Jackson water issue, noted that the Department of Environmental Protection has formed a working group, which the County and the Lake Jackson Alliance are involved in, to look at stormwater issues. He commented that a report would be produced in the near future.
- Referenced Consent Agenda Item #2. *Commissioner Dailey moved, duly seconded by Commissioner Sauls, to direct staff to provide a status report on the contractual relationship with the North Florida Fairgrounds Authority.*
 - *In light of discussions to invest monies to renovate the Fairgrounds as a “sense of place”, Chairman Maddox requested that the agenda item include information on the legal ramifications to renegotiate the contract.*
 - *Commissioner Proctor commented on the rights of the Fairgrounds Authority as the “lessee” of the property and asked that the agenda item also include clarification on the rights of the lessee (Fairgrounds Authority) to lease/sublet portions of the fairgrounds without Board agreement.*
 - *Commissioner Dailey asked that the agenda item include the Board’s authority to regulate major infrastructure changes.*
 - *The motion carried 7-0.*

Commissioner Sauls:

- No issues.

Commissioner Lindley:

- Commented that she would speak to the Kiwanis Club on Thursday at 7:00 a.m. and thanked County Administrator Long for the timely presentation of the Annual Report.
- Announced that she was one the 10 members of the “Florida Walks” team.

Commissioner Dozier:

- Congratulated Mr. Lamy on his award.
- Noted that with everything the County has gone through with Rural Waste Center transition, there have been many positive comments.

Chairman Maddox:

- On behalf of Chairman Maddox: *Commissioner Dozier moved, duly seconded by Commissioner Dozier, to present a Proclamation for Leon County Volunteer Firefighter Day on October 19, 2013. The motion carried 7-0.*
- On behalf of Chairman Maddox: *Commissioner Proctor moved, duly seconded by Commissioner Desloge, to authorize the Chairman to write a letter of support for Bond Community Health Center in reapproval of their HRSA grant. The motion carried 7-0.*
- Mentioned that he has spoken with Congressman Southerland regarding funding for other WIC and Head Start programs and provided a brief update.

Chairman Maddox recessed the Board at 5:10 p.m. for its dinner break and announced that it would reconvene at 6:00 to conduct the schedule public hearings.

Receipt and File:

None.

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:43 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

DRAFT

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

November 19, 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 November 19, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 20 through December 9, 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 November 19, 2013, and pre-approve the payment of bills and vouchers for the period of November 20 through December 9, 2013.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval November 19, 2013 and pre-approval of payment of bills and vouchers for the period of November 20 through December 9, 2013. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the November 19, 2013 meeting, the morning of Monday, November 18, 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 fourth Tuesday in November and the first Tuesday in December, it is advisable for the Board to pre-approve payment of the County's bills for November 20 through December 9, 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 November 19, 2013, and pre-approve the payment of bills and vouchers for the period of November 20 through December 9, 2013.
2. Do not approve the payment of bills and vouchers submitted for November 19, 2013, and do not pre-approve the payment of bills and vouchers for the period of November 20 through December 9, 2013.
3. Board direction.

Recommendation:

Option #1.

VSL/AR/SR/cc

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of FY 2013 Year End Budget Adjustments

| | |
|--|---|
| 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: | Timothy Barden, Principle Management & Budget Analyst |

Fiscal Impact:

This item has a fiscal impact. This item provides necessary year-end budget adjustments for FY 2013.

Staff Recommendation:

Option #1: Approve the Resolution and associated Budget Amendment Request for FY 2013 year-end budget adjustments (Attachment #1).

Report and Discussion

Background:

Annually, the Office of Management and Budget brings before the Board final year-end budget adjustments necessary to realign budgeted funds to meet expenditure obligations for the fiscal year.

Analysis:

The following are FY 2013 year-end budget adjustments that are necessary to balance the accounts for the end-of-the-year:

- Appropriating an additional \$773,083 in revenue received during FY 2013 in order to reconcile expenditures and true-up with the City of Tallahassee, pursuant to the Fire Services Agreement.
- Appropriating an additional \$11,862 in Florida Hardest Hit Program revenue to offset additional contractual services costs associated with the Florida Hardest Hit Program.
- Realigning \$155,000 for the costs associated with Disaster Relief Emergency Funding (DREF) Grant funding for the Lakeside Project.
- Appropriate \$3,175 in fund balance to cover additional contractual services costs for the 800 MHZ System Maintenance

The following budget adjustment is necessary to provide clarification regarding the County's financial reporting:

- Realign \$4,600,000 in fund balance from the Fine and Forfeiture Fund 110 to the General Fund 001. This adjustment moves funds from a designated special revenue fund where the fund balance would be determined as assigned in the Fine and Forfeiture Fund in the County's financial statement, as required by General Accounting Standards Bulletin 54. Moving these assets to the general fund will allow them to be classified as unrestricted. Leaving the funds in the Fine and Forfeiture Fund could cause confusion to bond rating agencies regarding the County's unrestricted assets, possibly affecting the County's current stable AA bond rating.

In addition, an attached Budget Amendment realigns \$603 from the District 1 Office Account to General Fund Contingency (Attachment #2). This realignment reflects the pay back of a travel expense incurred in FY 2013.

Options:

1. Approve the Resolution and associated Budget Amendment Request for FY 2013 year-end budget adjustments (Attachment #1).
2. Do not approve Resolution and associated Budget Amendment Request for FY 2013 year-end budget adjustments.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution and Budget Amendment Request for FY 2013 Year End Budget Adjustments
2. Budget Amendment realigning funds from the District 1 Office Account to General Fund Contingency

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 19th day of November, 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 2012/2013 BUDGET AMENDMENT REQUEST

No: BAB13044
Date: 11/5/2013

Agenda Item No:
Agenda Item Date: 11/19/2013

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 | Appropriated Fund Balance | 300,000 | 4,600,000 | 4,900,000 |
| Subtotal: | | | | | | 4,600,000 | |

Expenditures

| Account Information | | | | | Current Budget | Change | Adjusted Budget |
|---------------------|------------|-------------|-------------|----------------------|----------------|-----------|-----------------|
| <i>Fund</i> | <i>Org</i> | <i>Acct</i> | <i>Prog</i> | <i>Title</i> | | | |
| 110 | 950 | 591001 | 581 | Transfer to Fund 001 | - | 4,600,000 | 4,600,000 |
| Subtotal: | | | | | | 4,600,000 | |

Revenues

| Account Information | | | | | Current Budget | Change | Adjusted Budget |
|---------------------|------------|-------------|-------------|------------------------|----------------|-----------|-----------------|
| <i>Fund</i> | <i>Org</i> | <i>Acct</i> | <i>Prog</i> | <i>Title</i> | | | |
| 001 | 950 | 381110 | 000 | Transfer from Fund 110 | - | 4,600,000 | 4,600,000 |
| Subtotal: | | | | | | 4,600,000 | |

Expenditures

| Account Information | | | | | Current Budget | Change | Adjusted Budget |
|---------------------|------------|-------------|-------------|--------------------------|----------------|-----------|-----------------|
| <i>Fund</i> | <i>Org</i> | <i>Acct</i> | <i>Prog</i> | <i>Title</i> | | | |
| 001 | 990 | 59918 | 599 | Reserve for Fund Balance | - | 4,600,000 | 4,600,000 |
| Subtotal: | | | | | | 4,600,000 | |

Revenues

| Account Information | | | | | Current Budget | Change | Adjusted Budget |
|---------------------|------------|-------------|-------------|-----------------------|----------------|-----------|-----------------|
| <i>Fund</i> | <i>Org</i> | <i>Acct</i> | <i>Prog</i> | <i>Title</i> | | | |
| 125 | 932070 | 331530 | 000 | CDBG Diaster Recovery | - | 155,000 | 155,000 |
| 125 | 932073 | 331530 | 000 | CDBG Diaster Recovery | 647,211 | (155,000) | 492,211 |
| Subtotal: | | | | | | - | |

Expenditures

| Account Information | | | | | Current Budget | Change | Adjusted Budget |
|---------------------|------------|-------------|-------------|-------------------------------|----------------|-----------|-----------------|
| <i>Fund</i> | <i>Org</i> | <i>Acct</i> | <i>Prog</i> | <i>Title</i> | | | |
| 125 | 932070 | 55300 | 538 | Road Materials and Supplies | - | 155,000 | 155,000 |
| 125 | 932073 | 56300 | 538 | Improvements Other Than Roads | 647,211 | (155,000) | 492,211 |
| Subtotal: | | | | | | - | |

| | | | | | <u>Revenues</u> | | |
|---------------------|-----|--------|------|---------------------------|------------------|--------|-----------------|
| Account Information | | | | | Current Budget | Change | Adjusted Budget |
| Fund | Org | Acct | Prog | Title | | | |
| 131 | 000 | 399900 | 000 | Appropriated Fund Balance | 420,086 | 3,176 | 423,262 |
| | | | | | Subtotal: | 3,176 | |

| | | | | | <u>Expenditures</u> | | |
|---------------------|-----|-------|------|----------------------------|---------------------|--------|-----------------|
| Account Information | | | | | Current Budget | Change | Adjusted Budget |
| Fund | Org | Acct | Prog | Title | | | |
| 131 | 529 | 54900 | 519 | Other Contractual Services | 465,000 | 3,176 | 468,176 |
| | | | | | Subtotal: | 3,176 | |

| | | | | | <u>Revenues</u> | | |
|---------------------|-----|--------|------|-------------------|------------------|---------|-----------------|
| Account Information | | | | | Current Budget | Change | Adjusted Budget |
| Fund | Org | Acct | Prog | Title | | | |
| 145 | 000 | 325201 | 000 | Fire Service Fees | 4,833,600 | 754,433 | 5,588,033 |
| 145 | 000 | 325202 | 000 | Fire Service Fees | 1,174,909 | 18,650 | 1,193,559 |
| | | | | | Subtotal: | 773,083 | |

| | | | | | <u>Expenditures</u> | | |
|---------------------|-----|-------|------|----------------------------|---------------------|---------|-----------------|
| Account Information | | | | | Current Budget | Change | Adjusted Budget |
| Fund | Org | Acct | Prog | Title | | | |
| 145 | 838 | 53400 | 522 | Other Contractual Services | 5,879,213 | 773,083 | 6,652,296 |
| | | | | | Subtotal: | 773,083 | |

| | | | | | <u>Revenues</u> | | |
|---------------------|--------|--------|------|-----------------------------|------------------|--------|-----------------|
| Account Information | | | | | Current Budget | Change | Adjusted Budget |
| Fund | Org | Acct | Prog | Title | | | |
| 125 | 932015 | 334512 | 000 | Florida Hardest Hit Program | 20,803 | 11,862 | 32,665 |
| | | | | | Subtotal: | 11,862 | |

| | | | | | <u>Expenditures</u> | | |
|---------------------|--------|-------|------|----------------------------|---------------------|--------|-----------------|
| Account Information | | | | | Current Budget | Change | Adjusted Budget |
| Fund | Org | Acct | Prog | Title | | | |
| 125 | 932015 | 53400 | 522 | Other Contractual Services | - | 11,862 | 11,862 |
| | | | | | Subtotal: | 11,862 | |

This year end budget adjustment realigns \$4,600,000 in fund balance from Fund 110 to Fund 001, transferring funding from a special revenue fund (110) with restricted use to an unrestricted fund (001) for general use. This budget adjustment also appropriates \$3,176 in fund balance for additional costs associated with the 800 MHZ system maintenance. This budget adjustment also realigns \$773,083 for the FY13 Fire Rescue Services true-up with the City of Tallahassee. In addition, this budget adjustment appropriates \$11,862 for additional contractual services costs for the Florida Hardest Hit Program and realigns \$155,000 is grant funding for the Lakeside DREF grant project.

Group/Program Director _____

Senior Analyst _____

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

FISCAL YEAR 2013/2014 BUDGET AMENDMENT REQUEST

No: BAB1407
Date: 11/5/2013

Agenda Item No: _____
Agenda Item Date: 11/19/2013

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

| Account Information | | | | Title | Current Budget | Change | Adjusted Budget |
|---------------------|-----|------|------|-------|----------------|--------|-----------------|
| Fund | Org | Acct | Prog | | | | |
| | | | | | Subtotal: | - | - |

Expenditures

| Account Information | | | | Title | Current Budget | Change | Adjusted Budget |
|---------------------|-----|-------|------|-----------------------------------|----------------|--------|-----------------|
| Fund | Org | Acct | Prog | | | | |
| 001 | 990 | 59900 | 599 | General Fund Contingency Reserves | 250,000 | 603 | 250,603 |
| 001 | 101 | 54000 | 511 | Travel and Per Diem | 5,000 | (603) | 4,397 |
| | | | | | Subtotal: | - | - |

Purpose of Request:

This budget amendment realigns District #1 office travel account budget by \$603.00 to general fund contingency for overages in FY2013 Travel budget.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

| BUDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2013/14) | | | | |
|---|------------------|--------------------------------|---|------------------------------------|
| | | GENERAL FUND 001-990-59900-599 | | Beginning Balance: \$250,000.00 |
| No. | APPROVAL DATE | AGENDA DATE | AMENDMENT TITLE | BALANCE |
| 1 | | <i>19-Nov-13</i> | <i>Realignment of District #1 budget to Contingency</i> | <i>(\$603)</i> |
| 2 | | | | |
| 3 | | | | |
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| 24 | | | | |
| 25 | | | | |
| <i>Bold, Italic items are pending Board Approval</i> | | | | |
| USAGE TO DATE (TOTAL AMENDMENTS) | | | | <u><u>(\$603.00)</u></u> |
| ENDING BALANCE | | | | 250,603.00 |
| END BALANCE AS % OF BEGIN BALANCE | | | | 100% |
| USAGE BALANCE AS % OF BEGIN BALANCE | | | | 0% |

**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Agreement Between Leon County and Children's Home Society of Florida for the Provision of State-Mandated Child Protection Examinations 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: | Tiffany Y. Harris, Human Services Analyst |

Fiscal Impact:

This item has a fiscal impact to the County in the amount of \$59,000, which is included in the FY2013/14 Budget.

Staff Recommendation:

Option #1: Approve the Agreement between Leon County and Children's Home Society of Florida for the provision of State-mandated child protection examinations for FY 2013/14 (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

In accordance with Florida Statutes, Chapter 39 of Title 5, Section 304, counties are required to pay examination costs for children who are alleged to have been abused, abandoned, or neglected. For many years, the number of examinations remained low and the local Child Protection Team (CPT) funded the examinations through State-contracted general revenue appropriations, Federal funding, donations, and fundraisers. County funding was not pursued by the CPTs until September 2000. The State Division of Children's Medical Services of the Florida Department of Health provides administration and oversight to the local CPTs. CPTs are required by law to provide diagnostic and evaluation services to supplement the investigations of child abuse, abandonment, or neglect. Each CPT contracts with a nonprofit agency to provide these services. In Leon County, the nonprofit agency is Children's Home Society of Florida, North Central Division (CHS). CHS is a nonprofit organization that provides various services, including adoption services, pregnancy counseling, and early intervention.

Analysis:

Under the terms of the Agreement (Attachment #1), the County agrees to pay a flat rate of \$250 to CHS for each diagnostic/evaluation performed on a child, regardless of the actual expense of the services provided. To receive payment, CHS submits quarterly invoices and reports to Leon County's Human Services and Community Partnerships Department regarding the dates of service, demographic information, and types of abuse cases examined. During the FY2013/14, CHS conducted 186 exams and has been reimbursed for 186 exams. The FY2013/14 Budget includes an allocation of \$59,000 for CHS.

Options:

1. Approve the Agreement between Leon County and Children's Home Society of Florida for the provision of State-mandated child protection examinations for FY 2013/14 (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement between Leon County and Children's Home Society of Florida for the provision of State-mandated child protection examinations for FY 2013/14.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2013/14 Agreement between Leon County and Children's Home Society of Florida

AGREEMENT

This Agreement is entered into this ____ day of _____, 2013 between LEON COUNTY, FLORIDA (hereafter “LEON COUNTY”) and CHILDREN’S HOME SOCIETY OF FLORIDA, NORTH CENTRAL DIVISION, a not-for-profit corporation, hereinafter referred to as the “AGENCY”.

WITNESSETH:

WHEREAS, Section 39.303, Florida Statutes, provides for the development of district Child Protection Teams to provide specialized diagnostic assessments of allegedly abused and neglected children; and,

WHEREAS, the AGENCY is the designated Leon County multi-disciplinary Child Protection Team, and,

WHEREAS, Section 39.304(5), Florida Statutes, provides that the county, in which the child is a resident, shall bear the initial cost of the medical examination; however, the parents or legal custodian of the child shall be required to reimburse the county for the cost of such examination.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED.

The AGENCY, in accordance with the terms and conditions of the Agreement, agrees to provide the following services: Medical diagnosis and evaluation services, including the provision or interpretation of X-rays and laboratory tests, and related services, as needed, and documentation of findings relative thereto.

2. QUALITY OF WORK.

In performing any work under this Agreement, the AGENCY shall provide medically competent diagnosis and evaluation services. A competent medical diagnosis and evaluation service requires the medical knowledge, skill, thoroughness and preparedness reasonably necessary for those services. The AGENCY’s business relationship outside of this Agreement shall not interfere with the performance of the services specified in paragraph numbered 1 hereof.

3. TERM.

This contract shall be effective from October 1, 2013 until September 30, 2014.

4. COMPENSATION.

- (a) The COUNTY agrees to pay a flat rate of Two Hundred Fifty Dollars (\$250.00) to the AGENCY for each diagnosis/evaluation service performed on an eligible child, regardless of the actual expense of the services provided.
- (b) The total annual sum to be paid by the County shall be determined by the number of eligible children receiving services during the period of this contract through the AGENCY under Florida Statue 39.304(5).
- (c) The AGENCY shall submit, within fifteen (15) working days after the end of each quarter an invoice to the Leon County Division of Health and Human Services for review and authorization for payment. Payment by the COUNTY shall be subject to the Florida Prompt Payment Act.
- (d) All requests for reimbursement of payments shall be accompanied by an invoice documenting the number of exams performed, case number, age, sex, race, type of abuse, date of exam, doctor's name, case coordinator and cost.

5. STATUS.

The AGENCY and all employees thereof, at all times relevant to this Agreement, shall be an independent contractor and in no event shall the AGENCY or its employees nor any employees or subcontractors under the AGENCY be considered to be employees of Leon County.

6. ASSIGNMENT.

This contract shall not be assigned or sublet as a whole or in part without the express written consent of the COUNTY nor shall the AGENCY assign any monies due or to become due to the AGENCY hereunder without prior express written, with the exception of the medical personnel performing the statutorily examinations pursuant to §39.304, Florida Statutes.

7. CONTACT PERSONS.

- (a) The contact person for Leon County shall be:

Tiffany Y. Harris
Human Services Analyst
Leon County
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

(b) The contact person for the AGENCY shall be:

Charles McDonald
Executive Director
Children's Home Society of Florida
North Central Division
1801 Miccosukee Commons Drive
Tallahassee, FL 32308

8. LICENSES.

The AGENCY shall maintain all licenses that are necessary to fulfill the obligations and conditions of this Agreement.

9. CONFIDENTIALITY.

Both parties hereby acknowledge that in exchanging, storing, processing or otherwise dealing with information about patients as covered by this Agreement, they are fully bound by the federal and state laws governing confidentiality of patients' information and patients' privacy rights.

10. INSURANCE.

The AGENCY shall provide written verification of professional liability insurance coverage that includes the County as an additional insured. The AGENCY must hold the coverage at all times during the existence of the Agreement.

11. AUDIT.

The AGENCY agrees to maintain adequate supporting documents to properly account for the money so provided. The AGENCY agrees to provide annual performance data as required by the COUNTY. The AGENCY agrees to provide an independent audit at no additional cost to the COUNTY or to be subject to an internal audit provided through the COUNTY, as may be required by the COUNTY. For the purpose of such audits, the AGENCY shall retain all records related to this Agreement for a period of three (3) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to laws of the State of Florida.

12. REVISION.

In any case where, in fulfilling the requirements of this Agreement or of any guaranty, embraced and/or required thereby, it is necessary for the AGENCY to deviate from the requirements of this Agreement, the AGENCY shall obtain the express prior written consent of the COUNTY.

13. CONSTRUCTION.

The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida. Venue for all actions arising out of this Agreement or as a result thereof shall lie in Leon County, Florida.

14. INDEMNIFICATION.

The AGENCY shall indemnify, defend, save and hold the COUNTY, its officials, officers, agents, and employees harmless from and against any and all claims, liability, losses, and/or causes or actions which may arise from any willful misconduct, or negligent act or omission of the AGENCY or its agents or employees, whether intentional or unintentional.

The COUNTY agrees to pay the AGENCY the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above-stated indemnification in full accordance with the provisions of §725.06, Florida Statutes. Furthermore, the AGENCY acknowledges that the contract price for such services includes said consideration for the indemnifications provisions.

15. CANCELLATION.

This Agreement may be terminated by the COUNTY or by CHILDREN'S HOME SOCIETY OF FLORIDA with or without cause by giving a minimum of thirty (30) days written notice of intent to terminate, or with cause if at any time the AGENCY fails to fulfill or abide by any of the terms or conditions, specified in this agreement.

Failure of the AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the County.

16. NOTICES.

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 Children's Home Society: Charles McDonald
Executive Director
Children's Home Society of Florida
North Central Division
1801 Miccosukee Commons Drive
Tallahassee, FL 32308

Notice to the COUNTY:

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

17. EFFECTIVE DATE.

The effective date of this contract shall be October 1, 2013. This contract shall expire September 30, 2014.

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

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

CHILDREN'S HOME SOCIETY OF FLORIDA
NORTH CENTRAL DIVISION

By: _____
Charles McDonald
Executive Director

Witness Signature

(Print name)

Witness Signature

(Print name)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Resolution for the Housing Finance Authority to Join the Escambia County Multi-County Single Family Mortgage Revenue Bond Program, Series 2013 - 2017

| | |
|--|--|
| 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 & Community Partnerships |
| Lead Staff/ Project Team: | Lamarr Kemp, Director, Housing Services |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1. Adopt the Resolution authorizing the Escambia County Housing Finance Authority to operate within the boundaries of Leon County (Attachment #1), and authorize the Chairman to execute.
- Option #2: Ratify the Interlocal Agreement between the Escambia County Housing Finance Authority and the Housing Finance Authority of Leon County, Florida, executed October 10, 2013 (Attachment #2).

Report and Discussion

Background:

The Housing Finance Authority of Leon County (HFA) has participated in the Escambia County Housing Finance Authority Single Family Mortgage Revenue Bond First-Time Home Buyer Program since 1982. Staff from Escambia County Housing Finance Authority recently contacted the Leon County HFA and requested to renew the County’s participation in their Series 2013-2017 Single Family Mortgage Revenue Bond (TBA – To Be Announced) Issuance.

On October 10, 2013, the HFA held an advertised public hearing, as required under the Tax Equity Financial Responsibility Act (TEFRA) for participation in a Single Family Mortgage Revenue Bond Program (Attachment #3). As reflected in the HFA TEFRA hearing minutes, a Resolution was adopted by the HFA that recommends participation in the Escambia County Multi-County Single Family Mortgage Revenue Bond TBA Program (Attachment #4).

Analysis:

The objective of the HFA in issuing single-family mortgage revenue bonds is to make available low-interest rate mortgage loans, with down payment assistance, to qualified first-time homebuyers.

Historically, as depicted in Table 1, the following loans have originated in Leon County from the past six Leon County HFA and Escambia Housing Finance Authority joint participation programs:

Table 1.

| Issue/Year | # Loans | Leon County Mortgages | Down Payment Assistance |
|--------------------------------|------------------|------------------------|-------------------------|
| Series 2004A | 38 | \$4,247,898.00 | \$263,732.00 |
| Series 2006A | 19 | \$2,686,457.00 | \$163,350.00 |
| Series 2007A | 26 | \$3,307,012.00 | \$137,980.00 |
| Series 2007B | 29 | \$4,048,342.00 | \$144,050.00 |
| Series 2010 | 46 | \$5,982,546.00 | \$346,900.00 |
| TBA (As of 9-30-13) Continuing | 45 | \$5,692,948.00 | \$325,996.63 |
| Total | 203 Loans | \$25,965,203.00 | \$1,382,008.63 |

Renewal Program Highlights:

- \$10,000 down payment and closing cost assistance, in the form of a 0%, 30-year Deferred Second Mortgage
- 4.25% interest rate first mortgage
- Qualified Veterans and homebuyers, purchasing in a designated targeted area, do not need to be first-time homebuyers.

Maximum Income Limits:

- Non-Targeted Areas:
 - Family of 1-2 - \$66,269 - \$67,209
 - Family of 3+ - \$76,209 - \$77,290
- Targeted Areas:
 - Family of 1-2 - \$73,320.00
 - Family of 3+ - \$85,540.00

The proceeds from the proposed Bonds will be used to finance the purchase of mortgage loans made by participating lenders to finance single-family residences to be occupied primarily by first-time homebuyers within Leon County. Eligible persons include persons who:

- (a) intend principally and permanently to occupy the single-family residence,
- (b) have not had an ownership interest in a principal residence during in the past three years (except with respect to principal residences located in “Targeted Areas” (i.e., certain areas within a county listed as Qualified Census Tracts), certain Federally declared disaster areas or qualified veterans), and
- (c) have not had an existing mortgage on the single family residence at any time prior to the execution of the mortgage.

The HFA anticipates program activity to remain vigorous and mildly increase as the local economy continues to recover throughout the bond issuance cycles.

The HFA requests Board approval, by Resolution, to proceed with authorizing the Escambia County Housing Finance Authority to operate within the boundaries of Leon County. Additionally, the HFA requests the Board to adopt its Resolution, approving the joint program between the Leon County HFA and the Escambia County HFA, and approve the Interlocal Agreement, including the legal documents and agreements necessary to identify all the legal relationships and obligations of all parties involved. The HFA Bond Counsel has stated that the bond issue will not impact the County’s rating nor will it create any liability for the County.

Options:

1. Adopt the Resolution authorizing the Escambia County Housing Finance Authority to operate within the boundaries of Leon County (Attachment #1), and authorize the Chairman to execute.
2. Ratify the Interlocal Agreement between the Escambia County Housing Finance Authority and the Housing Finance Authority of Leon County, Florida, executed October 10, 2013.
3. Do not adopt the Resolution authorizing the Escambia County Housing Finance Authority to operate within the boundaries of Leon County.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Resolution authorizing Escambia County Housing Finance Authority to operate within the boundaries of Leon County
2. Interlocal Agreement between Escambia County Housing Finance Authority and Leon County Housing Finance Authority
3. October 10, 2013 Public Hearing minutes and public notice
4. Leon County Housing Finance Authority Resolution

CMW/ldk

RESOLUTION NO. 13-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AUTHORIZING THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TO OPERATE WITHIN THE BOUNDARIES OF LEON COUNTY, FLORIDA ON BEHALF OF LEON COUNTY, FLORIDA AND THE HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA, TO FINANCE SINGLE FAMILY MORTGAGE LOANS; AUTHORIZING THE HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA, TO ENTER INTO AGREEMENTS WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING A FORM OF AND EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE HOUSING FINANCE AUTHORITY OF LEON COUNTY AND THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF NOT EXCEEDING \$150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS ON BEHALF OF LEON COUNTY, FLORIDA AND THE HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 159, Part IV, Florida Statutes (the “Act”), authorized counties to create housing finance authorities to exercise powers of the Act within their boundaries or outside their boundaries with the consent of the governing body of the territory outside their area of operation; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, (the “Escambia Board”) on May 29, 1980, enacted Ordinance No. 80-12 and on March 20, 2003, the Escambia Board enacted Ordinance 2003-8 (collectively, the “Ordinance”), creating the Escambia County Housing Finance Authority (the “Escambia Authority”) and authorized the Escambia Authority to exercise all powers under the Act subject to approval by the Escambia Board as a condition precedent to the effectiveness of the certain actions of the Escambia Authority; and

WHEREAS, pursuant to the Act, the Board of County Commissioners of Leon County, Florida, (the “Leon Board”) has found a shortage of affordable housing and capital for investment therein and a need for a housing finance authority to function in Leon County, Florida (“Leon County”) and did accordingly create the Housing Finance Authority of Leon County, Florida (the “Leon Authority”); and

WHEREAS, it is not practicable at this time under existing Florida and Federal laws and regulations for the Leon Authority to issue its mortgage revenue bonds for the purpose of implementing a single family housing program, although the shortage of such single family housing and capital for investment therein is continuing in Leon County; and

WHEREAS, the Escambia Authority by Resolution No. 2013-02 duly adopted on May 14, 2013, as amended and supplemented (the “Enabling Resolution”), authorized a plan of finance (the “Plan”), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the “Code”), for the operation of a TBA Program (herein defined) or by the issuance from time to time of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the “Bonds” or the “Escambia Bonds”) in multiple series (the “Program”); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designation as shall be appropriate in an aggregate principal amount not exceeding \$150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for mortgage loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Program heretofore approved by the Escambia Authority includes a program pursuant to which mortgage loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented (the “TBA Program”), and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase by the Authority (directly by the Authority or pursuant to a warehousing arrangement) of mortgage-backed securities backed by mortgage loans originated under the TBA Program; and further authorized the subsequent sale thereof by the Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available mortgage-backed securities; and

WHEREAS, the Escambia Authority has expressed an interest in pursuing the Program through a joint program with the Leon Authority for the operation of a TBA Program and by the issuance from time to time by the Escambia Authority of a sufficient principal amount of the Escambia Bonds to finance single family mortgage loan programs for Escambia County, Florida (“Escambia County”) and Leon County and certain other counties through a multi-county single family housing program (the “Escambia Multi-County Single Family Housing Program”); and

WHEREAS, Section 147(f) of the Code requires public approval of certain private activity bonds and the plan of finance therefor by an applicable elected representative or governmental unit following a public hearing and the Leon Board, constitutes an applicable elected representative or governmental unit; and

WHEREAS, pursuant to Section 147(f) of the Code a public hearing was scheduled by the Leon Authority, on behalf of the Leon Board, the Escambia Board and the Escambia Authority for Thursday, October 10, 2013 at 12:00 p.m. or as soon thereafter as practicable and notice of such hearing was given in the form required by the Code by publication more than fourteen (14) days prior to the public hearing; and

WHEREAS, the Leon Authority has indicated that the required public hearing was conducted at the time and place advertised and at such hearing reasonable opportunity was provided for all interested individuals to express their views, both orally and in writing, on the issuance of the Bonds; and

WHEREAS, the Leon Authority on behalf of the Leon Board, the Escambia Authority and the Escambia Board, diligently and conscientiously considered all comments and concerns expressed by such individuals; and

WHEREAS, the Leon Board desires to express its approval of the action to be taken pursuant to the Enabling Resolution and the Act and as required by Section 147(f) of the Code; and

WHEREAS, the Leon Board desires to authorize the Leon Authority to undertake certain actions pursuant to an Interlocal Agreement with the Escambia Authority (the “Interlocal Agreement”) and as necessary in connection with participation in the Escambia Multi-County Single Family Housing Program, including operation of a TBA Program and the issuance, sale, authentication and delivery of the Bonds;

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

Section 1. Because of the continuing shortage of affordable single family housing and capital for investment therein in Leon County and the continuing impediments to a bond issue to alleviate such shortages as to single family housing, it is hereby determined that the Leon Board consents to the Escambia Authority exercising its powers to issue the Bonds on behalf of Leon County and the Leon Authority and to implement the Plan to provide capital from sources of funds available to the Escambia Authority, including but not limited to a portion of the proceeds of the Bonds, and proceeds of obligations refunded by the Bonds, to establish the Program to finance mortgage loans for single family housing within the statutory boundaries of Leon County; provided, that the Escambia Authority and the Leon Authority first enter into a written agreement setting forth the powers, duties and limitations of the Leon Authority as they pertain to participation in the Escambia Multi-County Single Family Housing Program and the issuance, sale, authentication and delivery of said Bonds and the use of said Bond proceeds within Leon County and payment of the issuance costs for such Bonds.

Section 2. In furtherance of the purposes set forth in Section 1 hereof the Chairman or Vice-Chairman and Secretary or Deputy Secretary of the Leon Authority are hereby authorized to execute such consents, intergovernmental agreements, applications, instruments or other documents as shall be required to implement participation by the Leon Authority of such Escambia Multi-County Single Family Housing Program and to provide for payment of Leon Authority’s proportionate share of the costs thereof, including but not limited to the costs of issuance of such Bonds, all as shall be approved by counsels to the Leon Authority.

Section 3. The Interlocal Agreement, in substantially the form attached hereto as Exhibit “A”, and made a part hereof, between the Leon Authority and the Escambia Authority is hereby approved. The officers of the Leon Authority are, upon due authorization and approval by that body, hereby authorized to enter into such Interlocal Agreement on behalf of the Leon Authority with such changes, modifications, insertions, omissions, substitutions, and such filling of blanks therein not inconsistent herewith as the officers executing same may approve, such execution and delivery to be conclusive evidence of such approval. The appropriate officers of the Leon Authority are hereby further authorized to execute and deliver such other documents and instruments as may be necessary to implement such Interlocal Agreement, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to Chapter 159, Part VI, Florida Statutes, for the purposes set forth in the Interlocal Agreement.

Section 4. The Leon Board hereby approves, within the meaning of Section 147(f) of the Code, the Escambia Authority’s Plan and the issuance by the Escambia Authority in multiple series from time to time of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, initially designated as “(Multi-County Program),” with such particular Series designation as shall be appropriate for funding the Program and such other action to be taken by the Leon Authority pursuant to the Enabling Resolution or the Act, in connection with the issuance, sale, authentication and delivery of the Bonds. A copy of the minutes of the public hearing held by the Leon Authority on October 10, 2013, pursuant to Section 147(f) of the Code is attached hereto as Exhibit “B” and made a part hereof. The related Resolution of the Leon Authority adopted October 10, 2013, following the public hearing is attached hereto as Exhibit “C” and made a part hereof.

Section 5. The principal of and premium, if any, and interest on the Bonds and all payments required under the proposed financing agreements, including the Interlocal Agreement, shall be payable solely by the Escambia Authority from the proceeds derived by the Escambia Authority under the proposed financing agreements, and Leon County shall never be required to (i) levy ad valorem taxes on any property within its territorial limits to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the proposed financing agreements, or (ii) pay the same from any funds of Leon County whatsoever. Adoption of this Resolution does not authorize or commit the expenditure of any funds of Leon County or of the Leon Authority to pay the costs of issuance of such Bonds. The Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Leon County, Escambia County, or other participating Counties or of the Leon Authority, the Escambia Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Escambia Multi-County Single Family Housing Program.

Section 6. All resolutions or parts thereof of the Leon Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Resolution shall take effect immediately upon its adoption. Duly adopted in the regular session this ____ day of _____, 2013.

LEON COUNTY, FLORIDA

By: _____
Nicholas Maddox, Chairman
Board of County Commissioners

(SEAL)

ATTEST:
CLERK OF THE COURTS
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE

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

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 10th day of October, 2013, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Escambia Authority"), and the **HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Local Authority");

WITNESSETH:

WHEREAS, Part IV of Chapter 159, Florida Statutes (the "Act"), authorizes the creation of housing finance authorities within the State of Florida (the "State") for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, the Escambia Authority by Resolution No. 2013-02 duly adopted on May 14, 2013 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance (the "Plan"), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the "Code"), for operation of a TBA Program (herein defined) and the issuance of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (collectively, the "Program"); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designation as shall be appropriate in an aggregate principal amount not exceeding \$150,000,000 (which may also include Bonds, if any, for which a carry-forward allocation has been obtained pursuant to Section 146(f) of the Code), exclusive of any amounts required for refunding purposes; and

WHEREAS, the Escambia Authority has expressed an interest in pursuing the Program through a joint program with the Local Authority for the issuance by the Escambia Authority of a sufficient principal amount of the Escambia Bonds to finance qualifying single family mortgage loan programs for Escambia County, Florida ("Escambia County") and Leon County and certain other counties through a multi-county single family housing program (the "Escambia Multi-County Single Family Housing Program"); and

WHEREAS, pursuant to Sections 143 and 146 of the Code, the amount of new mortgage revenue bonds which may be issued in each year is limited by a private activity volume cap which has been established for such purpose within the State; and

WHEREAS, the limitations upon available portions of the private activity volume cap prevents the separate issuance of qualified mortgage revenue bonds for each county from being feasibly and economically accomplished; and

WHEREAS, the Escambia Authority has authorized a sufficient amount of Escambia Bonds to fund, refund or refinance outstanding obligations, the proceeds of which will be used to finance a portion of the anticipated demand during the proposed Origination Period for single family mortgages (“Mortgage Loans”) of both Escambia County, Florida and Leon County, Florida (the “Participating County”), as well as certain other counties which may also participate in joint bond programs; and

WHEREAS, the aggregation of mortgage loan demand and the securing of the related amount of the cumulative State private activity volume cap (the “Allocation Amounts”) granted by the State from August 1, 2013, through December 31, 2017 (the “Authorization Period”) for the purpose of issuing qualified mortgage revenue bonds to finance qualifying single family residences to be occupied primarily by first-time home buyers will result in a wider allocation of fixed expenses and certain other economies of scale; and

WHEREAS, unless such economies are realized, the issuance of mortgage revenue bonds for such purpose would be less economical, resulting in higher mortgage costs to mortgagors; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorizes the Participating County to approve the issuance of mortgage revenue bonds through the Escambia Authority to alleviate the shortage of affordable housing within the Participating County, which approval has been granted by a resolution of the Board of County Commissioners of the Participating County adopted on _____, 2013 (the “County Resolution”); and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limit the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Escambia Authority has heretofore approved a Single Family Mortgage Loan Program (the “TBA Program”) pursuant to which Mortgage Loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase by the Authority (directly by the Authority or pursuant to a warehousing arrangement) of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, and further authorized the subsequent sale thereof by the Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available Mortgage-Backed Securities; and

WHEREAS, Sections 163.01, 159.608 and 125.01, Florida Statutes, and the County Resolution authorize this Agreement by conferring upon the Escambia Authority the power to exercise or contract by agreement with the Escambia Authority those powers which are common to it and the other parties hereto and to include the Participating County within the Escambia Authority's area of operation pursuant to Florida Statutes, Section 159.603(1) for the purpose of continual operation of the TBA Program and for the purpose of issuing mortgage revenue bonds in one or more series from time to time, as qualified mortgage revenue bonds based on the Allocation Amounts, as taxable mortgage revenue bonds or from other available monies which require no bond volume allocation, to (i) make available funds to finance (or, to the extent permitted by law and the Code, refinance) qualifying single family housing developments located within the Participating County in accordance herewith, (ii) establish the reserves therefor, and (iii) pay the costs of issuance thereof.

NOW THEREFORE, the parties agree as follows:

Section 1. Allocation Amount; Substitution of Bonds.

The Local Authority hereby authorizes the Escambia Authority to issue, reissue, remarket or refund Single Family Mortgage Revenue Bonds in multiple series from time to time based on the available Allocation Amounts through the Authorization Period, or based upon the need for Mortgage Loans funded in whole or in part from available monies or taxable Bonds which require no bond volume allocation, for the purpose of financing the Program and making funds available for single family housing developments in the Participating County to the full extent permitted by the Act. Any Escambia Bonds issued, re-issued, remarketed or refunded for such purposes in the Participating County are hereby deemed to be in full substitution for an equivalent principal amount of the Local Authority's bonds that could have been issued for such purpose. The Local Authority hereby authorizes the Escambia Authority to utilize the Local Authority's Allocation Amounts on behalf of the Local Authority as part of its Plan for the purpose of financing the Program, including, among other things, financing of qualifying single family mortgages in the Participating County, and the Escambia Authority is hereby designated as the bond issuing authority for the Local Authority through the end of the Authorization Period with respect to all Allocation Amounts. The proceeds of the Escambia Bonds shall be allocated and applied to the funding or refinancing of obligations, the proceeds of which will be used for the funding of Mortgage Loans within the various Participating Counties and for reserves and the payment of costs of issuing the Escambia Bonds, all in accordance with final Program documents approved by the Escambia Authority. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Escambia Authority, or its agents, and all payments due from such revenues shall be paid by the Escambia Authority, or its agents, without further action by the Local Authority.

Section 2. Administration.

The Escambia Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that the Local Authority retains and reserves its right and obligation to require reasonable reporting on programs designed

for and operated within the Participating County, including, but not limited to, reasonably available mortgagor or profile data. The Escambia Authority and its agents shall provide the Local Authority with a copy of the transcript of documents and proceedings for the Escambia Bonds and such reports as may be necessary to comply with disclosure requirements and to account for funds generated by this Agreement.

The Escambia Authority shall have full authority and responsibility to negotiate, define, validate, market, sell, issue, re-issue, deliver, refund or remarket its Escambia Bonds in amounts based upon mortgage loan demand and maximum available Allocation Amounts, to the extent permitted by law to finance the Program for single family housing developments in the Participating County and to take such other action as may be necessary or convenient to accomplish such purpose, including operation of the TBA Program. Each Participating County may apply for the full Allocation Amount available for such Participating County. It is agreed that the initial regional Allocation Amounts for the Escambia Bonds in the Participating County and other Participating Counties located within the same bond volume allocation region under Section 159.804, Florida Statutes, shall be allocated ratably between the Participating County and such other Participating Counties within such region based upon lender demand through June 15 of each year in which Allocations Amounts are obtained.

The issuance and administration costs and expenses related to the Escambia Bonds issued to finance the Program and administration of such Program shall be paid from proceeds of the Escambia Bonds and revenues generated from the Program or other sources available to the Escambia Authority.

Section 3. Program Parameters; Fees and Expenses.

(A) Upon request of the Escambia Authority, the Local Authority shall, to the extent permitted by law, (i) approve, establish, and update, from time to time as necessary, upon the request of the Escambia Authority, such Program parameters including, but not limited to, maximum housing price and maximum adjusted family income for eligible borrowers, as may be required for any bonds issued by the Escambia Authority pursuant to this Agreement and (ii) approve the allocation of Mortgage Loan moneys for each lending institution offering to originate Mortgage Loans within the Participating County. Unless otherwise notified in writing by the Local Authority, the Escambia Authority may from time to time approve and establish such maximum price and family income amounts at the maximum levels provided pursuant to the Code without further action of the Local Authority or Participating County.

(B) The fees and expenses of the Local Authority and the fees and expenses of its counsel shall be paid from the proceeds of the Program in the manner and to the extent mutually agreed upon by the officials of the Local Authority and the Escambia Authority at or prior to issuance of the Escambia Bonds. Notwithstanding anything herein to the contrary, a program fee payable to the Local Authority from amounts received in connection with the issuance of the Bonds shall be equal to \$1.00 per \$1,000 principal amount of bond allocation received from the State for use in Leon County or, alternatively, an amount mutually agreed to by the Local Authority and the Escambia Authority.

Section 4. Term.

This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by the Local Authority during the Authorization Period, or by any party during any period that the Escambia Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Escambia Bonds (or investments acquired through such proceeds or any proceeds from the operation of the TBA Program) are still in the possession of the Escambia Authority, or its agents, pending distribution, unless either (i) the parties to this Agreement mutually agree in writing to the terms of such termination or (ii) such termination, by its terms, only applies prospectively to (a) the authorization to issue Escambia Bonds for which no Allocation Amount has been obtained or used by the Escambia Authority and for which no purchase contract has been entered into, and (b) the authorization to operate the TBA Program. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Bonds pursuant to this Agreement and the operation of the TBA Program.

Section 5. Indemnity.

To the full extent permitted by law, the Escambia Authority agrees to hold the Participating County and the Local Authority harmless from any and all liability for repayment of principal of and interest or penalty on the Escambia Bonds issued pursuant to this Agreement, and the members, officials, employees and agents of the Participating County and the Local Authority harmless from any and all liability in connection with the approval rendered pursuant to Sections 159.603 and 159.604, Florida Statutes. The Escambia Authority agrees that any offering, circular or official statement approved by and used in marketing the Escambia Bonds will include a statement to the effect that Bond owners may not look to the Participating County or the Local Authority and their respective members, officials, employees and agents for payment of the Escambia Bonds issued pursuant to this Agreement and interest or premium thereon.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

(SEAL)

ATTEST



**ESCAMBIA COUNTY HOUSING
FINANCE AUTHORITY**

By: _____

Its: Chairman

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

By: _____

Its: Secretary

A handwritten signature in blue ink, appearing as a series of connected loops and a long horizontal stroke, positioned above a horizontal line.

[Signature Page to Interlocal Agreement]

**HOUSING FINANCE AUTHORITY
OF LEON COUNTY, FLORIDA**

By: Allen S. Smith for.
Chairman

(SEAL)

ATTEST:

By: Maie Mison
Secretary

[Signature Page to Interlocal Agreement]

The undersigned Secretary of the Housing Finance Authority of Leon County, Florida, does hereby certify that the foregoing is a true and complete original of the Interlocal Agreement executed by the Chairman and Secretary as of the 10th day of October, 2013.

**HOUSING FINANCE AUTHORITY
OF LEON COUNTY, FLORIDA**

By: *Maile Miles*
Its: Secretary

(SEAL)

HOUSING FINANCE AUTHORITY OF LEON COUNTY
PUBLIC HEARING
October 10, 2013
12:10 p.m..

CJ PIPKINS: I am CJ Pipkins with the Escambia County Housing Finance Authority and I am going to be the hearing officer on behalf of the Housing Finance Authority of Leon County for this public hearing. Lamarr Kemp with the Housing Finance Authority of Leon County is going to represent the Housing Finance Authority of Leon County. Today is Thursday, October 10, 2013 at 12:00 p.m. This is a public hearing held by the Housing Finance Authority of Leon County as required under the federal tax laws for the purpose of issuing tax-exempt bonds to provide below market rate mortgage money to first time homebuyers of moderate and lower income persons. The Escambia Authority will be the Issuer of the bonds. Mr. Kemp, would you state the date of the Notice of Public Hearing for this hearing?

LAMARR KEMP: The Public Hearing Notice was published in the Tallahassee Democrat on September 25, 2013.

CJ PIPKINS: Thank you very much, Mr. Kemp and would you please read the Notice for the record?

LAMARR KEMP: Yes. For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Housing Finance Authority of Leon County (the "Leon Authority"), will conduct a public hearing on Thursday, October 10, 2013, at 12:00 p.m. or as soon thereafter as practicable, in the Community Room, located at the Leon County Office of Human Services & Community Partnerships, 918 Railroad Avenue, Tallahassee, Florida, 32310, to consider the approval of a plan of finance to provide capital including the issuance from time to time by the Escambia County Housing Finance Authority (the "Escambia Authority"), on behalf of Leon County and other participating counties, of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, in multiple series, from time to time, and to discuss other business properly before the Leon Authority.

The proceeds of such bonds together with funds from other sources available to the Escambia Authority, will be used to finance, or refund outstanding obligations, the proceeds of which will be used to finance the purchase of single family residences to be occupied primarily by first-time home buyers of moderate, middle or lesser income within Leon County, Florida, and various other counties in the State of Florida.

The bonds and interest thereon shall not constitute a debt or indebtedness of the Escambia Authority, Leon Authority, Leon County, or other participating counties or housing finance authorities, within the meaning of any provisions or limitations of the statutes or Constitution of the State of Florida, Leon County, or other participating counties or housing finance authorities, but will be payable solely from payments made from the revenues generated from the housing program.

All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

At the time and place fixed for said public hearing persons who appear will be given an opportunity to express their views for or against the proposal to issue said bonds, and any written comments received by the Leon Authority will be considered.

In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in the proceeding should contact the Leon County Office of Human Services & Community Partnerships no later than seven (7) days prior to the proceeding at (850) 606-1900.

Lamarr D. Kemp, SR., Director of Housing Services
Housing Finance Authority of Leon County, Florida”

CJ PIPKINS: Mr. Kemp, where will the proceeds of these bonds be used?

LAMARR KEMP: The proceeds of these bonds will be used in all of Leon County including the incorporated cities or towns.

CJ PIPKINS: Mr. Kemp, what is the public purpose of these bonds?

LAMARR KEMP: The public purpose is to provide safe, decent and affordable housing to persons of lower and moderate income.

CJ PIPKINS: Mr. Kemp, what is the benefit to the public from the proceeds of these bonds?

LAMARR KEMP: The benefit to the public is they can receive mortgage money at a low rate with down payment assistance.

CJ PIPKINS: Are there any further questions from the Housing Finance Authority or its staff concerning this program? (PAUSE.....) There being no further questions, are there any questions or comments from the public concerning this bond issue? (PAUSE.....) Mr. Kemp, have you received any oral or written communication concerning this public hearing?

LAMARR KEMP: Ms. Pipkins, I have not. [IF ANY COMMUNICATIONS HAVE BEEN RECEIVED THEN PLEASE STATE SO AND READ INTO THE RECORD].

CJ PIPKINS: Having established a public purpose and use of the bond proceeds and there being no further questions from either the public or the Housing Finance Authority, I deem this hearing to be final and closed, with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further

comments this public hearing is closed.

TALLAHASSEE DEMOCRAT
PUBLISHED DAILY
TALLAHASSEE-LEON-FLORIDA

STATE OF FLORIDA COUNTY OF LEON:
Before the undersigned authority personally
appeared Cassandra Moore, who on oath says
that he or she is a Legal Advertising
Representative of the Tallahassee Democrat, a
daily newspaper published at Tallahassee in Leon
County, Florida; that the attached copy of
advertisement, being a Legal Ad in the matter of

NOTICE

In the Second Judicial Circuit Court was
published in said newspaper in the issues of:

SEPTEMBER 25, 2013

Affiant further says that the said Tallahassee
Democrat is a newspaper published at
Tallahassee, in the said Leon County, Florida,
and that the said newspaper has heretofore been
continuously published in said Leon County,
Florida each day and has been entered as
periodicals matter at the post office in
Tallahassee, in said Leon County, Florida, for a
period of one year next preceding the first
publication of the attached copy of
advertisement; and affiant further says that he or
she has never paid nor promised any person, firm
or coporation any discount, rebate, commission
or refund for the purpose of securing this
advertisement for publication in the said
newspaper.

CASSANDRA MOORE
LEGAL ADVERTISING REPRESENTATIVE

Sworn to and Subscribed before me.

This 25th Day of September, 2013, by

Cassandra Moore, Cassandra Moore

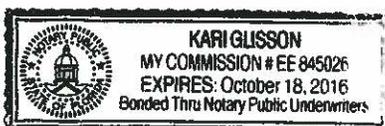
Personally Known _____

OR Produced Identification _____

Type of Identification Produced _____

(SEAL)

Notary Public
State of Florida
County of Leon



NOTICE OF PUBLIC HEARING

Page 4 of 4

For the purpose of Section 147(f) of the Internal Revenue Code of 1954 as amended, notice is hereby given that the Housing Finance Authority of Leon County (the "Leon Authority") will conduct a public hearing Thursday, October 10, 2013, at 12:00 p.m. or as soon thereafter practicable, in the Community Room, located at the Leon County Office of Human Services & Community Partnerships, 918 Railroad Avenue, Tallahassee, Florida, 32310, to consider the approval of a plan of financing to provide capital including the issuance from time to time by the Escambia County Housing Finance Authority (the "Escambia Authority") on behalf of Leon County and other participating counties, of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, multiple series, from time to time, and to discuss other business proposals before the Leon Authority.

The proceeds of such bonds together with funds from other sources available to the Escambia Authority, will be used to finance, or refund outstanding obligations, the proceeds of which will be used to finance the purchase of single family residences to be occupied primarily by first-time home buyers of moderate, middle or lesser income within Leon County, Florida, and various other counties in the State of Florida.

The bonds and interest thereon shall not constitute a debt or indebtedness of the Escambia Authority, Leon Authority, or other participating counties or housing finance authorities, within the meaning of any provisions or limitations of the statutes or Constitution of the State of Florida, Leon County, Leon Authority or other participating county or housing finance authorities, but will be payable solely from payments made from the revenues generated from the housing program.

All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings, and if such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

At the time and place fixed for said public hearing persons who appear will be given an opportunity to express their views for or against the proposal to issue said bonds, and any written comments received by the Leon Authority will be considered.

In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in the proceeding should contact the Leon County Office of Human Services & Community Partnerships no later than seven (7) days prior to the proceeding at (850) 606-1900.

Lamarr D. Kemp, SR., Director of Housing Services
Housing Finance Authority of Leon County, Florida

SEPTEMBER 25, 2013

RESOLUTION NO. 13-___

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA, APPROVING A JOINT PROGRAM WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF ITS NOT EXCEEDING \$150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS, ON BEHALF OF LEON COUNTY, FLORIDA AND THE HOUSING FINANCE AUTHORITY OF LEON COUNTY AND APPROVING A PLAN TO FINANCE QUALIFYING SINGLE FAMILY MORTGAGE LOANS IN LEON COUNTY, FLORIDA; PROVIDING THAT SUCH ESCAMBIA BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 159, Part IV, Florida Statutes (the "Act"), authorizes the creation of housing financing authorities with the purpose of issuing revenue bonds to assist in alleviating a shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorize the Board of County Commissioners of Leon County, Florida (the "Governing Body"), to approve the operation of the Escambia County Housing Finance Authority (the "Escambia Authority"), within the territorial boundaries of Leon County ("Leon County"), and the issuance from time to time of mortgage revenue bonds by the Escambia Authority to alleviate the shortage of affordable housing and capital available for investment therein within Leon County; and

WHEREAS, the Escambia Authority by Resolution No. 2013-02 duly adopted on May 14, 2013, as amended and supplemented (the "Enabling Resolution"), authorized a plan of finance (the "Plan"), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the "Code") for the operation of a TBA Program (herein defined) or by the issuance from time to time of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designation as shall be appropriate in an aggregate principal amount not exceeding \$150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for mortgage loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Program heretofore approved by the Escambia Authority includes a program pursuant to which mortgage loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented (the "TBA Program"), and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase by the Authority (directly by the Authority or pursuant to a warehousing arrangement) of mortgage-backed securities backed by mortgage loans originated under the TBA Program; and further authorized the subsequent sale thereof by the Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available mortgage-backed securities; and

WHEREAS, the Escambia Authority has expressed an interest in pursuing the Program through a joint program with the Housing Finance Authority of Leon County (the "Leon Authority") for the operation of a TBA Program and by the issuance from time to time by the Escambia Authority of a sufficient principal amount of the Escambia Bonds to finance qualifying single family mortgage loan programs for Escambia County, Florida ("Escambia County") and Leon County and certain other counties through a multi-county single family housing program (the "Escambia Multi-County Single Family Housing Program"); and

WHEREAS, by combining the authority to issue single family mortgage revenue bonds of the Escambia Authority, Leon County and the Leon Authority and certain other issuers desiring to participate in the issue, the Escambia Multi-County Single Family Housing Program will be able to make available mortgage loans at rates below the rates otherwise possible if the Leon Authority attempted a separate issue; and

WHEREAS, such a Program would benefit Leon County and aid in alleviating a shortage of affordable housing and capital available for investment therein within Leon County; and

WHEREAS, in order to participate in such Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, the Leon Authority pursuant to Section 147(f) of the Code, has held a public hearing on behalf of Leon County, the Escambia Authority and Escambia County, following notice of such hearing given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing; and

WHEREAS, in order to participate in the Plan and the Escambia Multi-County Single Family Housing Program and to approve the operation of a TBA Program and the issuance of the

Escambia Bonds, the Leon Authority desires to approve the form of and to execute and deliver an Interlocal Agreement with the Escambia Authority in the form more fully described below (the "Interlocal Agreement") and to take such other actions as are necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA, THAT:

Section 1. Authority.

This Resolution is adopted pursuant to the provisions of the Florida Housing Authority Law, Chapter 159, Part IV, Florida Statutes, and other applicable laws.

Section 2. Findings.

The Leon Authority has found and determined and hereby declares that:

(A) In order to realize the economies of scale afforded by aggregating the separate single family mortgage revenue bond programs for the Leon Authority and the Escambia Authority, it is in the best interest of Leon County and the Leon Authority to authorize the Escambia Authority to operate a TBA Program and to issue the Escambia Bonds to finance single family mortgage loans for both Escambia County and Leon County which qualify under the Act.

(B) The Leon Authority held a public hearing on October 10, 2013, as required by Section 147(f) of the Code after giving such notice as required thereby. Such public hearing was conducted at the time and place advertised and at such hearing reasonable opportunity was provided for all interested individuals to express their views, both orally and in writing, on the Plan and the issuance of the Escambia Bonds. The Leon Authority shall provide the minutes of such public hearing to the Governing Body for approval as the applicable elected representative or governmental unit.

(C) In order to implement such Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, it is in the best interest of the Leon Authority to enter into the Interlocal Agreement with the Escambia Authority.

Section 3. Authorization of Form of Interlocal Agreement.

The execution and delivery of the Interlocal Agreement authorizing the Escambia Authority to issue its Escambia Bonds to finance qualifying single family mortgage loans in Leon County from time to time is hereby authorized. The form of the Interlocal Agreement attached hereto as Exhibit "A" is hereby approved, subject to such changes, modifications, insertions, omissions, substitutions and such filling of blanks therein as may be approved and made in such form by the officers of the Leon Authority and the Escambia Authority executing the same, such execution and delivery to be conclusive evidence of such approval.

Section 4. Authorization to Execute.

The Chairman or Vice Chairman and the Secretary or Deputy Secretary of the Leon Authority are hereby authorized and empowered to execute and deliver the Interlocal Agreement and to affix thereto or impress thereon the seal of the Leon Authority. The appropriate officers of the Leon Authority are hereby further authorized to execute and deliver such other or additional intergovernmental agreements, applications, consents, or other documents and instruments as may be necessary to implement the Plan and the Program, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to the Act and the Plan, for the purposes set forth in the Interlocal Agreement.

Section 5. Approval of Issuance of Escambia Bonds and Public Hearing.

The Leon Authority hereby approves, within the meaning of Section 147(f) of the Code, the Escambia Authority's Plan and the issuance by the Escambia Authority in multiple series from time to time, of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)," with such particular Series designation as shall be appropriate for funding the Escambia Multi-County Single Family Housing Program, and the public hearing related thereto held by the Leon Authority on Thursday, October 10, 2013. The Leon Authority hereby requests the Governing Body to approve, within the meaning of Section 147(f) of the Code, the Plan and the issuance by the Escambia Authority of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)," in multiple series from time to time with such particular Series designation as shall be appropriate and the public hearing related thereto by the Leon Authority.

Section 6. No Expenditure of Funds; Limited, Special Obligations.

Adoption of this Resolution does not authorize or commit the expenditure of any funds of Leon County or of the Leon Authority to pay the cost of issuance of such Escambia Bonds. The Escambia Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Leon County, Escambia County, or other participating Counties or of the Leon Authority, the Escambia Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Escambia Multi-County Single Family Housing Program.

Section 7. Effective Date.

The approvals and authorizations provided in Sections 3, 4 and 5 of this Resolution are expressly contingent upon and this Resolution shall become effective upon the adoption by the Governing Body of a resolution approving and authorizing the Escambia Authority to operate within the territorial boundaries of Leon County with respect to the issuance of its Escambia Bonds.

DULY ADOPTED by the Housing Finance Authority of Leon County, this 10th day of October, 2013.

**HOUSING FINANCE AUTHORITY OF
LEON COUNTY**

(SEAL)

By: Allen A. Stratton
Chairman

ATTEST:

By: Maile Muesel
Secretary

**Leon County
Board of County Commissioners**

Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Letter of Agreement with the Agency for Health Care Administration for the FY 13-14 Low Income Pool Award on behalf of Tallahassee Memorial Healthcare, Inc.

| | |
|--|--|
| 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 D. Calabro, Financial Compliance Manager |

Fiscal Impact:

This item has a fiscal impact in the amount of \$255,531, which has been budgeted in the FY13-14 Adopted Budget. Through partnering with Tallahassee Memorial Hospital, the \$255,531 will be leveraged to provide an additional \$212,239 in additional funding to Neighborhood Medical Center, Inc.

Staff Recommendation:

Option #1: Approval of the Letter of Agreement with the Agency for Health Care Administration for the FY 13-14 Low Income Pool Award on behalf of Tallahassee Memorial Healthcare (Attachment #1), and authorize the County Administration to execute; and, authorize the County Administrator to approve any and all future modifications to this Agreement in a form approved by the County Attorney.

Report and Discussion

Background:

During the September 24, 2013 regular commission meeting, the Board approved the FY 2013-14 Budget. The annual budget included an allocation of \$466,740 to Neighborhood Medical Center, Inc. (NMC) and an allocation of \$200,000 to Tallahassee Memorial Healthcare, Inc. (TMH) for the Trauma Center. TMH, in partnership with Leon County, has requested a portion of these funds be utilized to leverage the Agency for Health Care Administration's Low Income Pool award which in turn will provide additional funding towards NMC (Attachment #1). This request is consistent with the approach taken the past three fiscal years in leveraging funds.

Analysis:

TMH as a local nonprofit hospital is eligible to receive an annual Low Income Pool (LIP) award from the Agency for Health Care Administration (AHCA). These award amounts vary per year and are calculated based on the funds available. This year, TMH's LIP allocation award will total \$1.263 million. TMH can only draw down these funds through partnership with a local government entity, which provides the funding through an Intergovernmental Transfer (IGT).

In continuing efforts to leverage funding, staff is recommending that the County again partner with TMH and NMC to bring additional dollars to our community. The maximum funding needed this year from the County is \$255,531 (Attachment #2). The \$255,531 will be supported by the \$200,000 Trauma Center budget and \$55,531 from the NMC budget allocation.

Through the leveraging:

- NMC will receive a total of \$678,979 or an increase of \$212,239 for the County's initial allocation.
- The \$200,000 provided by the County for the Trauma Center will be reallocated to the Trauma Center through the LIP award.

This leveraging approach is consistent with how the County works with Bond Community Health Center to leverage additional funding.

Options:

1. Approve the Letter of Agreement with the Agency for Health Care Administration for the FY 13-14 Low Income Pool Award on behalf of Tallahassee Memorial Healthcare, Inc. (Attachment #1), and authorize the County Administration to execute; and, authorize the County Administrator to approve any and all future modifications to this agreement in a form approved by the County Attorney.
2. Do not approve the Letter of Agreement with the Agency for Health Care Administration for the FY 13-14 Low Income Pool Award on behalf of Tallahassee Memorial Healthcare, Inc.
3. Board direction.

Recommendation:

Option #1.

Title: Approval of the Letter of Agreement with the Agency for Health Care Administration for the FY 13-14 Low Income Pool Award on behalf of Tallahassee Memorial Healthcare, Inc.

November 19, 2013

Page 3

Attachments:

1. FY13-14 Letter of Agreement with Agency for Health Care Administration Low Income Pool
2. Letter From Tallahassee Memorial Showing Expenditures for LIP Funding

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2013, by and between Leon (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 1500, the General Appropriations Act of State Fiscal Year 2013-2014, passed by the 2013 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$255,531.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. The Disproportionate Share Hospital (DSH) program.
 - ii. The removal of outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
 - iii. The removal of outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
 - iv. The removal of outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - v. Inpatient DRG add-ons for teaching, specialty, children's, public and community hospital education program hospitals; hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent; or hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - vi. The annual cap increase on outpatient services for adults from \$500 to \$1,500.
 - vii. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - viii. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ix. Medicaid LIP payments to Federally Qualified Health Centers.

- x. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - xi. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
2. The County will pay the State an amount not to exceed the grand total amount of \$255,531. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$63,885 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$63,882 is due as follows, November 30, 2013, March 31, 2014 and June 15, 2014.
 - c. The State will bill the County each quarter payments are due.
 3. Timelines: This agreement must be signed, submitted, and received to the Agency no later than October 1, 2013, for self-funded exemptions, buybacks and DRG add-ons, to be effective for SFY 2013-2014.
 4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2013-2014.
 5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
 6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
 7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
 8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
 9. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2012-13 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2013-14) LOAs.

10. This Letter of Agreement covers the period of July 1, 2013 through June 30, 2014 and shall be terminated June 30, 2014.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

Leon County, Florida

State of Florida

Vincent S. Long
County Administrator

Stacey Lampkin
Acting Assistant Deputy Secretary for Medicaid
Finance, Agency for Health Care Administration

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

| Local Government Intergovernmental Transfers | |
|---|------------------------------------|
| Program / Amount | State Fiscal Year 2013-2014 |
| Supplemental Payments | |
| LIP | \$255,531 |
| DSH | |
| Nursing Home SMP | |
| Outpatient Amounts | |
| Automatic Buyback | |
| Self-Funded Buyback | |
| Automatic Exemption | |
| Self-Funded Exemption | |
| SWI | |
| Inpatient Amounts | |
| Automatic DRG Add-On | |
| Self-Funded DRG Add-On | |
| Total Funding | \$255,531 |



**Tallahassee Memorial
HealthCare Foundation**

1331 East Sixth Avenue
Tallahassee, Florida 32303

850.431.5389 Telephone
850.431.4483 Facsimile
www.tmhfoundation.org

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November 5, 2013

Mr. Scott Ross, Director
Office of Management & Budget
Leon County
Leon County Courthouse, 2nd Floor
201 South Monroe Street
Tallahassee, Florida 32301

Dear Mr. Ross:

This is to confirm our conversation with respect to Tallahassee Memorial HealthCare's anticipated \$1,263,554 LIP grant which is predicated upon matching funds from Leon County and the City of Tallahassee. The grant funding will be used as follows:

| | |
|--|-------------------------------|
| Tallahassee Memorial Trauma Center | \$ 275,000.00 |
| Tallahassee Memorial Transitional Care Center | 255,433.00 |
| Medication Vouchers for TMH Transitional Care Center | 38,871.00 |
| Tallahassee Memorial Family Medicine Residency Program | 427,003.00 |
| Neighborhood Health Services | <u>267,144.00</u> |
| Total | <u>\$ 1,263,451.00</u> |

Thank you very much. It is always a pleasure to work with you and Leon County.

Sincerely,

Paula S. Fortunas
President/CEO

Note: In accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) Fund-Raising Procedure, you may elect to "opt out" of future TMH Foundation communications by either a telephone call (850-431-5389) or e-mail (foundation@tmh.org) or letter (1331 East Sixth Avenue, Tallahassee, Florida 32303).

**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Request to Schedule the First and Only Public Hearing on a Proposed Ordinance to Establish Low Impact Development Standards and Incentives for Tuesday, December 10, 2013 at 6:00 p.m.

| | |
|--|---|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Tony Park, P.E., Public Works and Community Development David McDevitt, Director, Development Support & Environmental Management |
| Lead Staff/ Project Team: | John Kraynak, P.E., Director, Environmental Services Division Ryan Culpepper, Director, Development Services Division |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule the first and only Public Hearing on a proposed Ordinance to establish low impact development standards and incentives (Attachment #1) for Tuesday, December 10, 2013 at 6:00 p.m. .

Report and Discussion

Background:

One of the Board's Strategic Priorities includes the protection of the environment. During their regularly scheduled meeting on March 12, 2013, the Board approved the proposed Low Impact Development (LID) standards and incentives, and directed staff to proceed with drafting an Ordinance to implement them (Attachment #2).

Low impact development could be defined as a comprehensive land planning and engineering design approach with a goal of maintaining and enhancing the predevelopment hydrologic conditions of developing watersheds. While traditional stormwater management infrastructure oftentimes includes unsightly pipes, outfalls, concrete channels, and fenced "square boxed" ponds, LID-based development seeks to mimic predevelopment hydrology to protect watercourses, habitat, baseflow, and groundwater recharge. Additionally, it protects water quality by minimizing the pollutant loading to surface waters from developed areas. Furthermore, LID-based stormwater mitigation can reduce the size of the aesthetically unpleasing stormwater management facilities (SWMF) that require fencing and landscaping due to unsafe side slopes.

Stormwater runoff occurs when rain falls at a rate that is more than the surface can absorb, allowing excess water flow into streams and lakes. Undeveloped and undisturbed land typically has the ability to absorb small, frequent storms and a substantial portion of the larger storms before runoff occurs. After development, however, extra runoff is generated when impervious area is added to the property, which can cause the basin to lose more water after development because impervious area blocks the soil from absorbing water, pollutants to flow across impervious surfaces and wash into surface waters, and watercourses to become eroded and scoured from increased flow rates and volumes. Implementing LID practices into the development review process may reduce the amount of runoff caused by new development, thus reducing the aforementioned potential negative impacts.

The proposed Ordinance to establish low impact development standards and incentives is essential to the following FY2012 & FY2013 Strategic Initiative that the Board approved during its January 29, 2013 meeting:

- Implement strategies that protect the environment and promote orderly growth, including: integrate low impact development practices into the development review process. (2012)

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

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution (EN1 – rev. 2013)
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns (EN2 – 2012)

Analysis:

An LID-based approach to site design and SWMF functionality will typically result in a built site that looks and functions differently than more traditionally designed developments. Additionally, LID-based site design generally will result in the enhanced protection as well as restoration of our water sources by mimicking the site's predevelopment hydrology. Some examples of traditional site design elements that are barriers to an LID-based approach are:

- Elevated landscape islands in commercial parking areas;
- Curbs that prevent runoff from flowing off a street or parking lot onto landscape areas;
- Roof drains directly connected to an underground storm sewer system;
- Tightly manicured lawns with no natural areas; and
- Minimum parking requirements that create large, impervious parking areas with usually vacant spaces.

An LID-based approach to site design provides many environmental and economic benefits, as well as aesthetic enhancements when compared to more traditional site design. The following are examples of these benefits and enhancements:

- Improves water quality – Stormwater runoff collects pollutants such as oil, bacteria, sediments, metals, hydrocarbons, and nutrients from impervious surfaces and discharges these to streams, rivers, and lakes. Utilizing LID design solutions will reduce pollutant-laden storm water from reaching surface waters and groundwater. Improved water quality enhances property values and lessens the potential for pollutant clean up, thereby reducing or eliminating future costs to the public. LID would be one of many tools used in the Basin Management Action Plan (BMAP) process for meeting total maximum daily loads (TMDLs) for Lake Lafayette and Lake Munson in the future.
- Reduces costly flooding events – Ditches and drains are designed to deliver runoff to our waterways, but can rapidly flood when large volumes of stormwater enter these conveyances. Implementing LID practices would reduce the volume and speed of stormwater runoff, thus decreasing flooding and associated property damage.
- Restores aquatic habitat – Rapidly moving stormwater erodes stream banks and scours stream channels, obliterating habitat for fish and other aquatic life. Using LID practices would reduce the amount of stormwater reaching a surface water system and help maintain natural stream channel functions and habitat.
- Improves groundwater recharge – Runoff that is quickly discharged through ditches and drains into surface waters cannot infiltrate into the ground. LID practices retain more rainfall on-site, allowing it to be filtered by soil as it seeps down to the water table. This can reduce pollutants reaching Wakulla Springs by preventing transfer of pollutants to our sinks and rapid infiltration stormwater ponds located below the Cody Scarp.

- Enhances neighborhood aesthetics – Traditional stormwater management infrastructure includes unsightly pipes, outfalls, concrete channels and fenced ponds. Using LID broadly can increase property values and enhance communities by making them more beautiful, sustainable and wildlife friendly.
- Mitigates the “heat island effect” – When implemented broadly, LID can also mitigate the urban “heat island effect” by infiltrating water running off hot pavements by utilizing shading and minimizing impervious surfaces.

The proposed Ordinance includes the following LID concepts and associated design solutions:

1. **Shallow Retention Areas/Bioswales/Inverted Landscape Islands.** Current landscape islands are primarily required for aesthetics and to shade parking. By simply inverting the islands, the runoff would be treated using vegetation and biological organisms, while reducing the volume of runoff before discharging to the stormwater pond (Attachment #3). This would increase infiltration and groundwater recharge, and add to the aesthetics and improve biodiversity, as well as reduce the size of the onsite stormwater pond. The most important aspect of this concept is that the water quality treatment is more protective through retention. The proposed Ordinance provides an incentive by increasing the landscape credit from the current 1:1 basis to a 2:1 basis toward the 20% landscape requirement on development sites. Staff believes this incentive will motivate developers to integrate stormwater within their landscaping to allow more land for development.
2. **Minimize Directly Connected Impervious Areas.** Most residential development collects road and roof runoff in street inlets, which are then hard-piped directly to a centralized stormwater treatment pond. By eliminating the pipes and replacing them with roadside swales, or even capturing sidewalk drainage before it enters the piped conveyance system, significant water quality benefits can be achieved (Attachment #4). Most of the runoff from small storm events would percolate in the swales and never reach the stormwater pond; versus directly piping the runoff, which guarantees that it will reach the stormwater pond. The anticipated reduction in piped volumes would directly result in the ability to incorporate smaller, centralized stormwater ponds into the development. In addition, simply requiring that roof gutter systems discharge across existing yard vegetation can reduce runoff versus piping the gutters to the storm sewers. The proposed Ordinance language requires that the site designer must demonstrate that directly connected impervious area is minimized to the greatest extent practicable before an environmental permit can be approved.
3. **Utilize Natural/Planted Area on Residential Lots.** Lawns require watering, mowing, aerating, and may be subject to chemical applications. Lawns are not as effective at absorbing and retaining water as natural forest leaf litter, native grasses, shrubs, trees, and wild flowers. Therefore, replacing lawns with native vegetation can reduce stormwater and filter pollutants.

An example of this concept is the Madera Subdivision in Gainesville (Attachment #5). Native landscapes require less maintenance and equipment than a traditional lawn. Currently, the Land Development Code (LDC) requires that all area that drains to a stormwater pond, including natural areas, be included in the volumetric treatment requirement. The proposed Ordinance language will allow for the exclusion of natural area from the required treatment volume calculation to provide an incentive for developers to keep a percentage of each lot natural and reduce the required water quality treatment volume in the stormwater pond.

4. **Promote Pervious Pavements.** Pervious pavement allows rainwater to percolate through the paving and into the ground, thus decreasing runoff and minimizing the pollutants introduced into stormwater runoff from parking areas. Additionally, the utilization of pervious driveway and parking surfaces will result in smaller onsite stormwater ponds. Pervious pavement techniques include porous asphalt, pervious concrete, paving stones, and manufactured “grass pavers” made of concrete or plastic (Attachment #6). Pervious pavements may be used for walkways, patios, plazas, driveways, parking stalls and overflow parking areas. The Target store parking lot in Bradfordville is an example of pervious asphalt, and the Tallahassee Mall overflow parking contains grass pavers. The proposed Ordinance requires that all overflow parking be constructed of pervious pavement, which will improve the overall water quality before runoff reaches the stormwater pond.
5. **Green Roofs.** A green roof is a roof that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane (Attachment #7). The purpose of a green roof is to absorb and treat rainwater, provide insulation, create habitat for wildlife and mitigate the heat island effect. The proposed Ordinance includes a landscape credit for the green roof area at a ratio of 1:1 toward the 20% landscape area code requirement after all other landscaping requirements (including interior landscaping requirements) have been met. Credit toward the water quality treatment requirements will be calculated on a case-by-case basis using acceptable engineering practices.
6. **Stormwater Reuse.** Reuse of stormwater for irrigation of landscaping and natural areas can assist in retaining stormwater runoff onsite. In all areas where retention is not required and recovery cannot be met solely by percolation, irrigation of stormwater is proposed as an incentive to keep the stormwater onsite versus sending it to an inefficient stormwater pond with filtration as the treatment alternative. This will reduce the treatment volume and improve the resultant stormwater quality leaving the site.
7. **Redevelopment.** Many of the County’s older developed sites were constructed with no landscaping or stormwater requirements. Some of these sites are abandoned or have been redeveloped. Currently, the LDC provides incentives for redevelopment projects, including reduced landscape and natural area requirements and credit for impervious area toward stormwater rate control requirements.

However, each redevelopment site must meet the current water quality treatment requirements, which can often be a disincentive to the project moving forward. Staff believes the water quality benefits from LID are more important in reducing pollutant loads, and therefore proposes to reduce the water quality treatment requirements by 50% for redevelopment sites utilizing LID treatment.

8. **Revise the Parking Standards.** Currently, Chapter 10, Article VII, Division 5 of the LDC maintains a list of general land use types and a typical standard for calculating the required minimum off-street parking spaces for each land use type. The required spaces are typically determined by the amount of square footage associated with the proposed land use. The LDC also provides a threshold for the required parking based on the zoning district of the proposed use, which can allow a range of required parking generally within 10-15% of the required minimum. However, the minimum standard parking requirements are based on standards established more than 25 years ago. Additionally, these standards were designed to accommodate larger vehicles with limited focus on the environmental impact of the impervious footprint or consideration for pedestrian mobility. With the growing popularity of smaller, more energy efficient vehicles, the concern over stormwater runoff and the decreasing supply of available land for non-residential development, the re-evaluation of minimum parking standards appear to be a logical next step to further the implementation of LID standards. In many jurisdictions in the U.S., it has become standard practice to incorporate more pedestrian friendly and compact design features into parking space requirements.

The current parking standards require non-residential developments to allocate a large portion of the site to provide parking for the proposed land use. The resulting “sea of parking” can limit the site’s development potential. As a result, the associated SWMFs are increased, further limiting the area allocated for building square footage. The LDC was amended in 2008 to provide flexibility in the minimum required parking by providing a range of allowable parking thresholds in each zoning district. This flexibility has been met with mixed results, with several applicants desiring more parking than the typical minimum, while a select few have elected to provide less than the typical minimum required.

An analysis of other similar-sized jurisdictions indicates that the County’s current parking minimum standards appear to be excessive. Not only could the minimum number of parking spaces be reduced, but it appears that the parking space dimensions could be revised as well. Therefore, the proposed Ordinance would revise Section 10-7.545 of the LDC as follows:

- Reduce the range of allowable off-street parking spaces by zoning district;
- Revise the minimum number of off-street parking spaces required by land use category as outlined in Schedule 6-2 of the LDC;
- Increase the ratio of full-size to compact off-street parking by 5% for most land uses noted in Schedule 6-2; and
- Revise Schedules 6-3 and 6-5 to amend the dimensional design standards for regular and compact parking spaces to more accurately reflect typical vehicle sizes.

Title: Request to Schedule the First and Only Public Hearing on a Proposed Ordinance to Establish Low Impact Development Standards and Incentives for Tuesday, December 10, 2013 at 6:00 p.m.

November 19, 2013

Page 7

Staff will present the proposed LID Ordinance to the Science Advisory Committee, the DSEM Citizen's User Group, and Water Resources Committee for review and comments. A consistency review by the Planning Commission is scheduled on December 3, 2013.

Staff believes the proposed Ordinance provides the foundation for better water quality treatment; thereby, improving protection of County surface and groundwater resources. The Ordinance will be revised and updated as new LID solutions become available. Staff is requesting the Board schedule a Public Hearing for Tuesday, December 10, 2013, at 6:00 p.m., to adopt the proposed Ordinance.

Options:

1. Schedule the first and only Public Hearing on a proposed Ordinance to establish low impact development standards and incentives for Tuesday, December 10, 2013 at 6:00 p.m.
2. Schedule the first and only Public Hearing on a proposed Ordinance to establish low impact development standards and incentives for an alternate date.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Low Impact Development Ordinance
2. LID Standards and Incentives Board Agenda Item dated March 12, 2013
3. Bioswales/Inverted Landscape Islands
4. Vegetative Roadside Swales
5. Natural/Planted Area
6. Pervious Pavement Examples
7. Green Roof Diagram

VSL/TP/DM/JK

ORDINANCE NO. 13- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE, BY ADDING A NEW SECTION 10-4.308, LOW IMPACT DEVELOPMENT, AMENDING SECTION 10-7.545, NUMBER OF OFF-STREET PARKING SPACES, AMENDING SECTION 10-7.546, OFF-STREET PARKING SPACE STANDARDS.

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 10-4.308 of the Code of Laws of Leon County, Florida, is hereby added as follows:

Sec. 10-4.308. Low Impact Development.

Low impact development (LID) is a comprehensive land planning and engineering design approach with a goal of maintaining and enhancing the predevelopment hydrologic conditions of developing watersheds. LID is a manner of land development that seeks to mimic predevelopment hydrology to protect watercourses, habitat, baseflow and groundwater recharge. It also protects water quality by minimizing the pollutant loading from developed areas to our surface waters. The basic premise of LID is to decentralize stormwater treatment by reducing runoff and designing infiltration techniques before the runoff reaches the stormwater facility.

The following are examples of LID options that will be evaluated on a case by case basis by using acceptable engineering practices with verification that maintenance entities are provided to ensure that the LID will provide continuing benefits after construction:

- Bioretention
- Retaining natural vegetation
- Minimize directly connected impervious areas
- Pervious pavement
- Green roofs
- Rain gardens
- Rain barrels/cisterns
- Florida friendly landscaping
- Stormwater reuse
- Vegetated swales

1 There are many LID options that provide a wide range of benefits. The benefits and potential
2 landscaping and water quality credits will be determined on a case by case basis. At a minimum,
3 the following standards shall apply:

4
5 (1) **Shallow retention areas.** This category includes bioretention areas, inverted landscape
6 areas and planted retention areas, if these areas are less than two feet in depth and
7 integrated within the landscaped areas of a site. Landscape credit for these shallow
8 retention areas shall be provided at a ratio of 2:1 toward the landscape area requirement
9 in Section 10-4.344 after all other landscaping requirements, including interior
10 landscaping requirements, have been met.

11
12 (2) **Minimization of directly connected impervious area.** It is the intent of this subsection
13 to minimize directly connected impervious area in an effort to improve water quality
14 treatment by decentralizing stormwater runoff and percolating this runoff wherever
15 possible. All environmental permit applications that include stormwater treatment must
16 demonstrate that directly connected impervious area is minimized to the greatest extent
17 practicable, i.e., swales versus piped system.

18
19 (3) **Natural area on residential lots.** Stormwater treatment will not be required for all areas
20 on residential lots specifically designated to remain in a natural predevelopment
21 condition, and designated “Conservation Area” on the site plan/plat/Environmental
22 Permit. Covenants and Restrictions for residential subdivisions shall include specific
23 language to ensure proper and perpetual preservation of these conservation areas.
24 The treatment volume for the subdivision must meet the minimum state water quality
25 treatment standards.

26
27 (4) **Pervious pavement.** Pervious pavement is a variety of techniques that allow movement
28 of stormwater flow through a range of sustainable materials that contain pores or
29 separation joints with eventual seepage into a base material. Types of pervious pavement
30 include porous asphalt and concrete, plastic or concrete grid systems with gravel-filled
31 voids, and grass pavers/turf blocks.

32 Pervious pavement is required for parking as required in Section 10-7.545. Credit toward
33 landscaping and stormwater treatment requirements are as follows:

34 a) **Grass pavers/turf blocks.** Landscape credit for grass pavers/turf blocks shall be
35 provided at a ratio of 1:1 toward the landscape area requirement in Section 10-4.344
36 after all other landscaping requirements, including interior landscaping requirements,
37 have been met.

38 b) **For calculating the treatment volume required for pervious pavements and graveled**
39 areas, initially such surfaces shall be assumed to be 100 percent impervious, then

1 deductions in the required treatment volume for such areas can be taken that is
2 equivalent to:

3 (i) The porosity of the pavement material times the thickness of the paving material
4 times a safety factor of five-tenths.

5 (ii) If, and only if, the soils immediately underlying the pavement for a depth of 18
6 inches have a permeability of three inches per hour or greater, as demonstrated by
7 onsite percolation tests, then a further deduction can be taken equivalent to the
8 porosity of the soil strata times four inches times a safety factor of five-tenths.

9 (iii)The above deductions will be allowed provided that the applicant specifically
10 commits, in his Stormwater Operating Permit, to regularly sweep/vacuum the area
11 covered with pervious pavement and to verify the pavement's percolation capacity
12 when the operating permit is renewed.

13
14 (5) **Green roofs.** A green roof is a roof of a building that is partially or completely covered
15 with vegetation and a growing medium, planted over a waterproofing membrane. The
16 purpose of a green roof is to absorb and treat rainwater, provide insulation, create habitat
17 for wildlife and mitigate the heat island effect. Landscape credit for the Green roof area
18 shall be provided at a ratio of 1:1 toward the landscape area requirement in Section 10-
19 4.344 after all other landscaping requirements, including interior landscaping
20 requirements, have been met. Credit toward the water quality treatment requirements
21 will be calculated on a case by case basis using acceptable engineering practices.

22
23 (6) **Stormwater reuse.** Reuse of stormwater for irrigation of landscaping and natural areas
24 can assist in retaining stormwater runoff onsite. In all areas where retention is not
25 required and recovery cannot be met solely by percolation, reductions to the treatment
26 volume will be given for irrigation of stormwater on a case by case basis. The treatment
27 volume for the areas draining to the stormwater pond must still meet the minimum state
28 water quality treatment standards.

29
30 (7) **Redevelopment.** Water quality treatment requirements will be reduced by 50% for all
31 areas redeveloped with LID type treatment. The treatment volume for these areas must
32 still meet the minimum state water quality treatment standards. This provision does not
33 apply to the Bradfordville Study area.

34 All LID alternatives must include provisions for maintenance and enforcement to ensure that the
35 original design remains intact and continues to provide the benefits originally designed. Final
36 credits for water quality treatment must be reviewed and approved by the County Administrator
37 or designee. The County Administrator or designee will provide clarification and/or
38 interpretation of requirements in this section if multiple interpretations become the source of
39 conflict.

1 **SECTION 2: Section 10-7.545 of the Code of Laws of Leon County, Florida, is hereby**
2 **amended as follows:**

3 **Sec. 10-7.545. - Number of off-street parking spaces.**

4 The standard number of off-street parking spaces required for specific land uses is established in
5 schedule 6-2, below. The actual number of parking spaces provided in association with any
6 proposed use may, at the developer's discretion, be equivalent to a range of number of parking
7 spaces based upon the zoning district in which the development is located, pursuant to the
8 following table:
9

| Zoning District | Allowed Number of Parking Spaces |
|--|--|
| R, UF, LTRUF, RC, WRC, LP, RP, RA, OS, OA-1 | 95% - 105-100% of standard in Schedule 6-2; <u>up to 5% may be allowed over the standard, but shall be of an approved pervious material.</u> |
| R1, R2, R3, R4, R5, OR-1, MH, MRC | 85% - 110-100% of standard in Schedule 6-2; <u>up to 10% may be allowed over the standard, but shall be of an approved pervious material.</u> |
| OR-2, MR-1, C-1, BC-1, BOR, M-1, I, MRCN, NBO | 80% - 115-100% of standard in Schedule 6-2; <u>up to 15% may be allowed over the standard, but shall be of an approved pervious material.</u> |
| AC, BC-2, BCS, OR-3, CM, C-2, CP, IC, UP-1, UP-2 | 75% - 115-100% of standard in Schedule 6-2; <u>up to 15% may be allowed over the standard, but shall be of an approved pervious material.</u> |
| DRI, PUD | Development-specific schedule to be included in approved development application. |

10

11 Any deviation from the range of required parking established within the table above, would
12 require approval or approval with conditions by the parking standards committee.

13 Surface parking areas in excess of the ~~requirements~~ standard identified in Schedule 6-2 of this
14 division shall be of an approved pervious material, unless determined that pervious material
15 would be more damaging to the environment or would not comply with accessibility
16 requirements.

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SCHEDULE 6-2
Required Parking Spaces

| | Use | Min. Off-Street Parking Requirement | Ratio of Full Size to Compact Parking Spaces (Full/Compact) | Required Bicycle Spaces | Notes |
|--------------------|--|---|---|---------------------------------|--|
| RESIDENTIAL | | | | | |
| 1. | Conventional detached | 1,2 and 3 bedrooms: 2 <u>1.5</u> spaces/unit* ** 4 bedrooms: 3 <u>2</u> spaces/unit* ** | 100/0 | 0 | * If on-street parking is not permitted or is restricted on the unit's street frontage, then 1 visitor parking space shall be required. The visitor space shall be located not more than 100 feet from the unit's street frontage. ** Resident parking spaces may be tandem. |
| 2. | Cluster/multifamily development: -Resident parking* -Visitor parking** | <u>1</u> Studio/bedroom: 1 space/unit 1 bedroom: 1.5 spaces/unit 2,3 or more bedrooms: 2.0 <u>1.5</u> spaces/unit 0.5 space/unit | 100/0 50/50 | 0.10 per required parking space | * Resident parking spaces may be tandem. ** On-street parking provided in accordance with the dimensions required for parallel spaces may count toward visitor parking requirements. These spaces must be located within the maximum distances specified in Section 10-1028(d)(2)-7.544(d)(2). |
| 3. | Housing for the elderly | To be determined by the parking standards committee* | | | * Developer shall submit a parking study. |
| 4. | Mobile home parks: -Resident parking* -Visitor parking** | 2 <u>1.5</u> spaces/unit 0.25 spaces/unit | 100/0 50/50 | 0 | * Resident parking spaces may be tandem. ** On-street parking provided in accordance with the dimensions required for parallel spaces may count toward fulfilling visitor parking requirements. These spaces must be located within the maximum distances specified in Section 10-1028(d)(2)-7.544(d)(2). |
| COMMERCIAL | | | | | |
| 5. | Uses located in commercial shopping centers | 1 space/ 250 <u>350</u> square feet or <u>of</u> gross floor area | 75/25 <u>70/30</u> | 0.10 per required parking space | |

| | Use | Min. Off-Street Parking Requirement | Ratio of Full Size to Compact Parking Spaces (Full/Compact) | Required Bicycle Spaces | Notes |
|------------------------------|---|--|---|--|--|
| 6. | Auto repair/service station | 1 space/300 square feet of gross floor area <u>2 per service bay plus 1 per 2,000 square feet of gross floor area</u> | 75/25 <u>70/30</u> | 0 | |
| 7. | Auto sales | 1 space/400 square feet of gross floor area* | 75/25 <u>70/30</u> | 0 | * <u>Areas for vehicle display shall utilize pervious material to the greatest extent possible.</u> |
| 8. | Auto service station | 2 spaces plus 4 for each service bay | 75/25 | 0 | |
| 9. | Auto washing | 2 spaces <u>1 space/washing stall</u> | 75/25 <u>70/30</u> | 0 | |
| 10. <u>9.</u> | Barbershops or beauty parlors | 1 space/ 150 <u>250</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 11. <u>10.</u> | Bank, savings and loan | 1 space/ 250 <u>400</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 12. <u>11.</u> | Hotel, motel | 1 <u>.75</u> space per unit | 75/25 <u>70/30</u> | 0 | |
| 13. <u>12.</u> | Lumberyards, nurseries | 1 space/ 250 <u>350</u> square feet of gross floor area for retail sales plus 1 space/2,000 square feet of outdoor area devoted to displays and storage | 75/25 <u>70/30</u> | 2 | |
| 14. <u>13.</u> | Offices: -Administrative business and professional - Government | 1 space/ 300 <u>350</u> square feet of gross floor area* ** 1 space/ 300 <u>350</u> square feet of gross floor area* ** | 50/50 50/50 | 0.10 per required parking space 0.05 per required parking space | * For on-site parking facilities containing 1,000 or more parking spaces, the parking requirement shall be 1 space per 500 square feet of gross floor area for parking spaces required in excess of 1,000. ** For an office building of 6 or more stories in height and which contains less than 250,000 square feet of gross floor area of office uses, the parking requirement shall be 1 space per 300 square feet of gross floor area. |

| | Use | Min. Off-Street Parking Requirement | Ratio of Full Size to Compact Parking Spaces (Full/Compact) | Required Bicycle Spaces | Notes |
|------------------------------|--|--|--|--|---|
| 15. <u>14.</u> | Restaurants: -All restaurants except fast food -Fast food restaurant | 1 space/ 125 <u>200</u> gross square feet of floor area up to 6,000 gross square feet plus 1 space/ 75 <u>150</u> gross square feet of floor area over 6,000 square feet 1 space/ 300 <u>350</u> square feet of gross floor area | 75/25 <u>70/30</u> 75/25 <u>70/30</u> | 0.10 per required parking space 0.25 per required parking space | |
| 16. <u>15.</u> | Retail, general (i.e. department stores, markets, etc.) | 1 space/ 250 <u>350</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 17. <u>16.</u> | Retail, furniture and appliance | 1 space/1000 square feet of gross floor area | 75/25 <u>70/30</u> | 0.05 per required parking area | |
| 18. <u>17.</u> | Elementary and junior high schools | <u>2</u> 1.5 spaces/classroom | 75/25 <u>70/30</u> | 5.00 per required parking space* | * Bicycle spaces for teachers and visitors should be separate from spaces for students. |
| 19. <u>18.</u> | Senior high schools | 4 <u>3.25</u> spaces/classroom | 75/25 <u>70/30</u> | 1.00 <u>2.50</u> per required parking space | |
| 20. <u>19.</u> | Colleges | 4 <u>3.25</u> spaces/classroom | 75/25 <u>70/30</u> | 0.50 <u>3.00</u> per required parking space | |
| 21. <u>20.</u> | Convenience food stores | 1 space/ 250 <u>300</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| HEALTH SERVICES | | | | | |
| 22. <u>21.</u> | Convalescent and nursing homes | 1 space/4 beds | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 23. <u>22.</u> | Medical and dental offices and clinics, veterinary hospitals and clinics | 1 space/ 200 <u>250</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.5 per required parking space | |

| | Use | Min. Off-Street Parking Requirement | Ratio of Full Size to Compact Parking Spaces (Full/Compact) | Required Bicycle Spaces | Notes |
|-------------------------------------|--------------------------------|---|---|---------------------------------|-------|
| INDUSTRIAL USES | | | | | |
| 24. <u>23.</u> | Manufacturing | 1 space/750 square feet of gross floor area devoted to manufacturing for the first 20,000 square feet plus the required parking for area devoted to other uses; 1 space/2,000 square feet for the second 20,000 square feet. 1 space/4,000 square feet for floor area in excess of 40,000 square feet | 50/50 | 0.10 per required parking space | |
| 25. <u>24.</u> | Warehouse | 1 space/1,000 square feet of gross floor area for the first 20,000 square feet devoted to warehousing plus the required footage devoted to other uses. 1 space/2,000 square feet for the second 20,000 square feet. 1 space/4,000 square feet for floor area in excess of 40,000 square feet | 50/50 | .05 per required parking space | |
| 26. <u>25.</u> | Reserved | | | | |
| ENTERTAINMENT AND RECREATION | | | | | |
| 27. <u>26.</u> | Arcades, games | 1 space/ 200 <u>300</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.20 per required parking space | |
| 28. <u>27.</u> | Bowling alleys, billiard halls | 4 3 spaces/alley plus 2 <u>1.5</u> for each billiard table plus required parking for other uses on the site | 75/25 <u>70/30</u> | 0.20 per required parking space | |
| 29. <u>28.</u> | Commercial stables | 1 space/5 stalls boarded on the site | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 30. <u>29.</u> | Driving range (golf) | 1 space/tee plus required parking for any other uses on the site | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 31. <u>30.</u> | Golf course (regulation) | 6 <u>5</u> spaces/hole plus required parking for any other uses on the site | 75/25 <u>70/30</u> | 0.10 per required parking space | |

| | Use | Min. Off-Street Parking Requirement | Ratio of Full Size to Compact Parking Spaces (Full/Compact) | Required Bicycle Spaces | Notes |
|------------------------------|--|---|---|---------------------------------|---|
| 32. <u>31.</u> | Miniature golf | 1 space/3 holes plus required parking for any other uses on the site | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 33. <u>32.</u> | Parks (public or private) | To be determined by the parking standards committee* | 75/25 <u>70/30</u> | | * Developer must submit a parking study. |
| 34. <u>33.</u> | Skating rinks | 1 space/ 200 <u>300</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.25 per required parking space | |
| 35. <u>34.</u> | Tennis, handball and racquetball facilities | 2 spaces/court plus required parking for additional uses on the site | 75/25 <u>70/30</u> | 0.25 per required parking space | |
| 36. <u>35.</u> | Health club | 1 space/ 150 <u>200</u> square feet of gross floor area* | 75/25 <u>70/30</u> | 0.25 per required parking space | * Swimming pool shall be counted as floor area. |
| 37. <u>36.</u> | Theaters, movies: - Single screen -Multiscreen | 1 space/4 seats 1 space/4 seats | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| MISCELLANEOUS | | | | | |
| 38. <u>37.</u> | Auditoriums | 1 space/ 100 <u>200</u> square feet of gross floor area | 75/25 <u>70/30</u> | 0.10 per required parking space | |
| 39. <u>38.</u> | Churches and other spaces of public assembly | 1 space/ 100 <u>200</u> square feet of chapel, sanctuary or assembly area* | 75/25 <u>70/30</u> | 0.10 per required parking space | * May be all pervious material unless determined by parking standards committee to require impervious parking |
| 40. <u>39.</u> | Day care, preschools, nursery schools | 1 space/ 250 <u>300</u> square feet of gross floor area, if adequate drop-off facilities are provided* | 75/25 <u>70/30</u> | 0.10 per required parking space | * Drop-off facilities must be designed to accommodate a continuous flow of passenger vehicles to load and unload children safely. The adequacy of drop-off facilities shall be determined by the transportation engineer based on standard traffic safety principles. |

| | Use | Min. Off-Street Parking Requirement | Ratio of Full Size to Compact Parking Spaces (Full/Compact) | Required Bicycle Spaces | Notes |
|------------|------------|--|---|---------------------------------|--|
| 41- 40. | Model home | 2 spaces/model home plus 1 space/salesperson * ** | 100/0 | 0 | * Salesperson space may be a vacant garage space in the model home. ** On-street parking adjacent to the site frontage may count toward fulfilling required parking if doing so does not produce a shortage or residential parking or obstruct traffic. |
| 42- 41. | Utilities | To be determined by the parking standards committee* | | | *Developer must submit a parking study. |
| 43- 42. | Libraries | To be determined by the parking standards committee* | <u>75/25</u> <u>70/30</u> | 0.20 per required parking space | * Developer must submit a parking study. |

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(b) For any use not listed in schedule 6-2, the county administrator or designee, upon review of the proposed use, shall specify the required number of loading spaces to be provided, using generally accepted traffic engineering practices and standards.
(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-03, § 21, 1-29-08)

SECTION 3: Section 10-7.546 of the Code of Laws of Leon County, Florida, is hereby amended as follows:

Sec. 10-7.546. - Off-street parking space standards.

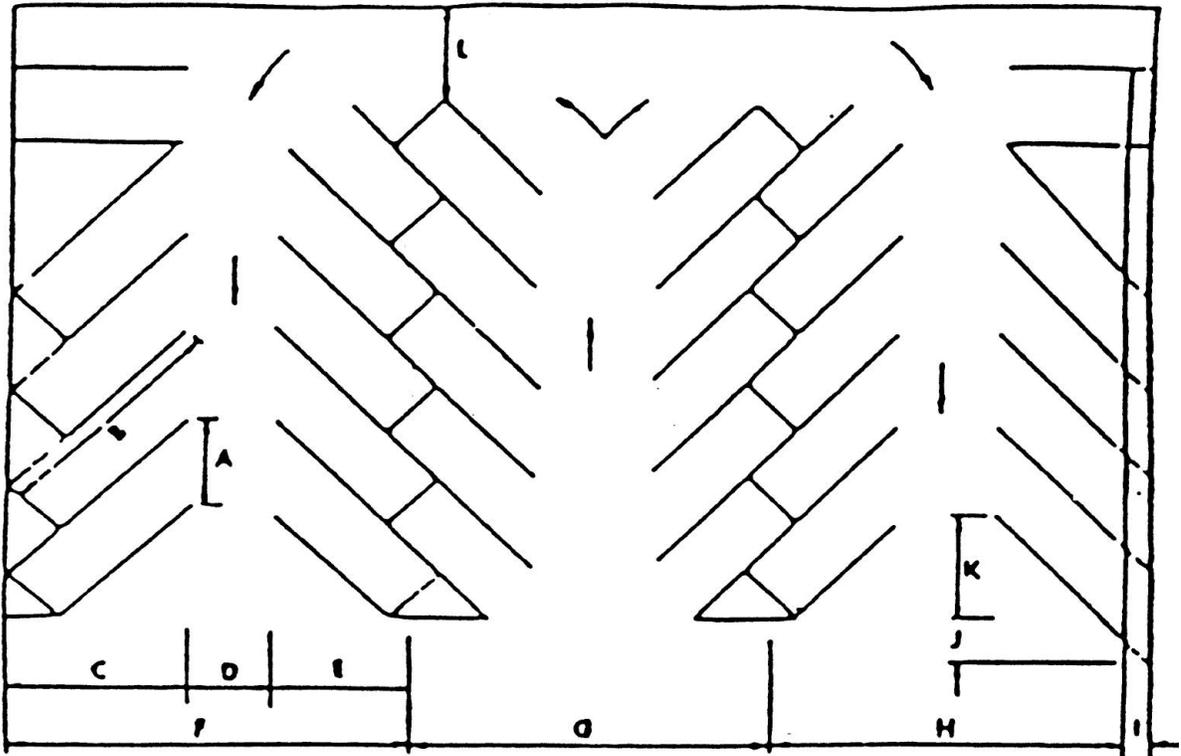
Regular car parking. The minimum dimensions for required off-street spaces shall be as depicted in schedule 6-3 and schedule 6-4 below:

SCHEDULE 6-3
REGULAR CAR PARKING

| Dimension | Schedule 6-4 | 0 Deg | 45 Deg | 60 Deg | 75 Deg | 90 Deg |
|---------------------------------|--------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Stall width, parallel to aisle | A | 9.0 <u>8.5</u> | 42.7 <u>12.2</u> | 40.4 <u>9.9</u> | 9.3 <u>8.8</u> | 9.0 <u>8.5</u> |
| Stall length of line | B | 24.0 <u>23.5</u> | 24.5 <u>24.0</u> | 21.4 <u>20.9</u> | 49.5 <u>19.0</u> | 48.0 <u>17.5</u> |
| Stall depth to wall | C | 9.0 <u>8.5</u> | 47.0 <u>16.5</u> | 48.5 <u>18.0</u> | 49.0 <u>18.5</u> | 48.0 <u>17.5</u> |
| Aisle width between stall lanes | D | 12.0 | 12.0 | 16.0 | 22.0 | 24.0 |
| Stall depth, interlock | E | 9.0 <u>8.5</u> | 44.8 <u>14.3</u> | 47.0 <u>16.5</u> | 48.3 <u>17.8</u> | 48.0 <u>17.5</u> |
| Module, wall to interlock | F | 30.0 | 43.8 | 51.5 | 59.3 | 60.0 |
| Module, interlocking | G | 30.0 | 41.6 | 50.0 | 58.6 | 60.0 |
| Module, interlock to curb face | H | 30.0 | 41.8 | 49.4 | 56.9 | 58.0 |
| Bumper overhang (typical) | I | 0.0 | 1.5 | 1.8 | 2.0 | 2.0 |
| Offset | J | - | 6.3 | 2.7 | 0.5 | 0.0 |
| Setback | K | 24.0 | 11.0 | 8.3 | 5.0 | 0.0 |
| Cross aisle, one-way | L | 18.0 | 18.0 | 18.0 | 18.0 | 18.0 |
| Cross aisle, two-way | - | 24.0 | 24.0 | 24.0 | 24.0 | 24.0 |

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Regular Car Off-Street Parking Stall Layout
Diagram 6-4



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4 (b) *Compact car parking.* Parking for compact cars may be provided for up to ~~25~~ 30 percent
5 of the required parking, according to the following conditions:

- 6 (1) Compact car parking may be provided only for parking areas that have ten or
7 more spaces.
- 8 (2) For 90-degree compact parking, the minimum stall width shall be eight feet and
9 the minimum stall length shall be ~~16~~ 15.5 feet. There need be no provision for
10 bumper overhang for compact parking.
- 11 (3) Compact parking spaces must be designated as being for the exclusive use of
12 compact cars through the use of signs or pavement marking.
- 13 (4) The overall design of a parking lot incorporating spaces for compact cars must be
14 reviewed and approved by the county administrator or designee.
- 15 (5) The parking layout dimensions (in feet) for ~~eight~~ seven and one-half foot
16 compact parking stalls at various angles are shown below in schedule 6-5.

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SCHEDULE 6-5

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COMPACT CAR PARKING

| Dimension | Schedule 6-4 | 0 Deg | 45 Deg | 60 Deg | 75 Deg | 90 Deg |
|---------------------------------|--------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Stall width, parallel to aisle | A | 8-0 <u>7.5</u> | 41-3 <u>10.8</u> | 9-2 <u>8.7</u> | 8-3 <u>7.8</u> | 8-0 <u>7.5</u> |
| Stall length of line | B | 22-0 <u>21.5</u> | 24-0 <u>23.5</u> | 20-5 <u>19.5</u> | 18-2 <u>17.7</u> | 16-0 <u>15.5</u> |
| Stall depth to wall | C | 8-0 <u>7.5</u> | 47-0 <u>16.5</u> | 47-8 <u>17.3</u> | 47-6 <u>17.1</u> | 46-0 <u>15.5</u> |
| Aisle width between stall lanes | D | 12.0 | 12.0 | 16.0 | 22.0 | 24.0 |
| Stall depth, interlock | E | 8-0 <u>7.5</u> | 41-7 <u>11.2</u> | 44-3 <u>13.8</u> | 46-0 <u>15.5</u> | 46-0 <u>15.5</u> |
| Module, wall to interlock | F | 28.0 | 43.2 | 48.1 | 53.3 | 56.0 |
| Module, interlocking | G | 28.0 | 43.2 | 48.1 | 53.3 | 56.0 |
| Module, interlock to curb face | H | 28.0 | 43.2 | 48.1 | 53.3 | 56.0 |
| Bumper overhang (typical) | I | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Offset | J | 0.0 | 5.7 | 2.3 | 0.6 | 0.0 |
| Setback | K | 22.0 | 11.3 | 8.0 | 4.1 | 0.0 |
| Cross aisle, one-way | L | 18.0 | 18.0 | 18.0 | 18.0 | 18.0 |
| Cross aisle, two-way | - | 24.0 | 24.0 | 24.0 | 24.0 | 24.0 |

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3

(c) *Parking for handicapped persons.* Any parking area to be used by the general public shall provide suitable, marked parking spaces for handicapped persons. The number, design, and location of these spaces shall be consistent with the requirements of F.S. §§ 316.1955 and 316.1956, or succeeding provisions. No parking space required for the handicapped shall be counted as a parking space in determining compliance with section 10-7.545, but optional spaces for the handicapped shall be counted. All spaces for the handicapped shall be paved.

10

(d) *Parking surfaces.* Except for single-family and two-family dwellings and agricultural uses, every off-street parking area shall be surfaced with a material that provides a durable and dust-free surface, as approved by the county administrator or designee, upon consultation with appropriate representatives of the public works department. However, parking for seasonal uses and portions of off-street parking lots not used on a regular basis may be exempted from the paving requirements above. Determination of the granting of exemptions shall be made by the parking standards committee.

17

(e) *Miscellaneous.* When determination of the number of off-street spaces required by this article results in a fractional space, the fraction of one-half or less may be disregarded, and a fraction in excess of one-half shall be counted as one parking space. In stadiums, sports arenas, churches and other places of assembly in which those in attendance occupy benches, pews or other similar seating facilities, and/or which contains an open assembly area, the occupancy shall be based on the maximum occupancy rating given the building by the fire marshal. Gross floor area shall be the sum of the gross horizontal area of all floors of a building measured from the exterior faces of the exterior walls.

25

(Ord. No. 07-20, § 2, 7-10-07)

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27

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this

28

1 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
2 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
3 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.
4

5 **SECTION 5.** Severability. If any section, subsection, sentence, clause, phrase or portion of this
6 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
7 such portion shall be deemed a separate, distinct, and independent provision and such holding
8 shall not affect the validity of the remaining portions of this Ordinance.
9

10 **SECTION 6.** Effective date. This ordinance shall be effective according to law.
11

12 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,
13 Florida, this ____ day of _____, 2013.
14

15
16 LEON COUNTY, FLORIDA
17

18 BY: _____
19 KRISTIN DOZIER, CHAIRMAN
20 BOARD OF COUNTY COMMISSIONERS
21

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23
24 ATTEST:
25 BOB INZER, CLERK OF THE COURT
26 LEON COUNTY, FLORIDA
27

28 BY: _____
29

30
31 APPROVED AS TO FORM:
32 LEON COUNTY ATTORNEY'S OFFICE
33

34 BY: _____
35 HERBERT W.A. THIELE, ESQ.
36 COUNTY ATTORNEY
37

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

March 12, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Proposed Low-Impact Development Standards and Incentives

| | |
|--|---|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Tony Park, P.E., Public Works and Community Development David McDevitt, Director, Development Support & Environmental Management |
| Lead Staff/ Project Team: | John Kraynak, P.E., Director, Environmental Services Division Ryan Culpepper, Director, Development Services Division |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the proposed low-impact development standards and incentives and direct staff to draft an Ordinance to implement standards and incentives.

Title: Approval of Proposed Low-Impact Development Standards and Incentives
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Report and Discussion

Background:

Low impact development (LID) can be defined as a comprehensive land planning and engineering design approach with a goal of maintaining and enhancing the predevelopment hydrologic conditions of developing watersheds. LID is a manner of land development that seeks to mimic predevelopment hydrology to protect watercourses, habitat, baseflow and groundwater recharge. It also protects water quality by minimizing the pollutant loading to our surface waters from developed areas. Additionally, LID-based stormwater mitigation applications will reduce the need for large and oftentimes aesthetically unpleasing stormwater management facilities that require fencing and landscaping due to unsafe side slopes.

Stormwater runoff occurs when rain falls at a rate that is more than the surface can absorb, allowing excess water flow into our streams and lakes. Undeveloped and undisturbed land typically has the ability to absorb small, frequent storms and a substantial portion of the larger storms before runoff occurs. After development, extra runoff is generated when impervious area is added to the property. Designing a development in a manner that generates excess stormwater runoff has caused several undesirable effects, such as: 1) the basin loses more water after development because impervious area blocks the soil from absorbing water; 2) pollutants flow across impervious surfaces and wash into our surface waters; and, 3) watercourses become eroded and scoured from increased flow rates and volumes. In addition, traditional stormwater management infrastructure includes unsightly pipes, outfalls, concrete channels and fenced “square boxed” ponds.

This item is essential to the following FY 2012 & FY 2013 Strategic Initiative that the Board approved at the January 29, 2013 meeting:

- “Integrate low impact development practices into the development review process.”

This particular Strategic Initiative aligns with the Board’s Strategic Priorities – Environment.

- “Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution.” (EN1)

and

- “Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns.” (EN2)

Analysis:

The basic premise of LID is to decentralize stormwater treatment by reducing runoff and designing infiltration techniques before the runoff reaches the stormwater pond. Developed land must look and function differently than traditional development to protect and restore water resources and mimic predevelopment hydrology.

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Some design elements that are barriers to water resource protection are:

- Elevated landscape islands in commercial parking areas;
- Curbs that prevent runoff from flowing off a street or parking lot onto landscape areas;
- Roof drains directly connected to an underground storm sewer system;
- Tightly manicured lawns with no natural areas; and
- Minimum parking requirements that create large, impervious parking areas with vacant spaces much of the time.

LID provides many environmental and economic benefits as follows:

- Improved water quality – Stormwater runoff collects pollutants such as oil, bacteria, sediments, metals, hydrocarbons, and nutrients from impervious surfaces and discharge these to our streams, rivers, and lakes. Utilizing LID design solutions will reduce pollutant-laden stormwater reaching our surface waters and groundwater. Improved water quality increases property values and lowers the potential cost of clean-up to the taxpayers. LID would be one of many tools used in the Basin Management Action Plan (BMAP) process for meeting total maximum daily loads (TMDLs) for Lake Lafayette and anticipated for Lake Munson.
- Reduces costly flooding events – Ditches and drains are designed to deliver runoff to our waterways, but can rapidly flood when large volumes of stormwater enter these conveyances. Implementing LID practices would reduce the volume and speed of stormwater runoff, thus decreasing flooding and property damage.
- Restored aquatic habitat – Rapidly moving stormwater erodes stream banks and scours stream channels, obliterating habitat for fish and other aquatic life. Using LID practices would reduce the amount of stormwater reaching a surface water system and help maintain natural stream channel functions and habitat.
- Improved groundwater recharge – Runoff that is quickly discharged through ditches and drains into surface waters cannot infiltrate into the ground. LID practices retain more rainfall on-site, allowing it to enter the ground and be filtered by soil as it seeps down to the water table. This can reduce pollutants reaching Wakulla Springs by preventing transfer of pollutants to our sinks and rapid infiltration stormwater ponds located below the Cody Scarp.
- Enhanced neighborhood aesthetics – Traditional stormwater management infrastructure includes unsightly pipes, outfalls, concrete channels and fenced ponds. Using LID broadly can increase property values and enhance communities by making them more beautiful, sustainable and wildlife friendly.
- Mitigate the “heat island effect” – When implemented broadly, LID can also mitigate the urban “heat island effect” by infiltrating water running off hot pavements by utilizing shading and minimizing impervious surfaces.

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Staff seeks Board direction to proceed with the development of LID standards and incentives. If approved, staff will focus on the following LID concepts and associated design solutions:

1. **Bioswales/Inverted landscape islands.** Current landscape islands are primarily required for aesthetics and shading of parking. By simply inverting the islands, many benefits are realized (Attachment #1). The runoff is treated using vegetation and biological organisms while the volume of runoff is reduced before discharging to the stormwater pond. This also increases infiltration and groundwater recharge, and can add to the aesthetics and improve biodiversity, as well as reduce the size of the onsite stormwater pond. Staff intends to incentivize this concept by increasing the landscape credit for implementation of this type of stormwater treatment-based landscape island.
2. **Minimize directly connected impervious areas.** Most residential development collects road and roof runoff in street inlets, which are then hard-piped directly to a centralized stormwater treatment pond. By eliminating the pipes and replacing them with roadside swales, or even capturing sidewalk drainage before it enters the piped conveyance system, significant water quality benefits can be achieved (Attachment #2). Most of the runoff from small storm events would percolate in the swales and never reach the stormwater pond, versus directly piping the runoff which guarantees that it will reach the stormwater pond. The anticipated reduction in piped volumes would directly result in smaller centralized stormwater ponds. In addition, simply requiring that roof gutter systems discharge across existing yard vegetation can reduce runoff versus piping the gutters to the storm sewers. Staff intends to provide incentives to disconnect these impervious areas.
3. **Promote pervious pavements.** Pervious pavement allows rainwater to percolate through the paving and into the ground, decreasing runoff. This reduces stormwater runoff volumes and minimizes the pollutants introduced into stormwater runoff from parking areas. Additionally, the utilization of pervious driveway and parking surfaces will result in smaller onsite stormwater ponds. Pervious pavement techniques include porous asphalt, pervious concrete, paving stones, and manufactured “grass pavers” made of concrete or plastic (Attachment #3). Pervious pavements may be used for walkways, patios, plazas, driveways, parking stalls and overflow parking areas. The Target store parking lot in Bradfordville is an example of pervious asphalt and the Tallahassee Mall overflow parking contains grass pavers. Staff intends to provide incentives to make this alternative more cost effective.
4. **Utilize natural/planted area on residential lots.** Lawns require watering, mowing, aerating and in most cases, chemicals. Lawns are not as effective at absorbing and retaining water as natural forest leaf litter, native grasses, shrubs, trees and wild flowers. Replacing lawns with native vegetation can reduce stormwater and filter pollutants. An example of this concept is the Madera Subdivision in Gainesville (Attachment #4). When designed and installed correctly, native landscapes require less maintenance and equipment than a traditional lawn. Staff intends to investigate incentives to promote this natural approach to stormwater management.

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5. **Revise the parking standards.** Currently, the Leon County Land Development Code (LDC), specifically Chapter 10, Article VII, Division 5, maintains a list of general land use types and a typical standard for calculating the required minimum off-street parking spaces for each land use type. The required spaces are typically determined by the amount of square footage associated with the proposed land use. The LDC also provides a threshold for the required parking based on the zoning district of the proposed use. This threshold can allow a range of required parking, generally within 10-15% of the required minimum. However, the minimum standard parking requirements are based on standards established more than 25 years ago. Additionally, these standards were designed to accommodate larger vehicles with little focus on the environmental impact of the impervious footprint. With the growing popularity of smaller, more energy efficient vehicles, the concern over stormwater runoff and the decreasing supply of available land for non-residential development, the re-evaluation of minimum parking standards appear to be a logical next step to further the implementation of LID standards.

The current standards require non-residential developments to allocate a large portion of the site to provide parking for the proposed land use. The resulting “sea of parking” can limit the site’s development potential. As a result of the increased area allocated for parking, the resulting stormwater management facilities are increased, further limiting the area allocated for building square footage. The LDC was amended in 2008 to provide flexibility in the minimum required parking by providing a range of parking percentages in each zoning district. This flexibility has been met with mixed results, with several applicants desiring more parking than the typical minimum, while few have elected to provide less than the typical minimum.

A preliminary analysis of other similar-sized jurisdictions indicates that the County’s current parking standards may be excessive. Not only could the parking spaces be reduced, but it appears that the parking dimensions could be revised as well. Many jurisdictions have implemented LID practices in their parking standards by requiring principles such as bio-swales, pervious parking surfaces and an increase in the use of compact car parking. The use of these LID techniques can help reduce the impervious surface footprint, reduce the area associated with stormwater management facilities, enhance the aesthetics of parking areas and provide more flexibility in the design of a proposed development, all while implementing the Board’s Strategic Priority of protecting the environment.

6. **Rain gardens and rain barrels (Attachment #5).** Other LID techniques include rain gardens and rain barrels. A rain garden is a shallow depression planted with suitable trees, shrubs, flowers, and other plants intended to capture and absorb stormwater runoff from impervious areas including roofs, driveways, sidewalks and compacted lawn areas. They can be used as a buffer to capture and absorb runoff from the home landscape before it enters a lake, pond, or river.

Rain barrels and cisterns capture and store rainwater from roofs for future use, reducing stormwater runoff and possibly decreasing irrigation costs. They require limited space and are relatively easy to install, but they must be emptied on a regular basis.

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Both rain gardens and rain barrels are effective LID tools, but must be maintained and managed through the life of the residential structure, which may pose regulatory challenges for monitoring and enforcement. Staff intends to investigate these options further to see if stormwater treatment credits can be provided for their water quality benefits.

7. **Redevelopment Incentives.** Many of the County's older developed sites were constructed with no landscaping and stormwater requirements. Some of these sites are abandoned and/or have been redeveloped. Currently, the LDC provides incentives for redevelopment projects. These incentives include reduced landscape and natural area requirements and credit for impervious area toward stormwater rate control requirements. Staff intends to investigate additional incentives for redevelopment if LID design applications are incorporated into the project. The water quality benefits from LID are important in reducing pollutant loads and may warrant reducing the stormwater treatment volumes. The site plan process may also be expedited to incentivize the incorporation of LID design application during the redevelopment process.

Staff proposes to draft Ordinance language to implement the LID standards and incentives as outlined, and then obtain comments from the Science Advisory Committee, the Development Support & Environmental Management (DSEM) Citizen's User Group, and Planning Commission prior to finalizing the Ordinance for Board consideration. Staff is requesting Board direction to proceed with the process of drafting the LID Ordinance.

Options:

1. Approve the proposed low-impact development standards and incentives and direct staff to draft an Ordinance to implement the standards and incentives.
2. Do not approve the proposed low-impact development standards and incentives and do not direct staff to draft an Ordinance to implement the standards and incentives.
3. Board direction.

Recommendation:

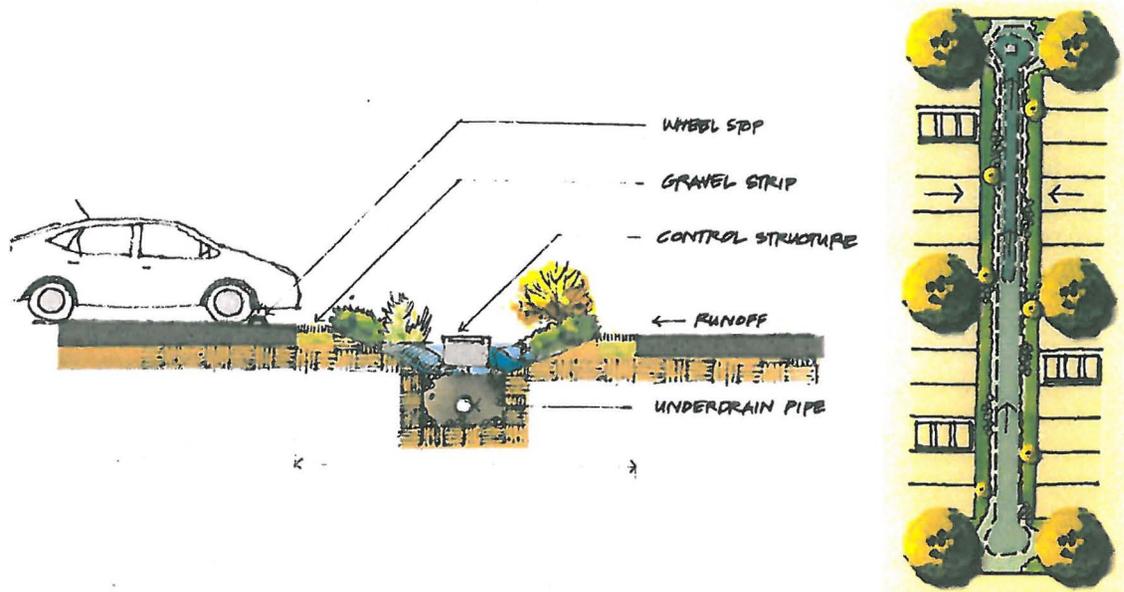
Option #1.

Attachments:

1. Bioswales/inverted landscape Islands
2. Roadside vegetative swales
3. Pervious pavement
4. Natural/planted area
5. Rain gardens and rain barrels

VSL/TP/DM/JK

Bioswales/Vegetated Swales



This bioswale cross section (left) depicts the swale with an underdrain, which may not be necessary in naturally well drained soils. Surface runoff from the adjacent impervious area enters the swale diffusely through an energy reducing gravel strip and then flows through vegetative buffers along the edge of the bioswale. Swales can be designed with swale blocks (dashed lines perpendicular to flow arrows in plat view (right)) if there is a significant slope or by setting the discharge elevation of the control structure higher than the swale bottom if the swale has little relief.

Definition:

A bioswale or vegetated swale is a form of bioretention used to partially treat water quality, attenuate flooding potential and convey stormwater away from critical infrastructure. These systems are linear, with length to width dimensions much greater than the more typical 2:1 applied to bioretention cells.

Objectives:

The function of these open-channel (broad) drainageways is to convey stormwater runoff. They are often used as an alternative to, or an enhancement of, traditional stormwater piping. Bioswales are often integrated into parking lot and road medians and parallel to roadways to infiltrate and treat a portion of the stormwater volume. These systems can often be integrated into existing ditch and swale systems to increase their treatment function. Where soils are well drained, infiltration can also be facilitated in the swale by placing ditch blocks or weirs perpendicular to the flow path, causing small volumes of water to be captured in the swale and allowing more time for infiltration.

Applications

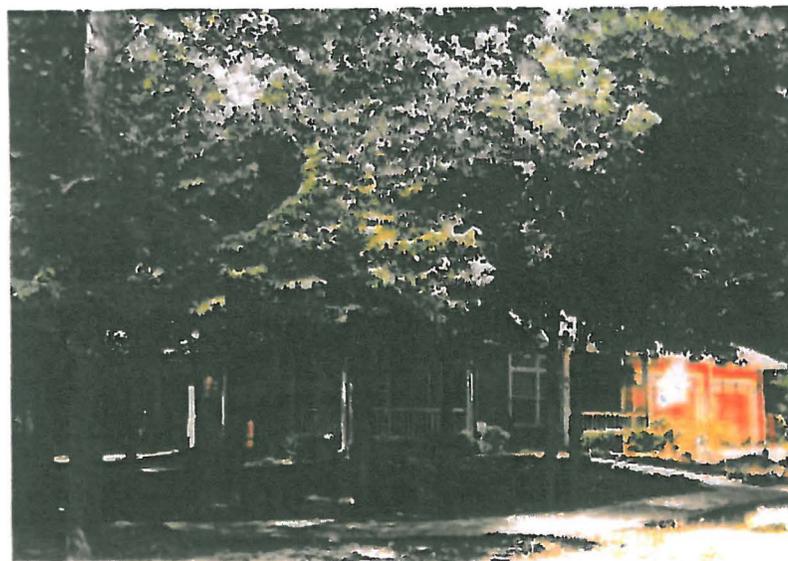
- Parking lot island and medians
- Residential roadside swales
- Highway medians
- Landscape buff

Vegetated Roadside Swales



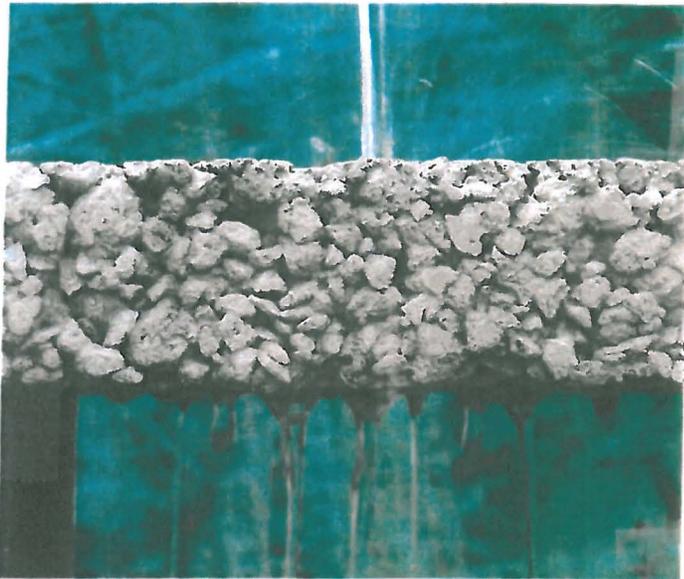
In Seattle's High Point neighborhood, roadside bioswales collect and filter stormwater, create a park-like feel and improve pedestrian safety.

Natural/Planted Area

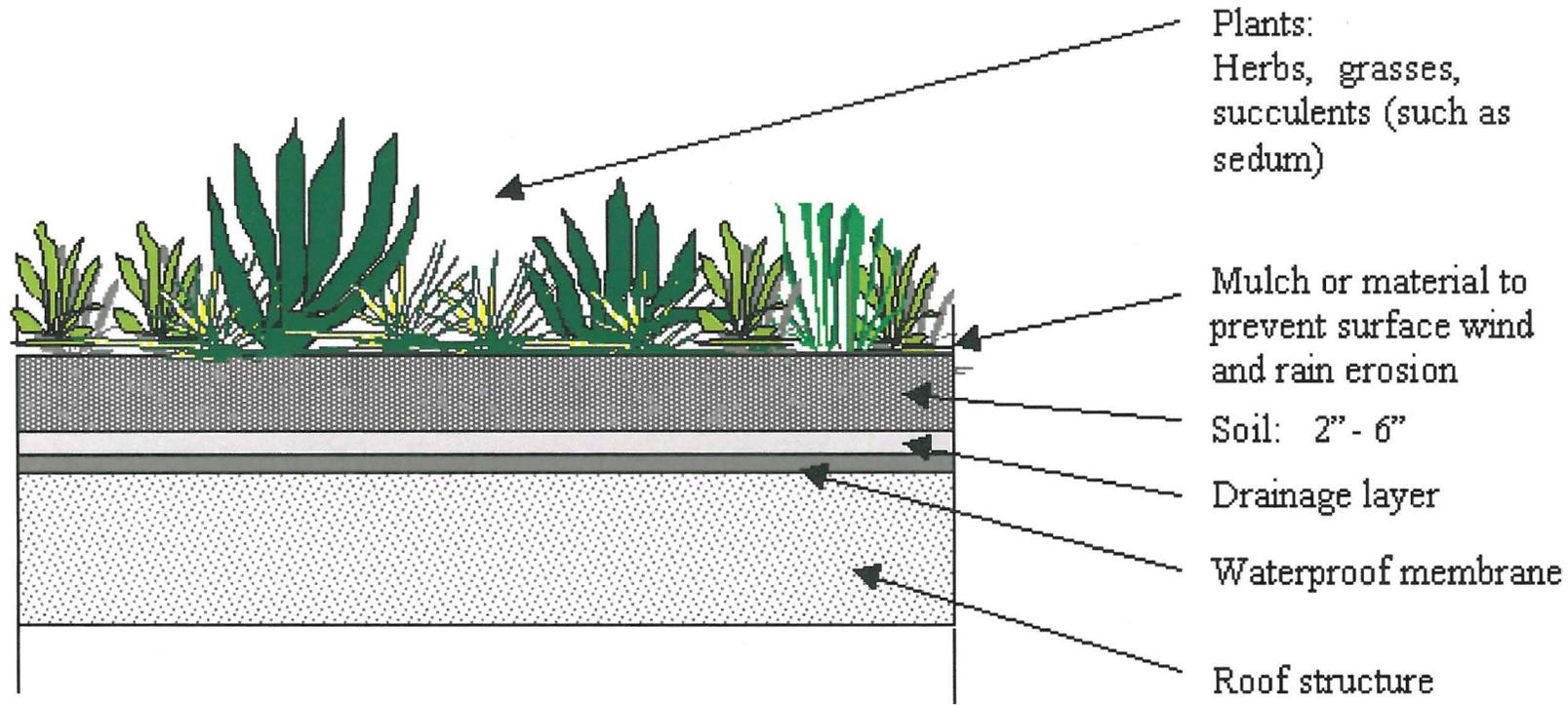




Pervious Pavement

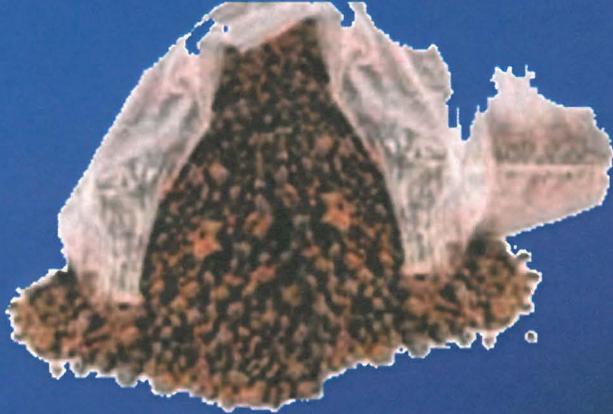


Ecoroof (Green-roof)



Section Not to Scale

Green Roofs



**Leon County
Board of County Commissioners**

Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Joint Participation Agreement with the Florida Department of Transportation for the SR 20 and Geddie Road Traffic Signal Installation and Turn Lane Improvement

| | |
|---|---|
| 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: | Katherine Burke, P.E., Director of Engineering Services |

Fiscal Impact:

This item is associated with a grant. The Florida Department of Transportation (FDOT) will provide up to \$225,000 in funding for design and construction costs related to the traffic signal and turn lane improvements estimated to total \$400,000 to \$500,000. Remaining project costs are budgeted and available in the Intersection and Safety Improvement Capital Improvement Program budget.

Staff Recommendation:

- Option #1: Approve the Joint Participation Agreement with the Florida Department of Transportation for the design and construction of a southbound turn lane and traffic signal at SR 20 and Geddie Road intersection (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the Resolution approving the Joint Participation Agreement as referenced in the Joint Participation Agreement (Attachment #2), and authorize the Chairman to execute.
- Option #3: Approve the Resolution and associated Budget Amendment Request (Attachment #3).

Report and Discussion

Background:

The un-signalized intersection of SR 20 and Geddie Road has had traffic increased to where a traffic signal needs to be considered. Installation of a traffic signal has been a priority of area residents and the County for some time. Detailed traffic studies were completed and based on the traffic analysis, the intersection was deemed to warrant the installation of a signal.

Even though an intersection meets the warrants for installation of a signal, it does not mean one will be approved. In this case, approval was required from FDOT. Staff worked extensively with FDOT to provide the necessary traffic studies and data needed to garner FDOT's approval for installation of a traffic signal, as well as the already approved southbound right-turn lane.

The proposed Joint Participation Agreement (JPA) with the FDOT provides up to \$225,000 in funding for design and construction of the turn lane improvements on Geddie Road, and a traffic signal at the SR 20/Geddie Road intersection.

Analysis:

Intersection safety is a priority of the Board with the continued funding of the Intersection and Safety Improvement CIP. The proposed intersection improvement of a southbound right-turn lane on Geddie Road, a full traffic signal, and possible consolidation of entrances on the south side of SR 20 to make all left turns at a protected traffic signal will significantly increase the safety of this intersection.

The JPA provides the mechanism for funding from FDOT on a reimbursable basis of up to \$225,000 of the design and construction costs related to the traffic signal and southbound right-turn lane. The total project cost is estimated at \$400,000 to \$500,000. The difference is budgeted and will be paid from the Intersection and Safety Improvements Capital Program. Additionally, the FDOT process requires the Board to approve the agreement via a Resolution.

Options:

1. Approve the Joint Participation Agreement and Resolution with the Florida Department of Transportation for the design and construction of a southbound turn lane and traffic signal at SR 20 and Geddie Road intersection (Attachment #1), and authorize the County Administrator to execute.
2. Approve the Resolution approving the Joint Participation Agreement as referenced in the Joint Participation Agreement (Attachment #2), and authorize the Chairman to execute.
3. Approve the Resolution and associated Budget Amendment Request (Attachment #3).
4. Do not approve the Joint Participation Agreement with the Florida Department of Transportation for the design and construction of a southbound turn lane and traffic signal at SR 20 and Geddie Road intersection.
5. Board direction.

Recommendation:

Options #1, #2, and #3.

Title: Approval of the Joint Participation Agreement with the Florida Department of Transportation for the SR 20 and Geddie Road Traffic Signal Installation and Turn Lane Improvement

November 19, 2013

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Attachments:

1. Joint Participation Agreement with the Florida Department of Transportation
2. Resolution approving the Joint Participation Agreement
3. Resolution and associated Budget Amendment Request

**JOINT PARTICIPATION AGREEMENT
BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
AND LEON COUNTY, FLORIDA**

Financial Project Identification Number: 220876-8-52-30

This Agreement ("AGREEMENT") entered into this ____ day of _____, 2013 by and between the State of Florida, Department of Transportation ("DEPARTMENT") and Leon County, Florida, a charter county and political subdivision of the State of Florida ("COUNTY"), with offices located at 2280 Miccosukee Road, Tallahassee, Florida 32308.

RECITALS

1. The DEPARTMENT and COUNTY are desirous of having the COUNTY conduct a comprehensive intersection improvement project at State Road 20 and Geddie Road in Leon County, consisting of a traffic signal installation, turn lane construction, access management modifications, signing, pavement markings, and other miscellaneous improvements, the details of which are described in the attachment marked as "Attachment A" which is attached hereto and made a part hereof;
2. The DEPARTMENT is authorized to enter this AGREEMENT pursuant to Florida Statute 339.12;
3. The State Road 20 and Geddie Road Intersection Improvement Project will be conducted in Leon County and is hereinafter referred to as the PROJECT, and will be subject to the established permitting process administered by the DEPARTMENT'S Local Permits Office located at the Midway Operations Center;
4. The DEPARTMENT is prepared to contribute funds in an amount up to TWO HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$225,000.00) toward the PROJECT for the purposes of design, procurement of specialty equipment, construction, construction engineering and inspection services, project management, and other associated engineering services.

5. Completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the overall intersection improvement project will substantially improve the safety, operation, and efficiency of both State Road 20, as well as Geddie Road. Improvements effected as part of the PROJECT to Geddie Road, which is not on the State Highway System, have been demonstrated by formal engineering analysis and study to be of direct benefit to the State Highway System.
6. The COUNTY by a vote of the Board of County Commissioners (BOCC), on November 19, 2013 has authorized its Chairman to enter into this AGREEMENT (see "Attachment B," BOCC Resolution, and/or copy of minutes of the pertinent Board Meeting Minutes).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT and in compliance with Chapter 334, Florida Statutes, the parties agree to the following:

7. The recitals in Paragraphs 1-6 set forth above are true and correct and are incorporated herein.
8. The COUNTY shall provide all facets of contract administration necessary to complete the PROJECT.
9. The DEPARTMENT agrees to contribute to the COUNTY for costs toward completion of the PROJECT up to the amount of TWO HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$225,000.00). The COUNTY shall administer the PROJECT and remain responsible for the necessity of all funding in excess of the DEPARTMENT'S contribution.
10. The aforesaid contributions by the DEPARTMENT will be available immediately upon final execution of this AGREEMENT and for a period of five years after the final execution of this AGREEMENT. No expenditures incurred by the COUNTY prior to final execution of this AGREEMENT shall be reimbursable by the DEPARTMENT. Reimbursement by the DEPARTMENT will be accomplished as follows: The COUNTY shall submit invoices (3 copies for each invoice) plus supporting documentation required by the DEPARTMENT to the DEPARTMENT'S District Three Traffic Operations Office, 1074 Highway 90,

Chipley, Florida, 32428, for approval, processing and payment. The COUNTY shall prepare and submit required invoices to the DEPARTMENT in a format acceptable to the DEPARTMENT.

11. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 21 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
12. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the DEPARTMENT shall pay to the COUNTY, in addition to the amount of the invoice, interest at a rate as established pursuant to Section 55.03(1) on the unpaid balance from the expiration of such forty (40) day period until such time as the warrant is issued to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of preparation errors by the COUNTY will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
13. The administration of resources awarded by the DEPARTMENT to the recipient may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this AGREEMENT, the recipient agrees to comply and cooperate with any monitoring

procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that

the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this AGREEMENT indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this AGREEMENT shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation, District Three (3)
Attn: Brian Pettis
P.O. Box 607
Chipley, FL 32428

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the DEPARTMENT at each of the following addresses:

Florida Department of Transportation, District Three (3)
Attn: Brian Pettis
P.O. Box 607
Chipley, FL 32428

3. Copies of financial reporting packages required by PART II of this AGREEMENT shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The DEPARTMENT at each of the following addresses

Florida Department of Transportation, District Three (3)
Attn: Brian Pettis
P.O. Box 607
Chipley, FL 32428

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this AGREEMENT shall be submitted by or on behalf of the recipient directly to:

- A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation, District Three (3)
Attn: Brian Pettis
P.O. Box 607
Chipley, FL 32428

5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of Five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT or its designee, CFO, or Auditor General upon request for a period of Five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

14. PROJECT costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the AGREEMENT. Travel expenses are not authorized in this AGREEMENT. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

15. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
16. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding upon the COUNTY and the DEPARTMENT until the PROJECT is completed and appropriate reimbursements are made.
17. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; AND

The COUNTY shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. The DEPARTMENT shall make payment(s) by check payable to the LEON COUNTY, FLORIDA and shall address payment(s) as follows:

Leon County Department of Public Works
Attn: Director of Engineering Services
2280 Miccosukee Road
Tallahassee, Florida 32308

The COUNTY may supply information to the DEPARTMENT in order for payments to be made by Electronic Funds Transfer (EFT).

19. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent

the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

20. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the contractor and subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for the proper audit of costs.
21. The DEPARTMENT may cancel this AGREEMENT for refusal of the parties to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the parties in conjunction with this AGREEMENT and each shall make provisions in its AGREEMENTS with its consultants and sub-consultants to terminate for failure to comply with this provision.
22. The parties warrant that they have not employed or obtained any company or person, other than their bona fide employees, to solicit or secure this AGREEMENT, and they have not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the parties. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
23. To the extent allowed by the Laws of Florida, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission of the COUNTY, its agents, or employees. It is specifically understood and agreed that

this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.

24. This AGREEMENT is governed by and construed in accordance with the Laws of the State of Florida.
25. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
26. 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, supplier, 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, Florida Statutes (2006) CATEGORY TWO for a period of thirty (36) months from the date of being placed on the convicted vendor list.
27. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.

28. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the Following Addresses:

Leon County Department of Public Works
Attn: Director of Engineering Services
2280 Miccosukee Road
Tallahassee, Florida 32308

AND

Florida Department of Transportation
Attn: Brian Pettis
P.O. Box 607
Chipley, FL 32428

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY has caused this Joint Participation Agreement to be executed in its behalf this ____ day of _____, 2013, authorized to enter into and execute same by a vote of the Leon County Board of County Commissioners on the 19th day of November, 2013, as evidenced by attached Resolution, and/or copy of minutes of the pertinent Board Meeting Minutes, and the DEPARTMENT has executed this Joint Participation Agreement through its District Secretary for District III, Florida Department of Transportation, on the date indicated below.

LEON COUNTY, FLORIDA

ATTEST:

By: _____
Vincent S. Long, County Administrator

By: _____

Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST:

JAMES T. BARFIELD, P.E.
DISTRICT THREE SECRETARY

EXECUTIVE SECRETARY (SEAL)

DATE: _____

LEGAL REVIEW

LEON COUNTY ATTORNEY'S OFFICE

Office of the General Counsel (FDOT)

Herbert W. A. Thiele, Esq.
County Attorney

ATTACHMENT "A"

The COUNTY shall conduct a comprehensive intersection improvement project at State Road 20 and Geddie Road in Leon County, consisting of a traffic signal installation, turn lane construction, access management modifications, signing, pavement markings, and other miscellaneous improvements. The work sanctioned by this AGREEMENT shall also allow for the installation of highway lighting to illuminate the intersection should available budget exist to address this secondary work.

The design for the overall project shall be in accordance with the DEPARTMENT'S Plans Preparation Manual, and all work and materials shall be in accordance with DEPARTMENT'S established Standards and Specifications. In addition, the design and construction shall also be in consideration of the Technical Special Provisions that are maintained by the anticipated traffic signal maintaining agent for the COUNTY, namely the City of Tallahassee Public Works Office.

The traffic signal installation head configuration, sequence, and initial timings shall be determined as part of the design phase of the PROJECT, in consideration of input received during the plans review process from the DEPARTMENT and the City of Tallahassee Public Works Office. The traffic signal shall be fully actuated utilizing conventional loop detectors.

It should be noted that the intersection to be signalized falls outside of the DEPARTMENT'S established mast arm policy area which is defined as those corridors and intersections within ten (10) miles of the coastline. Therefore, if the COUNTY chooses, they shall fully fund any cost differential between a span-wire supported signal and a mast arm supported signal.

Turn lane construction on Geddie Road shall be an integral part of the comprehensive intersection improvement project that will be of clear benefit to both the local roadway, as well as the State Highway System. Turn lane construction criteria, storage length, and lane configuration shall be as determined by engineering analysis conducted as part of the overall design effort for the project.

Access management modifications to be conducted as part of the project include investigation and implementation of potential improvements to the multiple driveway connections along the south side of State Road 20 adjacent to the intersection. The potential improvements shall promote the objectives of safety, operation, and efficiency for all roadway users. Investigation and implementation of potential improvements may include coordination with adjacent property owners, reconfiguration, consolidation, delineation, and/or closure of associated driveway connections. Additional access management modifications may include changes to the existing median configuration of State Road 20 in the vicinity of the intersection.

ATTACHMENT "B"

RESOLUTION/MINUTES

for

Financial Project Identification Number: 220876-8-52-30

(Resolution by Leon County Board of County Commissioners,
and/or copy of Leon County Commission Board Meeting Minutes)

EXHIBIT – 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this AGREEMENT should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

| <u>Federal Agency</u> | <u>Catalog of Federal Domestic Assistance (Number & Title)</u> | <u>Amount</u> |
|-----------------------|--|---------------|
|-----------------------|--|---------------|

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

| <u>State Agency</u> | <u>Catalog of State Financial Assistance (Number & Title)</u> | <u>Amount</u> |
|---------------------|---|---------------|
|---------------------|---|---------------|

| | | |
|--------------|-------------------------------------|--------------|
| FDOT 55.023, | State Highway Project Reimbursement | \$225,000.00 |
|--------------|-------------------------------------|--------------|

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

| <u>Federal Agency</u> | <u>Catalog of Federal Domestic Assistance (Number & Title)</u> | <u>Amount</u> |
|-----------------------|--|---------------|
|-----------------------|--|---------------|

Compliance Requirements

- 1.

- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

RESOLUTION: 13-_____

**RESOLUTION APPROVING JOINT PARTICIPATION AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
AND LEON COUNTY, FLORIDA FOR THE
STATE ROAD 20 AND GEDDIE ROAD INTERSECTION IMPROVEMENT PROJECT**

WHEREAS, The State of Florida, Department of Transportation (the “DEPARTMENT”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (the “COUNTY”) are desirous of having the COUNTY conduct a comprehensive intersection improvement project at State Road 20 and Geddie Road in Leon County, consisting of a traffic signal installation, turn lane construction, access management modifications, signing, pavement markings, and other miscellaneous improvements, the details of which are described in the Joint Participation Agreement between the DEPARTMENT and the COUNTY as presented to the Board of County Commissioners of Leon County, Florida at its regular meeting on November 19, 2013 (the “JPA”); and

WHEREAS, the State Road 20 and Geddie Road Intersection Improvement Project (the “PROJECT”) will be conducted in Leon County, and will be subject to the established permitting process administered by the DEPARTMENT’S Local Permits Office located at the Midway Operations Center; and

WHEREAS, the DEPARTMENT is prepared to contribute funds in an amount up to TWO HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$225,000.00) toward the PROJECT for the purposes of design, procurement of specialty equipment, construction, construction engineering and inspection services, project management, and other associated engineering services; and

WHEREAS, completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the overall intersection improvement project will substantially improve the safety, operation, and efficiency of both State Road 20, as well as Geddie Road. Improvements effected as part of the PROJECT to Geddie Road, which is not on the State Highway System, have been demonstrated by formal engineering analysis and study to be of direct benefit to the State Highway System.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 19th day of November, 2013, that the Board hereby approves the JPA and hereby authorizes the Chairman to execute the JPA in a form approved by the County Attorney.

Passed and adopted on this 19th day of November, 2013.

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.
County Attorney

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 19th day of November, 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 #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement of Purchase and Sale Agreement of Mitigation Credits with Westervelt Ecological Services, LLC in the Amount of \$117,800 for the Killearn Lakes Unit 1 Flood Relief Project

| | |
|---|---|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works and Community Development |
| Lead Staff/ Project Team: | Kathy Burke, P.E., Director of Engineering Services |

Fiscal Impact:

This item has a fiscal impact. It has been budgeted and adequate funding is available in the Capital Improvement Program budget.

Staff Recommendation:

Option #1: Approve the Agreement of Purchase and Sale Agreement of Mitigation Credits with Westervelt Ecological Services, LLC in the amount of \$117,800 for the Killearn Lakes Unit 1 flood relief project (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

Killearn Lakes was developed as a sheet flow subdivision in the 1970's. The sheet flow concept was an early attempt at Low Impact Development standards that did not work because it was poorly conceived and not well implemented. Stormwater runoff was intended to flow naturally across the lots to greenways owned by the Killearn Lakes Homeowners Association (KLHOA), without the use of curbs, gutters, pipes, or inlets. These greenways were supposed to function like the interstate system; whereby, they would collect all the local roadway and lot runoff and provide an efficient path to the constructed ponds and lakes within the development.

The lack of a defined channel combined with KLHOA's original prohibition of maintenance by mechanical means (hand work only) rendered the natural flowways incapable of transporting the necessary volume of stormwater through the greenways to the ponds and much flooding has been experienced.

The County, over the years, has built berms, limited curbs, ditches, etc., to try and redirect stormwater from specific lots to address individual lot owners concerns. This band aid approach was not sustainable, and funding was established in the Capital Improvement Program to begin to address, on a holistic/big picture scale, some of the flooding areas within Killearn Lakes Units 1, 2, and 3. The Killearn Lakes Unit 1 project proposes to restore some of the main bottlenecks for flow in the greenways, as well as some limited work within the road right-of-way to better direct the surface runoff to the greenways for transport to the various ponds and lakes. The restoration of the main flowways should alleviate some of the chronic flooding by providing a maintainable channel within the greenways. The KLHOA maintenance agreement was amended to allow for mechanical maintenance; thereby, providing the County the ability to provide maintenance of these channels.

The greenways were designated drainage flowways and were encumbered with drainage easements. The construction plans clearly showed the greenways to be used for stormwater conveyance, but did not provide a typical cross section of the conveyance system. The KLHOA wanted to retain the natural woodland setting, and restricted any maintenance in these greenways to hand work only. This essentially prohibited any meaningful maintenance activity to maintain the flow of water.

Since the greenways were not maintained for stormwater over the decades, any channel silted in, deadfall was not removed and the flowway became relatively stagnant. Some of the areas reverted to wetlands claimed by both the Northwest Florida Management District (NFWFMD) and the United States Army Corps of Engineers (USACE). Due to the linear nature of the greenways, and the need to construct channels for proper flow of stormwater, there was no land in the project area to provide the agency-required mitigation. The areas this Agreement encompasses are for permanent wetland impacts in some of the greenways within Unit 1 (Attachment #2).

It is the regulatory agency's goal to mitigate as close to affected impacts as possible, combined with the boundary. The St. Marks Mitigation Bank area boundary came as far north as Bannerman Road. Killearn Lakes Unit 1 is located just outside this boundary; and, therefore, required special approval for its use. Staff had to work to garner approval from the Florida Department of Environmental Protection (FDEP) to prove the statutory exemptions criteria needed for mitigation outside the bank's boundaries. The FDEP granted this approval and the NFWFMD and the USACE accepted the proposed purchase of mitigation credits as an acceptable means of meeting the permitting requirements.

Once the 1.24 forested mitigation credits are purchased, the County has no further monitoring or responsibility for the success or failure of the wetlands, and has fully met its obligation for mitigation for the Killearn Lakes Unit 1 Flood Relief Project.

Analysis:

In order to proceed with the construction of Phase 1 of the Killearn Lakes Unit 1 Stormwater improvements, the County must offset the NFWFMD and USACE regulatory requirements for wetland impacts through some sort of wetland mitigation. The preference for the agencies is to provide mitigation within the project area. Due to the linear nature of the Unit 1 project, in-project area mitigation was not feasible and the County sought the linear infrastructure exemption allowed in Florida Statutes to utilize the closest mitigation site available.

The proposed purchase of 1.24 forested mitigation credits from the St. Marks Mitigation Bank for \$117,800 is considered the most feasible option for mitigation of wetland impacts for the Killearn Lakes Unit 1 Stormwater Project.

1. Per the NFWFMD and USACE, the proposed channels permanently impact high quality forested wetlands.
2. Due to the linear nature of the greenways, which is the project area, there was no area to provide mitigation within the project site.
3. Due to the quality of the wetlands, and the criteria used by the respective agencies, using existing County-owned lots within Killearn Lakes for conservation provided little "lift" or environmental benefit from this land.
4. Staff and consultants were able to utilize the larger Southbrook Project area and its proposed replanting area in Unit 3 to offset some of the impacts from the Unit 1 project for the NFWFMD, saving \$61,750.
5. The USACE did not allow the credit from the Southbrook Project for mitigation because their permitting criteria for wetlands are different than the NFWFMD. However, the County's consultant was able to score the wetland different, lowering the mitigation credits needed to below that of NFWFMD's, without the accounting for the Southbrook Project.

Once the mitigation credits are purchased, the County's required permit obligations for wetland mitigation are complete. The County has no further liability, maintenance, monitoring or reporting requirements to assure wetland success. Normally, there is a three-to-five-year monitoring requirement with annual reports and success criteria that, if missed, resets the starting clock and extends the expense for compliance well into the future.

Without the purchase of the mitigation credits, there is no other feasible means to offset the wetland impacts. As a result, the majority of proposed flood relief project within Unit 1 would have to be abandoned and the County left to continue its piecemeal efforts to provide flood relief.

Options:

1. Approve the Agreement of Purchase and Sale of Mitigation Credits with Westervelt Ecological Services, LLC in the amount of \$117,800 for the Killearn Lakes Unit 1 flood relief project (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement of Purchase and Sale of Mitigation Credits with Westervelt Ecological Services, LLC in the amount of \$117,800 for the Killearn Lakes Unit 1 flood relief project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Agreement of Purchase and Sale of Mitigation Credits
2. Location Map of Killearn Lakes Unit 1 Phase 1 Project

VSL/TP/KB/ns

AGREEMENT OF PURCHASE AND SALE OF MITIGATION CREDITS

This Agreement of Purchase and Sale of Mitigation Credits ("**Agreement**") is entered into as of _____, 2013 ("**Effective Date**") by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("**Buyer**"), whose address is 301 S. Monroe Street, Tallahassee, FL 32301, and WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company ("**Owner**"), whose address is 2128 Moores Mill Road, Suite B, Auburn, AL 36830.

RECITALS

A. Owner owns certain property located in Wakulla and Jefferson Counties, Florida, which Owner has developed into the St. Marks Mitigation Bank (the "**Bank**").

B. Owner was approved by the United States Army Corps of Engineers ("**USACE**") and the Florida Department of Environmental Protection ("**FDEP**") to offer for sale Forested Mitigation Credits and Herbaceous Mitigation Credits (collectively "**Mitigation Credits**") from the Bank.

C. Buyer is seeking to implement the project described on Exhibit "B" attached hereto (the "**Project**"), which would unavoidably and adversely impact wetlands, and seeks to compensate for the loss of wetlands by purchasing Mitigation Credits from Owner.

D. Buyer desires to purchase from Owner, and Owner desires to sell to Buyer, Mitigation Credits in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Owner hereby agree as follows

ARTICLE 1. PURCHASE AND SALE OF MITIGATION CREDITS

1.01. Purchase and Sale. Owner shall sell to Buyer and Buyer shall purchase from Owner the Mitigation Credits on terms and conditions specified in this Agreement.

1.02. Purchase Price. Owner hereby sells to Buyer and Buyer hereby purchases from Owner a total of One and Twenty-four Hundredths Mitigation Credits (1.24) from Bank for a total purchase price ("**Purchase Price**") of One Hundred Seventeen Thousand Eight Hundred and No/100 Dollars (\$117,800.00). The sale and transfer herein is not intended as a sale or transfer to Buyer of a security, license, lease, easement, or possessory or non-possessory interest in the property or Bank, nor the granting of any interest of the foregoing.

1.03. Payment. The Purchase Price in the amount of One Hundred Seventeen Thousand Eight Hundred and No/100 Dollars (\$117,800.00) shall accompany this Agreement. Checks should be payable to Westervelt Ecological Services LLC. The payment is nonrefundable and is applied to the Purchase Price. Upon verification that Buyer has paid the Purchase Price to Seller, Seller shall deliver to Buyer an executed Bill of Sale similar to that which is attached hereto as Exhibit "A" and notify all appropriate parties of the completed transaction. Further, each party shall pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction.

ARTICLE 2. MISCELLANEOUS

2.01. Limitation on Liability. Notwithstanding any other provision of this Agreement, in no event will Owner or Buyer be liable to the other party for any indirect, special, consequential or incidental damages, or loss of profits or loss of goodwill, regardless of whether Owner or Buyer has been informed of the possibility of such damages or is negligent, and whether or not such damages were reasonably foreseeable.

2.02. Captions. All section captions used in this Agreement are for reference only and shall not be considered in interpreting the provisions of this Agreement.

2.03. Integration. This Agreement contains the entire agreement of Buyer and Owner, superseding any and all prior written or oral agreements between them concerning the subject matter contained herein, and Buyer and Owner hereby release each other from any and all rights, obligations and claims under such prior agreements.

2.04. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Buyer and Owner.

2.05. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

2.06. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A facsimile of a duly executed copy of this Agreement shall be deemed for all purposes as receipt of an originally signed document, and any such copy bearing a facsimile signature shall be binding upon, and enforceable against, the party to be charged thereby.

2.07. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future right to enforce such provision or any other provision hereof.

2.08. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida.

2.09. Construction. Buyer and Owner hereby acknowledge and agree that (a) each party to this Agreement is of equal bargaining strength, (b) each such party has actively participated in the drafting, preparation and negotiation of this Agreement, (c) each such party has consulted or has had the opportunity to consult with such party's own independent counsel, and such other professionals as such party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such party and such party's counsel and advisors have reviewed the Agreement and following such review each party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the drafting party(ies) shall not apply in the interpretation of this Agreement, or any portions hereof or any amendments hereto.

2.10. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by Buyer or Owner to create a relationship of principal and agent, partnership, joint venture or any other association between Buyer and Owner.

IN WITNESS WHEREOF, Buyer and Owner have executed this Agreement as of the date first set forth above.

OWNER:
**WESTERVELT ECOLOGICAL SERVICES
LLC**

By: Michelle O'Neal

Name: Michelle O'Neal

Its: Sales & Marketing Mgr.

BUYER:
LEON COUNTY, FLORIDA

By: _____

Vincent S. Long
Its County Administrator

Approved as to Form:
Leon County Attorney's Office

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

EXHIBIT A TO AGREEMENT OF PURCHASE AND SALE OF MITIGATION CREDITS

BILL OF SALE

For valuable consideration, the receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company (“Owner”), does hereby bargain, sell and transfer to Leon County, Florida (“Buyer”): 1.24 Forested Mitigation Credits from Bank which Owner has preserved in accordance with that certain Agreement of Purchase and Sale of Mitigation Credits entered into by and between Owner and Buyer dated as of _____, 2013 (“Mitigation Purchase Agreement”). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Mitigation Purchase Agreement.

DATED: _____

WESTERVELT ECOLOGICAL SERVICES,
LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

**EXHIBIT B - TO AGREEMENT OF PURCHASE AND SALE OF MITIGATION
CREDITS**

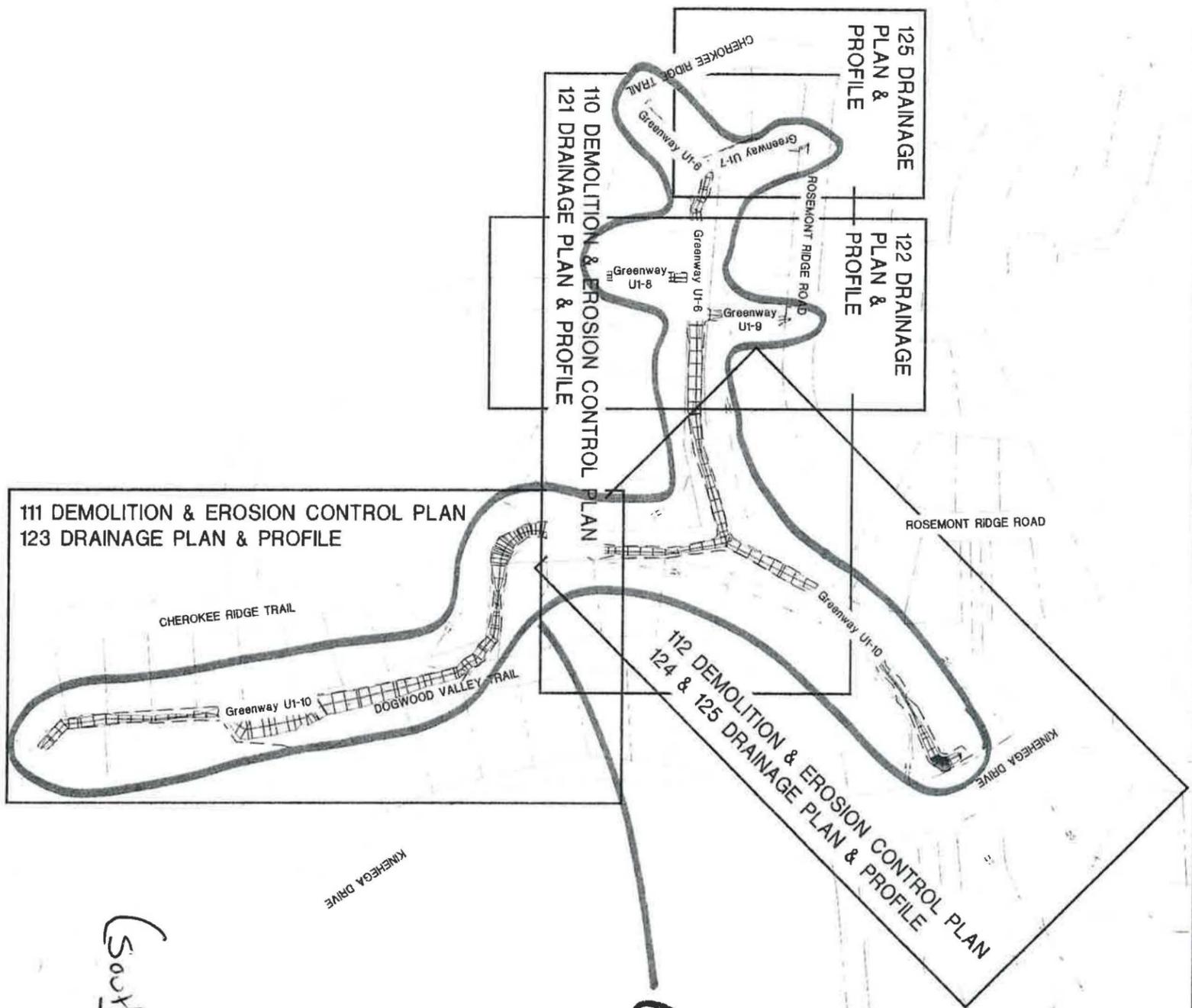
DESCRIPTION OF PROJECT TO BE MITIGATED

Permittee: Leon County

NFWFMD Permit No. 1497

USACE No. SAJ-2012-01438(SP-MMV)

Project Name: Killearn Lakes Drainage Project



0.35 Debits

Total = 1.89 debits
 less - .65 credits
 (Southbrook)

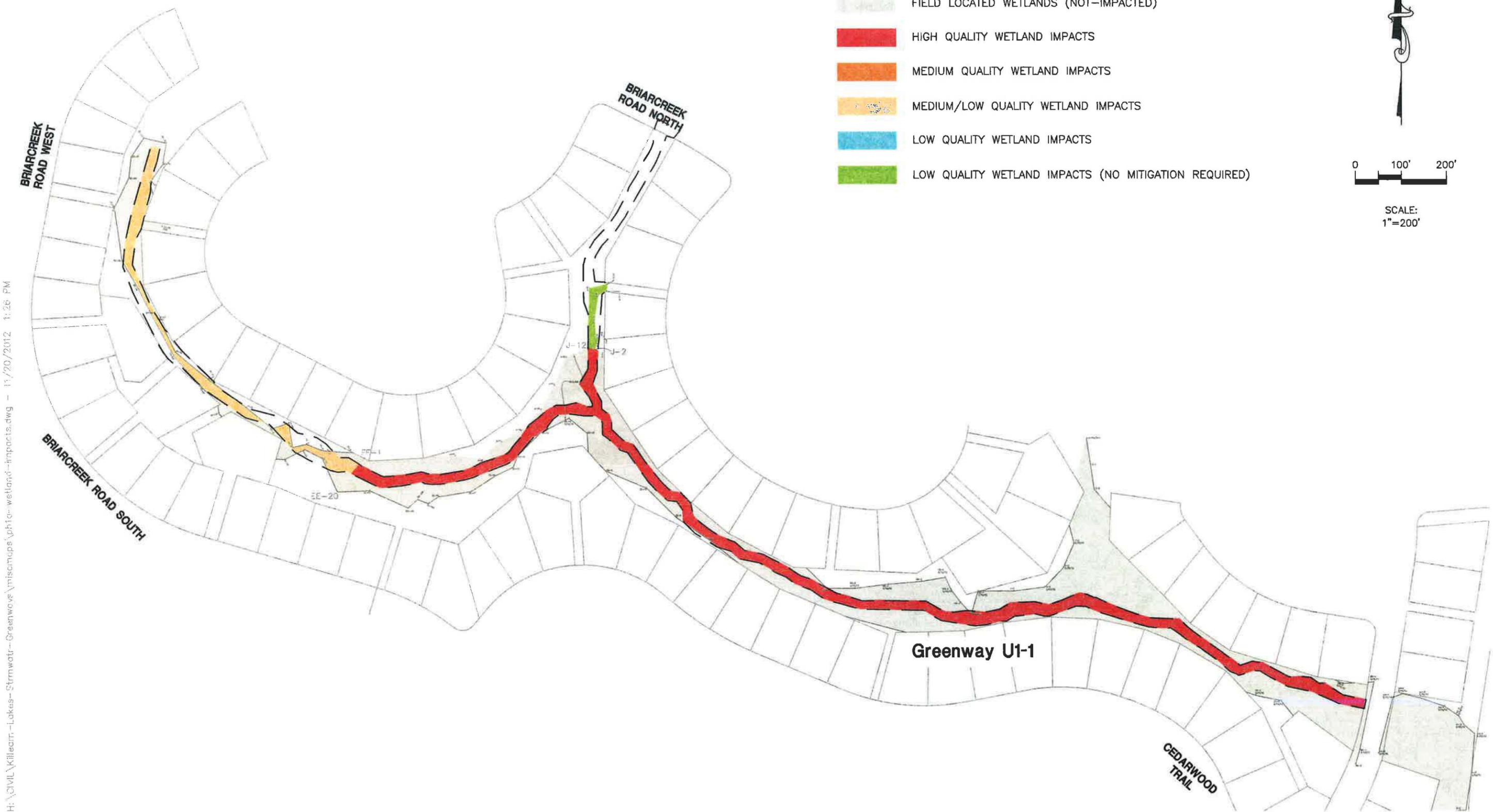
 1.24 debits
 needed



| | | | | | | |
|--|---|---|--|--|--|---|
| ATKINS <small>2639 N. Monroe St. Building C Tallahassee, Florida 32303 850 575 1800 Firm Certificate of Authorization No. 24</small> | <small>CLIENT</small> | <small>PROJECT</small> Killlearn Lakes Greenways Maintenance and Restoration Plans - Phase 1 | <small>TASK</small> UNIT 1 SOUTH KEY MAP | <small>ORIGINAL</small> NOV 15 2012 <small>REVISIONS</small> 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ | <small>SIGNATURE</small> WILLIAM R. JOHNSON P.E. NO. 41040 <small>DATE</small> NOV 15 2012 | <small>JOB NO.</small> 100014954 <small>DRAWN</small> MP <small>DESIGNED</small> GJB <small>CHECKED</small> WKJ <small>QC</small> <small>SHEET</small> 101 |
| | <small>NOT VALID FOR CONSTRUCTION UNLESS SIGNED BY THE DESIGNER</small> | | | | | |

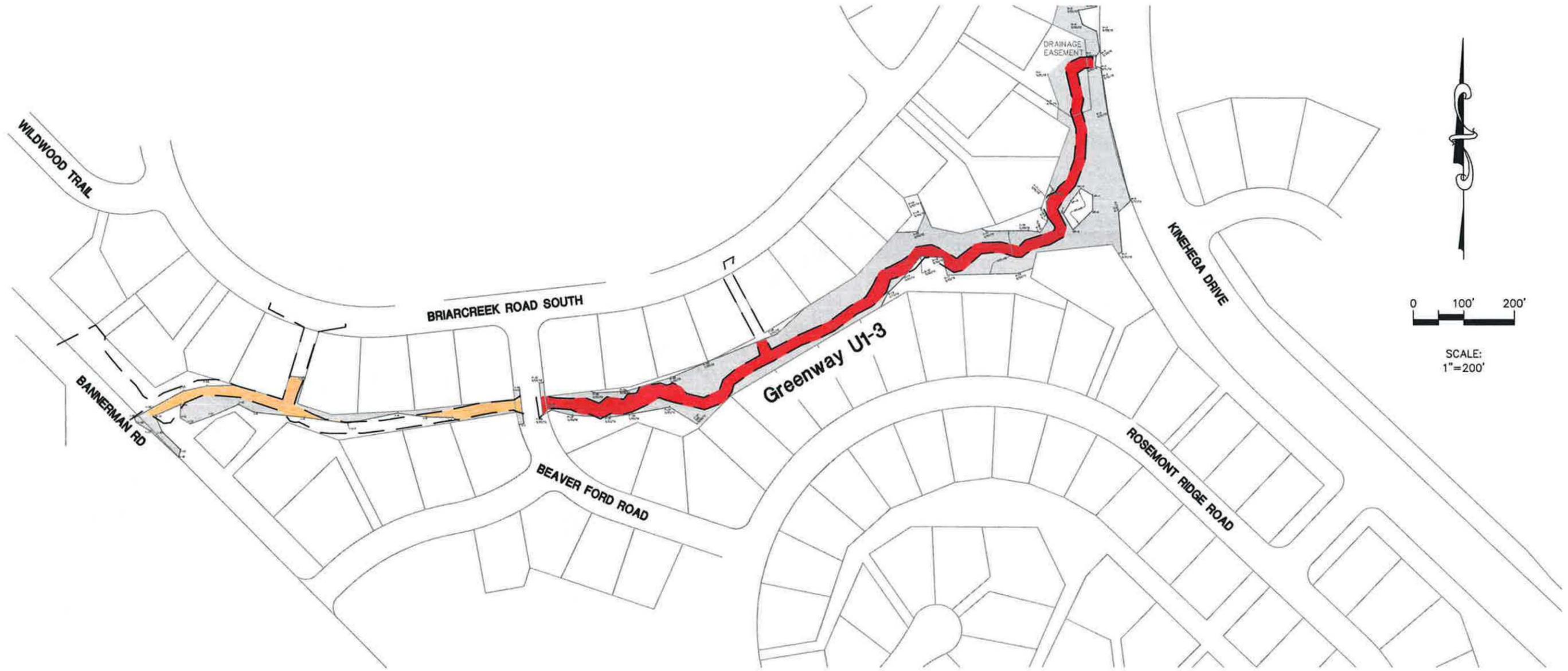
LEGEND

-  PROPOSED LIMITS OF CONSTRUCTION
-  FIELD LOCATED WETLANDS (NOT-IMPACTED)
-  HIGH QUALITY WETLAND IMPACTS
-  MEDIUM QUALITY WETLAND IMPACTS
-  MEDIUM/LOW QUALITY WETLAND IMPACTS
-  LOW QUALITY WETLAND IMPACTS
-  LOW QUALITY WETLAND IMPACTS (NO MITIGATION REQUIRED)



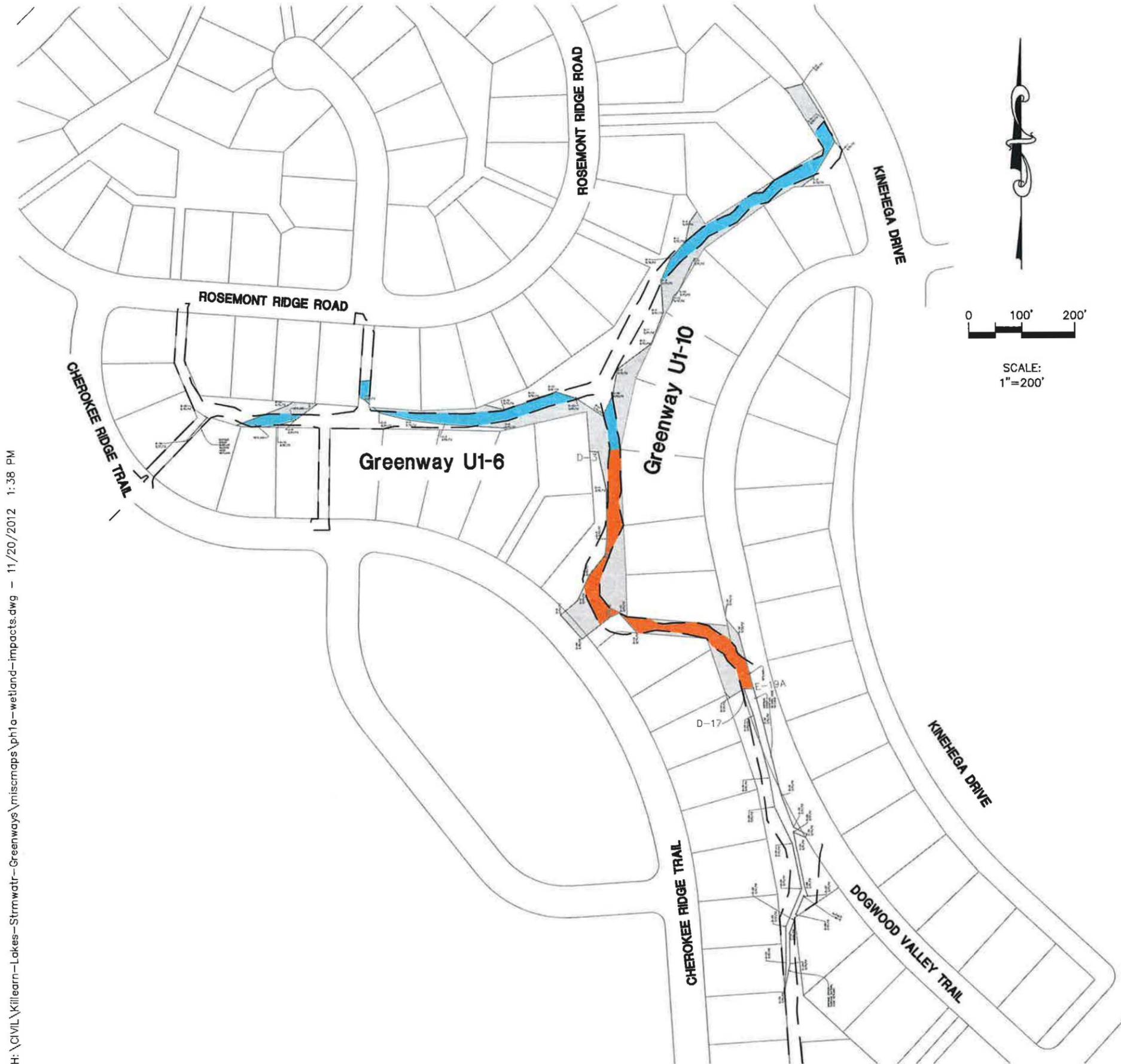
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H:\CIVIL\Killiearn-Lakes-Strmwafr-Greenways\miscmaps\ph1a-wetland-impacts.dwg - 11/20/2012 1:27 PM



LEGEND

-  PROPOSED LIMITS OF CONSTRUCTION
-  FIELD LOCATED WETLANDS (NOT-IMPACTED)
-  HIGH QUALITY WETLAND IMPACTS
-  MEDIUM QUALITY WETLAND IMPACTS
-  MEDIUM/LOW QUALITY WETLAND IMPACTS



LEGEND

- PROPOSED LIMITS OF CONSTRUCTION
- FIELD LOCATED WETLANDS (NOT-IMPACTED)
- HIGH QUALITY WETLAND IMPACTS
- MEDIUM QUALITY WETLAND IMPACTS
- MEDIUM/LOW QUALITY WETLAND IMPACTS
- LOW QUALITY WETLAND IMPACTS

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**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of First Amendment to the Highway Beautification Maintenance Memorandum of Agreement

| | |
|---|--|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Tony Park, P.E., Director of Public Works and Community Development Katherine Burke, P.E., Director of Engineering Design |
| Lead Staff/ Project Team: | Felton Ard, P.E., Senior Design Engineer |

Fiscal Impact:

This item has a fiscal impact. The long-term maintenance costs will be covered in the Right-of-Way Program's budget.

Staff Recommendation:

Option #1: Approve the First Amendment to the Highway Beautification Maintenance Memorandum of Agreement (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

In order to enhance the visibility and attractiveness of the “Welcome to Leon County” signs, staff completed a sign replacement process for 11 of the signs on the major State Highways entering Leon County. As part of the permit requirements to install the new signs within the Florida Department of Transportation (FDOT) right-of-way, a Maintenance Memorandum of Agreement (MOA) with FDOT was approved by the Board on November 9, 2010 (Attachment #2).

The County has provided co-support to a citizen initiative called "Talla-happy" sunflowers. This volunteer group was formed from the \$500 challenge during the Peter Kageyama “For the Love of Cities” workshop co-hosted by Leon County and the City of Tallahassee on January 24, 2013. This group has distributed free seed packets, designed shirts, received a Proclamation from both the County and City, and will participate in the Springtime Tallahassee parade. In support of the initiative, staff is working with FDOT to develop sunflower beds at all 11 of the new Welcome signs entering the County.

Analysis:

The requirement of the permit to install the sunflower beds at the Welcome sign locations necessitates that the original MOA with FDOT be modified to include the maintenance of the sunflower beds. The MOA modification will be accomplished through an amendment to the original agreement. The Amendment includes language that allows the County to cease planting and restore the sites if it is determined that the planting and associated maintenance is not feasible at the specified locations.

Options:

1. Approve the First Amendment to the Highway Beautification Maintenance Memorandum of Agreement, (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Amendment to the Highway Beautification Maintenance Memorandum of Agreement.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. First Amendment to Memorandum of Agreement
2. Maintenance Memorandum of Agreement

VSL/TP/FA/ns

**FIRST AMENDMENT TO HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT DATED NOVEMBER 9, 2010**

BY AND BETWEEN

**THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY, FLORIDA**

MOA-MP10-004

This **FIRST AMENDMENT** to Highway Beautification Maintenance Memorandum ("**FIRST AMENDMENT**") by the State of Florida, Department of Transportation, hereinafter referred to as "**DEPARTMENT**" and Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**."

RECITALS

1. The **DEPARTMENT** and the **COUNTY** on November 9, 2010, entered into a Highway Beautification Maintenance Memorandum of Agreement for the installation and maintenance of certain "Welcome Sign Improvements" located on the State Highway System throughout **LEON COUNTY** hereinafter referred to as the "**AGREEMENT**"; and
2. The **DEPARTMENT** and the **COUNTY** mutually desire to amend the "**AGREEMENT**" to include the planting of Big Smile Sunflowers (*Helianthus annuus*) at each location of the Welcome Sign Improvements;

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants of the parties, the **DEPARTMENT** and the **COUNTY** agree to amend the **AGREEMENT** as follows:

3. The recitals in Paragraphs 1-2 above are true and correct and are incorporated into and made a part of this **FIRST AMENDMENT**.
4. This **FIRST AMENDMENT** shall be incorporated into the **AGREEMENT** and thereby become a part by this reference. Except as modified by the provisions herein, the **AGREEMENT** shall remain in full force and effect.

5. The DEPARTMENT and the COUNTY mutually agree to amend the AGREEMENT to include the planting and maintenance of Big Smile Sunflowers (*Helianthus annuus*) by the COUNTY at the welcome sign locations shown on page one (1) of Exhibit "A" of the AGREEMENT in compliance with the plans and maintenance shown in Exhibit "C" to this FIRST AMENDMENT both of which are hereby incorporated herein and made a part of this AMENDMENT. The purpose of this FIRST AMENDMENT is to reflect the COUNTY's desire to plant and maintain Big Smile Sunflowers adjacent to the Welcome Sign Improvements.
6. The COUNTY shall not modify the project area without prior written approval of the DEPARTMENT, except as follows: the COUNTY may cease the planting and maintenance of the Big Smile Sunflowers if the COUNTY, at its sole discretion, determines that such planting and maintenance is not feasible at the specified locations and provided that the COUNTY, at its expense, returns the areas utilized for such planting to the condition that existed prior to such plantings. The COUNTY will notify the DEPARTMENT if it plans to remove the landscaping and the restoration efforts will require acceptance from the DEPARTMENT.
7. The effective date of this FIRST AMENDMENT shall be the latest date on which either party signs this FIRST AMENDMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY has caused this FIRST AMENDMENT to be executed in its behalf this the ____ of _____, 2013 by the County Administrator, authorized to enter into and execute the same by the Board of County Commissioners on the ____ day of _____, 2013. The DEPARTMENT has executed this FIRST AMENDMENT through its District Secretary for District Three (3), Florida Department of Transportation, with the date below.

LEON COUNTY, FLORIDA

BY: _____
NAME: Vincent S. Long
TITLE: County Administrator

ATTEST: _____
BY: Bob Inzer
TITLE: Clerk of Court, Leon County, Florida (SEAL)

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

BY: _____
James T. Barfield, P.E.
District Three Secretary

DATE: _____

ATTEST: _____
BY: _____
TITLE: Executive Secretary

APPROVED AS TO FORM:

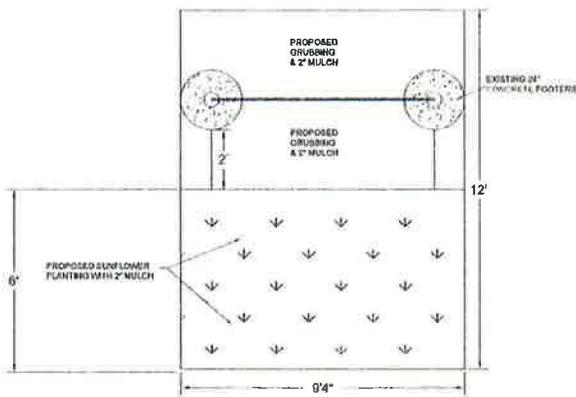
Leon County Attorney's Office
Herbert W. A. Thiele, Esquire
County Attorney

LEGAL REVIEW:

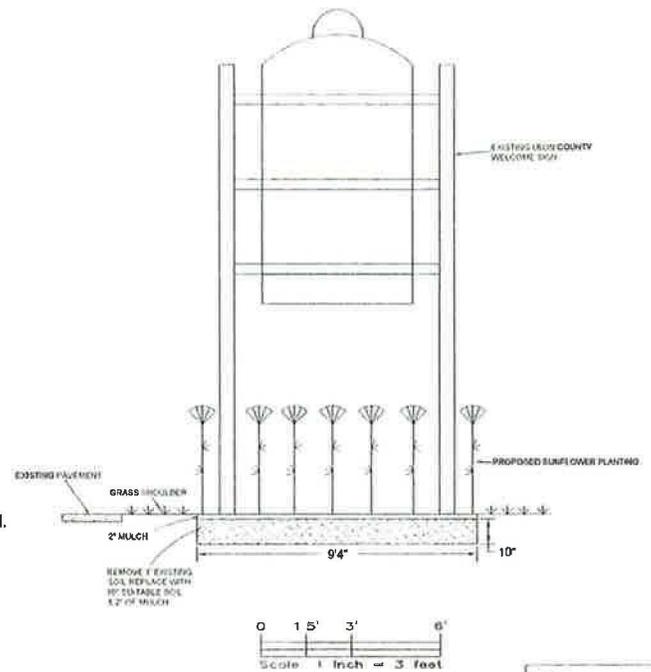
OFFICE OF GENERAL COUNSEL
District Three

EXHIBIT "C"

TOP VIEW



CROSS-SECTION VIEW

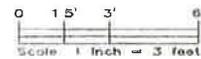


'Big Smile' variety



Maintenance :

- Watering every 2-3 days unless there is sufficient rainfall.
- Fertilize monthly during growing season.
- Weeding as necessary.
- Remove wilted or dead plants as necessary.
- Replenish mulch annually.



NOT TO SCALE

LEON COUNTY DEPARTMENT OF PUBLIC WORKS
3380 MCCORMACK ROAD, TALLAHASSEE, FLORIDA 32308
PHONE (850) 894-1500 • FAX (850) 894-1501

| DATE | BY | REVISION |
|------|----|----------|
| | | |
| | | |
| | | |

PROJECT

PROPOSED SUNFLOWER PLANTING

TYPICAL

X
of
X

**FDOT DISTRICT THREE
HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT (the "Agreement"), made and entered into as of the 9th day of November, 2010, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "County".

WITNESSETH

WHEREAS, the Department owns right-of-way consisting of road improvements and grassed areas abutting the State Highway System thereon located throughout Leon County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Project Highway is beautified by improvements which enhance its aesthetic quality; and

WHEREAS, the County has agreed to install and maintain within the Project Highway certain sign improvements in accordance with the provisions below (the "Welcome Sign Improvements"); and

WHEREAS, the Department is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements; and

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the Welcome Sign Improvements; and

WHEREAS, the County has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The County shall install and maintain the Welcome Sign Improvements to the Project Highway as specified in the Construction Plans and Specifications attached hereto as Exhibit "A", and the Maintenance Plan attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference and all of the work in connection therewith being hereinafter referred to as the "Project". The County shall not modify the Project without prior written approval of the Department.

2. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the County.
3. The Department recognizes that the County must comply with Section 129.07, Florida Statutes. This Agreement shall not be construed to modify, in any way, the County's obligations under those statutes.
4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate this Agreement in accordance with paragraph 10(a).
5. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of the County's commencement of any scheduled construction or maintenance activities pertaining to the Project. Emergency repairs to any improvements associated with the Project shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the Project Highway is Greg Ouzts located at 17 Commerce Boulevard Midway, Florida, 32343, telephone number (850) 922-7900.
6. Prior to any major Project construction or reconstruction activity, the County shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The County shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this Project, the County shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.
7. If the County desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement within the Project Highway, or to close a traffic lane within the Project Highway, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.
8. The Department will require the County to cease operations and remove all personnel and equipment from the Project Highway if any actions on the part of the County or representatives of the County violate the conditions or intent of this Agreement as determined by the Department.
9. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future

criteria or planning of the Department. The Department shall give the County notice regarding such removal, relocation or adjustment and the County shall be allowed sixty calendar days to remove all or part of the Project at its own cost. The County will own that part of the Project it removes. If, after the sixty calendar days removal period, the County has failed to satisfactorily remove, relocate, or adjust the Project improvements, the Department may remove, relocate or adjust such Project improvements as it deems best. Wherever the County removes the Project improvements pursuant to this Agreement, the County shall restore the surface of the affected portion of the Project Highway to the same safe and trafficable condition as existed prior to installation of such Project improvements.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the County, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the County following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's written notice.

11. Within sixty days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the County shall, at its expense, remove the Project and restore the Project Highway to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department, at its expense, may remove, relocate or adjust the Project as it deems best.

12. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final. Nothing in this paragraph, however, shall be deemed to be a waiver of the County's sovereign immunity nor shall it be deemed a waiver of the County's rights with regard to any legal recourse available to the County in the event of the Department's breach of this Agreement.

13. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. This Agreement may not be assigned or transferred by the County, in whole or in part without consent of the Department.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

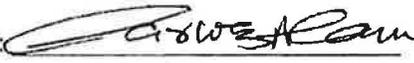
- (a) If to the Department, address to FDOT Midway Operations Center 17 Commerce Blvd. Midway, Florida 32343 or at such other address as the Department may from time to time designate by written notice to the County; and
- (b) If to the County address to Director of Public Works, Leon County Public Works Department, 2280 Miccosukee Road, Tallahassee, FL 32308, or at such other address as the County may from time to time designate by written notice to the Department.

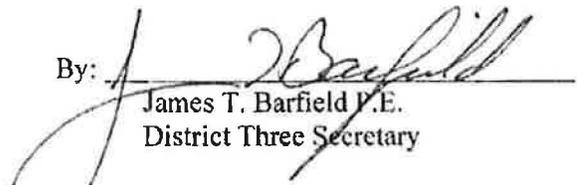
All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LEON COUNTY, FLORIDA

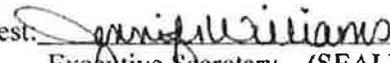
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Parwez Alam
County Administrator

By: 
James T. Barfield P.E.
District Three Secretary

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

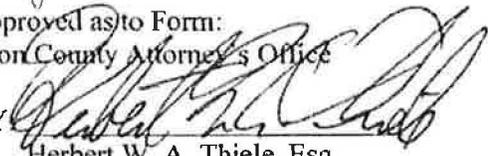


Attest: 
Executive Secretary (SEAL)

BY: 
John Stoltz, Deputy Clerk

Approved as to Form:
Leon County Attorney's Office

Legal Review:

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

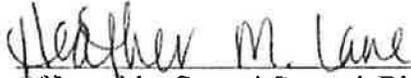

Office of the General Counsel, District 3

Exhibit A

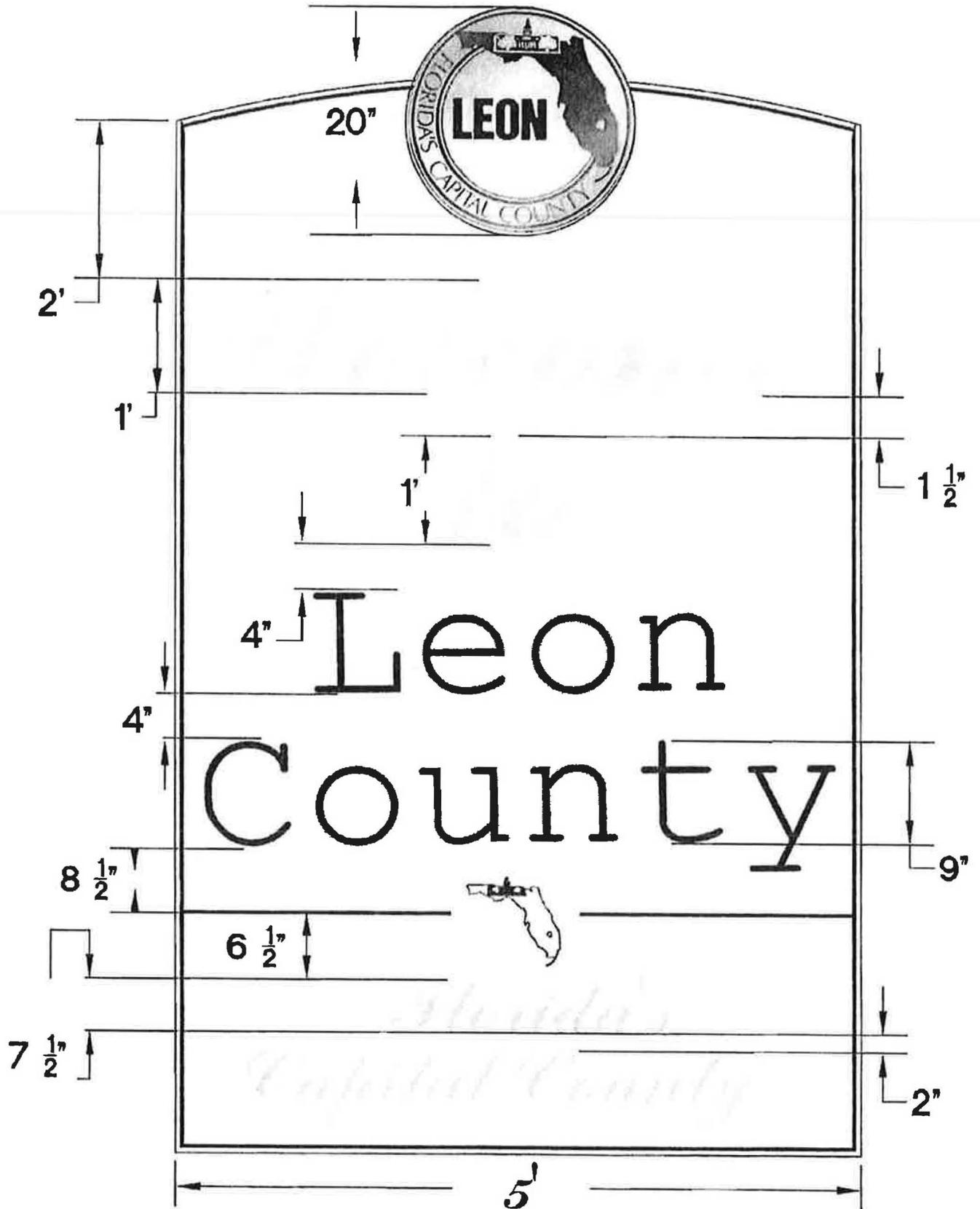


Exhibit B – Leon County Welcome Sign Maintenance Schedule

All Leon County signs are inventoried (tagged) after installation and the information is entered into a computerized sign inventory database for routine inspections and maintenance. The sign condition rating is based upon a visual inspection and a measurement of the signs retroreflectivity by means of a retroreflectometer reading.

Inspection of the Leon County Welcome Signs will be performed at least twice annually by the Leon County Division of Operations. Sign condition deficiencies identified during routine inspections will be corrected through actions such as sign washing, sign repair and if necessary replacement of signs and posts.

Transmittal Memorandum

Midway Operations Center

17 Commerce Boulevard

Midway, Florida 32343

From: Jeff Kerwin
Assistant Permits Administrator

To: Faye McBroom
D3 Permits Coordinator

Date: December 9, 2010

Subject: Leon County Welcome Signs MOA

Please get final signatures for this MOA.



Leon County

Board of County Commissioners

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

RECEIVED
DEC 09 2010
MIDWAY OPERATIONS

Leon County Public Works
Leon County Public Works Center
2280 Miccosukee Road – 2nd Floor
Tallahassee, Florida 32308
850 / 606-1500

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

NICK MADDOX
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

December 3, 2010

Mr. Jeff Kerwin
Assistant Permits Administrator
Florida Department of Transportation
Midway Operations Center
P. O. Box 607
Chipley, Florida 32428-2162

**RE: Highway Beautification Maintenance Memorandum Agreement
Between State of Florida Department of Transportation and Leon County, Florida**

Dear Mr. Kerwin:

Please find enclosed three (3) original FDOT District Three Highway Beautification Maintenance Memorandum Agreements which have been signed by the County and now are being forwarded for execution by your organization. Once executed, please return two (2) originals to my office and retain one (1) for your records.

The Agreement was approved by the Board of County Commissioners on November 9, 2010. The subject of the Agenda was Approval of Maintenance Memorandum of Agreement with Florida Department of Transportation for Eleven Leon County Welcome Signs.

Should you have any question, please feel free to contact me at 606-1546.

Sincerely,

Charles Wu, P.E.
Chief of Engineering Design

CW/bp

Enclosures

cc: Leon County
Tony Park, P.E., Public Works Director
Leigh Davis, Assistant to the Director of Public Works
Lee Daniel, CDME, Director, Tourism Development Department

K:\WUC\CHARLESWU\LETTERS\KerwinJeff-MaintenanceAgreement-WelcomeSigns.doc

Memorandum of Agreement # MP10-004

Leon County, Florida

Effective Date: November 9, 2010

Attached Permits:

| <u>Permit #</u> | <u>State Road</u> | <u>Section #</u> | <u>Mile Post</u> |
|-----------------|-------------------|------------------|------------------|
| 2010-K-392-27 | 61 | 55050000 | 18.223 |
| 2010-K-392-28 | 10 | 55020000 | 19.323 |
| 2010-K-392-29 | 10 | 55020000 | 15.635 |
| 2010-K-392-30 | 20 | 55080000 | 12.722 |
| 2010-K-392-31 | 363 | 55040000 | 0.000 |
| 2010-K-392-32 | 61 | 55120000 | 0.000 |
| 2010-K-392-33 | 369 | 55170000 | 0.000 |
| 2010-K-392-34 | 267 | 55300000 | 14.159 |
| 2010-K-392-35 | 63 | 55010000 | 0.020 |
| 2010-K-392-36 | 10 | 55060000 | 0.170 |
| 2010-K-392-37 | 20 | 55070001 | 0.105 |

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the FY 2012/13 Final Commissioner Discussion Items Status Update

| | |
|--|--|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Alan Rosenzweig, Deputy County Administrator |
| Lead Staff/ Project Team: | Christine Coble, Agenda Coordinator |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the FY 2012/13 Final Commissioner Discussion Items Status Update.

Report and Discussion

Background:

At each regularly scheduled Board meeting, Commissioners have the opportunity, under Commissioners' Discussion Time, to make requests and/or inquiries of staff. If staff action is requested, Board approval is required. The County Administrator, as well as the County Attorney, then makes staff assignments, respectively. The status of such items is then tracked by Administration through the status reports. The County Administrator utilizes the status reports as a management tool to ensure the appropriate actions are taken in response to Board direction.

In the final status report on FY 2011/12 Commissioner Discussion Items, there were seven discussion items that were either ongoing, pending, or incomplete and were carried forward.

Analysis:

Of the five FY 2011/12 discussion items carried forward to FY 2012/13, three are completed, and two remain ongoing.

For the first quarter of FY 2012/13 (October 1 – December 31, 2012), other than Resolutions, 16 requests were generated under Commissioners' Discussion time. The number of tasks completed is 14, and two items are pending.

Beginning January 29, 2013 through March 12, 2013, other than Resolutions, there were 12 requests generated under Commissioners' Discussion time. The number of tasks completed is 12.

The third and fourth quarters (April 1 – September 30, 2013) generated 26 requests under Commissioners' Discussion time. Twenty-two tasks have been completed; two items are pending; one item is scheduled for the December 10, 2013 Board meeting; and, one item is scheduled for the January 2014 Board meeting.

Therefore, for the ongoing FY 2011/12 and the final FY 2012/13 Commissioners' Discussion Items reports, a total of 59 requests were made. The number of tasks completed is 51; four items are pending; two items are ongoing; and, two items are scheduled for future Board meetings.

Options:

1. Accept the FY 2012/13 Final Commissioner Discussion Items Status Update.
2. Accept the FY 2012/13 Final Commissioner Discussion Items Status Update, with modifications.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2012/13 Final Commissioner Discussion Items Status Update

**FY 2012/2013
Commissioner Discussion Items
FY 12/13 Final Report
October 1, 2012 – September 30, 2013**

| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|--------------------------|---------------------|--|--|--|
| February 8 2012 | Dailey | Requested staff check the status on the Old Lincoln High School Historic Site designation. | Financial Stewardship/Grants/Planning – Scott Ross/Don Lanham/ Wayne Tedder | Done. November 4, 2013 <i>An application for a State Historical marker was prepared by County staff and forwarded to the City for submittal.</i> Pending. <i>The National Register nomination is currently on hold due to issues at the National Park Service.</i> |
| February 28, 2012 | Desloge | Motion: Directed Public Works staff to assist Ox Bow residents in determining appropriate road speed-reducing projects and direct staff to bring back an item regarding a joint public/private partnership project proposal. | Public Works & Community Development/Engineering Services – Tony Park/Katherine Burke County Attorney – Herb Thiele | Done. <i>Staff worked with the Homeowners Association and provided several alternatives with cost estimates. At this time, the residents have not moved forward.</i> |
| May 8, 2012 | Proctor | Without objection, requested staff look at the light, which is out, at Little Lake Jackson (Carr Lake), which affects the fishermen being able to get out on the Lake at night. | Public Works & Community Development/Public Works/Parks & Recreation – Tony Park/Leigh Davis | Done. <i>The light has been repaired.</i> |
| June 26, 2012 | Dozier | Expressed concern that Commissioners and the public do not have access to more information of CRA and CRTPA meetings. | County Administration/ Community & Media Relations - Jon Brown | Ongoing. |
| July 9, 2012 | Board | Directed staff to provide information regarding grant costs to the City of Tallahassee to re-establish the Star Metro bus route to Bradfordville (Route 80x) | Public Works & Community Development – Tony Park | Ongoing. |

**FY 2012/2013
Commissioner Discussion Items
FY 12/13 Final Report
October 1, 2012 – September 30, 2013**

| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|------------------------|---------------------|--|---|--|
| October 9, 2012 | Desloge | Motion: Allow Commissioner Desloge's participation, via telephone, for the November 13, 2012 meeting. | MIS/County Attorney – Pat Curtis/ Herb Thiele | Done. November 13, 2012 |
| | Desloge | Motion: Direct staff to bring an agenda item with details related to the housing building codes for seniors and disabled persons and what the County could do. Amendment: Include the concept of co-housing in the agenda item | Public Works & Community Development/DSEM/Building Plans Review & Inspection – Tony Park/David McDevitt/ Ed Jarriel | Done. November 13, 2012 <i>Agenda Item #14</i> |
| | Desloge | Requested a status update on animal control consolidation. | Public Services/Animal Control – Alan Rosenzweig/Andrew Seltz | Pending. |
| | Dailey | Motion: In the North Monroe CRA agenda item's analysis section include a history and discussion on voting parity related to the CRA Board. However, the item does not need to include any options regarding voting parity for the establishment of the North Monroe CRA. | Economic Development & Business Partnerships – Ken Morris | Done. |
| | Dailey | Requested discussion on functional park consolidation. | Public Works/Parks & Recreation – Tony Park/Leigh Davis | Done. November 13, 2012 <i>Agenda Item #23</i> |
| | Proctor | Requested that the list of how many times each district's Commissioner has served as the Board chairman and vice-chairman be recirculated. | Board Secretary/Agenda Coordinator– Rebecca Vause/ Christine Coble | Done. October 18, 2012 <i>The list was distributed to the Board.</i> |
| | Dozier | Requested a formalization of Mayor-Chair meeting & minutes; Mayor-Chair minutes would go under status reports on Agenda. | County Administrator/Agenda Coordinator – Alan Rosenzweig/ Christine Coble | Done. October 23, 2012 <i>Agenda Item #14</i> |
| November 13 | Desloge | Requested the County look at ways to reorganize some of the funding to human services and to be able to talk to staff about the process. | County Administration/Human Services & Community Partnerships – Alan Rosenzweig/Candice Wilson | Done. |
| | Desloge | Motion: Direct the County Attorney to bring back a discussion item on feasibility of Leon County enacting same Ordinance as Hillsborough County banning Internet Cafés. | County Attorney – Herb Thiele | Done. December 11, 2012 <i>Agenda Item #24</i> |

**FY 2012/2013
Commissioner Discussion Items
FY 12/13 Final Report
October 1, 2012 – September 30, 2013**

| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|---------------------|---------------------|---|---|--|
| November 20 | Sauls | Motion: Direct staff to agenda an item for December 11 th regarding whether Leon County could facilitate and manage the Big Bend Scenic Highway Grant. | Economic Development & Business Partnerships/Grants – Ken Morris/ Don Lanham County Attorney – Herb Thiele | Done. December 11, 2012 <i>Agenda Item #18</i> |
| | Sauls | Motion: Schedule a short presentation on bear encounters issues at the December 11 th meeting. | County Administration/Agenda Coordinator – Christine Coble | Done. December 11, 2012 <i>Presentation made</i> |
| | Desloge | Motion: Direct staff to prepare an agenda item that assesses the feasibility of a six-mile trail system in Killearn Lakes behind Golden Eagle. | Public Works & Community Development/Facilities Management/ Real Estate Management - Tony Park/ Tom Brantley/Graham Stewart | Pending. |
| | Dozier | Requested a status report regarding trail system and other amenities mobile apps. | Economic Development & Business Partnerships-Ken Morris MIS-Pat Curtis Public Works/Parks & Recreation – Tony Park/Leigh Davis | Done. January 29, 2013 <i>Agenda Item #30 – regarding Trailhassee.com and included in the roll-out</i> |
| December 11 | Proctor | Without objection, requested staff bring agenda item in January for funding for the FAC Legislative Day reception. | Economic Development & Business Partnerships/Intergovernmental Affairs & Special Projects – Ken Morris/Cristina Paredes | Done. January 29, 2013 <i>Commissioner Discussion Item</i> |
| | Dailey | Motion: Schedule a workshop on sidewalks and bike trails and wants staff to prepare a comprehensive report on all the issues and participants (City, County, CRTPA, Safe Routes to School), and what funding sources are available. | Public Works & Community Development - Tony Park | Done. April 9, 2013 <i>Workshop held</i> |
| | Dozier | Motion: Cancel the January 29, 2013 Workshop on the Leon County Research and Development Authority and have staff provide an update and presentation on January 29 th . | Economic Development & Business Partnerships – Ken Morris | Done. January 29, 2013 <i>Agenda Item #28</i> |

**FY 2012/2013
Commissioner Discussion Items
FY 12/13 Final Report
October 1, 2012 – September 30, 2013**

| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|-------------------------|---------------------|--|---|---|
| January 29, 2013 | Dailey | Motion: Direct staff to provide a written report on the Kentwood subdivision issues to the Board. | Public Works & Community Development/DSEM – Tony Park/ David McDevitt | Done. February 4, 2013 <i>Memo provided to the Board.</i> |
| | Dailey | Motion: Requested staff schedule a formal presentation by Jay Revell, Executive Director of the Downtown Improvement Authority | County Administration/Agenda Coordinator – Alan Rosenzweig/ Christine Coble | Done. March 12, 2013 <i>Presentation made</i> |
| February 12 | Proctor | Motion: Directed staff to include dental health care funding in Board’s legislative priorities. | Economic Development & Business Partnerships/Intergovernmental Affairs and Special Projects Coordinator Ken Morris/Cristina Paredes | Done. <i>Included in Federal Legislative packets distributed at NACo and coordinated with Patton Boggs.</i> |
| | Proctor | Motion: Direct staff to bring back an agenda item to discuss what the County can and cannot do based on state and federal laws, as it relates to gun violence/control | County Attorney – Herb Thiele | Done. March 12, 2013 <i>Agenda Item #14</i> |
| | Proctor | Requested briefing on issues being discussed at NACo Conference. | Economic Development & Business Partnerships/Intergovernmental Affairs and Special Projects Coordinator Ken Morris/Cristina Paredes | Done. |
| | Dozier | Motion: Allow the County’s Human Resources Department to work with the Leon County Research and Development Authority (LCRDA) in the search for a new LCRDA Executive Director | Human Resources – Lillian Bennett | Done. |
| February 26 | Desloge | Motion: Direct staff to bring back an agenda item regarding the feasibility of instituting a robocall policy regarding the illegal placement of signs. | County Attorney – Herb Thiele DSEM – David McDevitt | Done. April 23, 2013 <i>Agenda Item #16</i> |

**FY 2012/2013
Commissioner Discussion Items
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| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|---------------------|---------------------|---|--|---|
| March 12 | Desloge | Motion: Direct staff to bring back an agenda item relative to Market Square. In addition, requested an update that includes Blueprint sales tax issue, City initiatives, Sense of Place initiative, Live Oak Plantation Road area, Timberlane School Road sidewalk, and Maclay Road area. | Public Works & Community Development/PLACE – Tony Park/ Wayne Tedder | Done. May 28, 2013 <i>Agenda Item #9</i> |
| | Proctor | Motion: Direct staff to do a comprehensive review of boat landings | Public Works & Community Development/Parks & Recreation – Tony Park/Leigh Davis | Done. April 9, 2013 <i>Agenda Item #13</i> |
| | Dailey | Direction of the Board to have a County float for the Springtime parade. | Public Works & Community Development/Facilities Management/CMR – Tony Park/ Tom Brantley/Jon Brown | Done. April 6, 2013 <i>County had a Springtime Tallahassee Parade Float</i> |
| | Dailey | Motion: Direct staff to draft a resolution supporting the Little League in Leon County and have the resolution sent to the Southeast Regional office. | Public Works & Community Development/Parks & Recreation – Tony Park/Leigh Davis | Done. April 9, 2013 <i>Agenda Item #12</i> |
| | Sauls | Requested that Public Works send her correspondence on the study that had been done regarding the traffic light at Natural Bridge Road. | Public Works & Community Development/Engineering – Tony Park/Kathy Burke | Done. March 19, 2013 <i>Correspondence sent to Commissioner Sauls.</i> |
| April 9 | Desloge | Motion: Requested staff bring back an agenda item regarding appropriate alternative locations for the Neighborhood Health Services. | County Administration – Shington Lamy; Human Services & Community Partnerships – Candice Wilson; Public Works & Community Development/ Facilities Management – Tom Brantley | Scheduled for Board meeting December 10, 2013 |
| | Proctor | Requested a status report on “Stand Down” weekend. | Human Services & Community Partnerships/Veteran Services – Candice Wilson/Jan Carey Intervention & Detention Alternatives – Wanda Hunter | Done. May 14, 2013 <i>Agenda Item #11</i> |

**FY 2012/2013
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| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|--------------------------------------|---------------------|--|---|--|
| April 9 <i>(Continued)</i> | Proctor | Motion: Schedule a Workshop on issues regarding the closing of the Tired Creek Dam and its effects on amount of water for County Lakes; as well as, effects of stormwater holding ponds on County lakes to include consideration of all impacts of upstream activities on downstream water issues. | Public Works//Development Services and Environmental Management – Tony Park/David McDevitt County Attorney – Herb Thiele | Done. April 23, 2013 <i>Agenda Item #4</i> June 18, 2013 <i>Workshop on the Effects of Tired Creek Dam and Stormwater Holding Ponds on the County's Lakes</i> |
| | Proctor | Motion: Directed staff to lower County flag to half-mast on the day of former Commissioner DePuy's memorial service | Public Works & Community Development/Facilities Management – Tony Park/Tom Brantley | Done upon Board Direction. |
| | Dailey | Motion: Increase the County's contribution to \$15,000 for Honor Flight. | Financial Stewardship/OMB – Scott Ross | Done upon Board Direction. |
| | Lindley | Motion: Directed staff to look at Ames Sink property to consider a way that the County could purchase Ames property at some point. | Public Works & Community Development/Facilities Management/Real Estate - Tony Park/Tom Brantley/Graham Stewart | Pending. |
| | Dozier | Motion: Requested staff bring back an agenda item on proposed policy for citizens to apply to establish memorials in County parks. | Public Works & Community Development/Parks & Recreation – Tony Park/Leigh Davis | Done. May 28, 2013 <i>Agenda Item #7</i> |
| April 23 | Lindley | Requested a copy of the Van Wyck report on the Cascades Acoustical Study. | Economic Development and Business Partnerships – Ken Morris | Done. April 23, 2013 |
| May 14 | Desloge | Motion: Direct the County Attorney to bring back ab agenda item to extend the DeSantis Agreement. | County Attorney – Herb Thiele | Done. June 18, 2013 <i>Agenda Item # 13</i> |
| | Proctor | Motion: Request the Board send a letter to the Greater Tallahassee Chamber suggesting that the Chamber Retreat consider integrating universities (FSU, FAMU, and TCC) into the agenda to “vision share” and learn about their projects. | Economic Development and Business Partnerships – Ken Morris | Done. |

**FY 2012/2013
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| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|-------------------------------------|---------------------|---|---|---|
| May 14 <i>(Continued)</i> | Dozier | Motion: Directed staff to bring back an agenda item for May 28, 2013 meeting regarding the costs and logistics of a proposal from the Florida State University College Mock Trial Team to use the County Courthouse to host a regional mock trial competition in February 2014. | County Administration – Shington Lamy | Done. May 28, 2013 <i>Agenda Item #11</i> |
| | Dozier | Without objection, requested a status report on Imagine Tallahassee prior to Board recess. | Economic Development and Business Partnerships – Ken Morris | Done. July 9, 2013 <i>Presentation by Imagine Tallahassee</i> |
| May 28 | Dailey | Motion: Direct staff to include \$15,000 for Honor Flight as a budget discussion item for next year's budget. | Financial Stewardship/Office of Management & Budget – Scott Ross | Done. July 8, 2013 <i>Budget Discussion Item #4</i> |
| | Dailey | Motion: Directed staff to bring forward an agenda item to officially name the Lake Jackson Community Center for late Commission Aide, Judith Dougherty. | Public Works & Community Development/Parks & Recreation – Tony Park/Leigh Davis | Scheduled for January 2014 Board meeting. |
| June 18 | Desloge | Without objection, requested staff bring back an agenda item to consider rescheduling October 22 nd Board meeting. | County Administration/ Agenda Coordinator – Alan Rosenzweig/Christine Coble | Done. July 9, 2013 |
| | Desloge | Requested the Board memorialize the meeting in a form of a letter to Congressman Southerland. | County Attorney – Herb Thiele | Done. August 7, 2013 |
| | Sauls | Motion: Request to cancel August 27, 2013 Board meeting. | County Administration/ Agenda Coordinator – Alan Rosenzweig/Christine Coble | Done. June 19, 2013 |
| | Lindley | Motion: Direct staff provide an agenda item for the September meeting clarifying the parameters of the Noise Ordinance for residential construction. | County Attorney – Herb Thiele DSEM – David McDevitt | Done. October 8, 2013 <i>Agenda Item #23</i> |
| July 9 | Proctor | Requested certificates and special recognition for the summer interns. | Human Resources – Lillian Bennett | Done. |

**FY 2012/2013
Commissioner Discussion Items
FY 12/13 Final Report
October 1, 2012 – September 30, 2013**

| Meeting Date | Commissioner | Discussion Item | Staff Assigned | Status |
|---------------------|---------------------|---|---|---|
| September 10 | Proctor | Motion: Direct staff to bring back an agenda item regarding an amendment to the Noise Ordinance to increase the closing hour for area designated as Activity Centers to 11:30 p.m. | County Attorney – Herb Thiele | Done. October 8, 2013 <i>Agenda Item #23</i> |
| | Proctor | Requested Tony Park, Public Works & Community Development Director, provide clarity regarding the resurfacing of S. Monroe Street. | Public Works & Community Development/Public Works – Tony Park | Pending. |
| | Proctor | Requested Tony Park, Public Works & Community Development Director, convey to DOT the transportation-related safety problems on west Orange Avenue, specifically need for bridge improvements and need for sidewalks. | Public Works & Community Development/Public Works/Engineering – Tony Park/Kathy Burke | Done. October 11, 2013 <i>Letter sent by County Administrator to FDOT District 3 Secretary.</i> |
| | Dozier | Motion: Direct staff to bring back an agenda item on September 24th to consider Gold sponsorship of the Power Forward Speaker Series in the amount of \$2,500. | Economic Development & Business Partnerships – Ken Morris | Done. September 24, 2013 <i>Agenda Item #13</i> |
| | Dozier | Motion: Direct staff to bring an agenda item regarding the development of an online application for CHSP applicants. | Human Services & Community Partnerships/CHSP – Candice Wilson/Tiffany Harris | Done. October 29, 2013 <i>Agenda Item #17</i> |
| | Maddox | Motion: Direct staff to bring back an agenda item on contracting with Mercer on the Affordable Care Act and its impacts on the County CareNet program. | Human Services & Community Partnerships – Candice Wilson | Done. September 24, 2013 <i>Agenda Item #17</i> |
| September 24 | Desloge | Motion: Request the County apply for NACo's assistance in hosting a one-day community dialogue to strategize efforts in coordinating health initiatives to improve County health. | Human Services & Community Partnerships – Candice Wilson | Done. October 1, 2013 |

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of "Sense of Place" Initiative Status Report

| | |
|--|---|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Tony Park, Director, Public Works and Community Development Wayne Tedder, Director, Planning, Land Management and Community Enhancement (PLACE) Katherine Burke, Director, Engineering Services |
| Lead Staff/ Project Team: | Cherie Bryant, Interim Planning Manager Earnest McDonald, Principal Planner |

Fiscal Impact:

This item has no fiscal impact. However, with the adoption of the Huntington Sense of Place Initiative, the Board allocated \$100,000 for initial placemaking improvements.

Staff Recommendation:

Option #1: Accept the "Sense of Place" Initiative status report.

Report and Discussion

Background:

In February 2012 and January 2013, the Leon County Board of County Commissioners approved a Strategic Plan to establish priorities for guiding project implementation. The following is a FY 2012 & FY 2013 Strategic Initiative that the Board approved at the January 29, 2013 meeting:

“Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative.”

This particular Strategic Initiative aligns with the Board’s Strategic Priority – Economy:

“Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent.” (EC1- 2012)

Following months of planning activities, coordination with residents from the Huntington Oaks Plaza (hereafter referred to as the Huntington Town Center) surrounding community, and a community workshop, the Huntington Sense of Place Initiative was adopted by the Board on June 18, 2013. At that time, Commissioner Desloge requested an update on the City’s Market District “Placemaking” Initiative before the end of the year. Therefore, staff decided to provide a brief one-page update for the following City and County Sense of Place Initiatives, as provided in Attachment #1.

- Lake Jackson Town Center at Huntington
- Market District
- Midtown
- Monroe-Adams Corridor

Analysis:

Future Actions

Staff believes that using available funds to concentrate improvements near the newly renovated Lake Jackson at Huntington Town Center (at the intersection of North Monroe Street and Fred George Road) would have more visual impact than dispersing smaller improvements within the placemaking district. Additionally, infrastructure improvements such as landscaping and enhanced intersections are best completed as single unified construction projects where costs are reduced and disruptions to businesses are minimized.

As shown in Attachment #2, the following project ideas, as recommended by the *Huntington Sense of Place Initiative*, have been identified by staff as short-term, but impactful, projects that could be funded by the initial placemaking allocation:

- **PROJECT 1:** Raise the stature of the “Huntington” boulder as a district landmark through lighting and landscaping treatments.
- **PROJECT 2:** Through coordination with the Florida Department of Transportation (FDOT), improve North Monroe Street median landscaping as a gateway to the Town Center.
- **PROJECT 3:** Reclaim and develop public spaces at the Huntington Town Center.
- **PROJECT 4:** Through coordination with FDOT, improve pedestrian safety on North Monroe Street with street stamping, refuse islands, and increased crossing times.
- **PROJECT 5:** Develop a wayfinding signage program to identify major destinations, demarcate a distinctive edge for the Huntington “sense of place” district, and express its unique cultural identity.

Finally, the Board has directed planning staff to prepare a Sense of Place initiative for the Fairgrounds. This effort will commence in early December and additional information will be provided in a future update.

Options:

1. Accept the “Sense of Place” Initiative status report.
2. Do not accept the “Sense of Place” Initiative status report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Sense of Place Summary Reports
2. Project Ideas

Lake Jackson Town Center at Huntington

"Sense of Place" Initiative

Sense of Place Status Report

Lake Jackson at Huntington Sense of Place Initiative
November 2013



GOALS

Activities, Events and Community

1. Create a Center
2. Activate the Center
3. Define the Place

Infrastructure, Amenities and Urban Form

4. Connect Places
5. Improve Safety for All Modes

The Ring

6. Green the Place
7. Build a Community Voice



Sense of Place Initiative Future Activities

- The Lake Jackson at Huntington Sense of Place Initiative Report was adopted by the Board of County Commissioners on June 18, 2013.
- A total of \$100,000 was allocated for initial placemaking improvements with the potential for future funding through the annual budget.
- A community meeting will be scheduled to solicit public input on setting placemaking priorities for the expenditure of available funds.





Sense of Place Status Report

Market District Action Plan | November 2013

GOALS

Activities, Events and Community

1. Create a visual edge for the district through gateways and branding.
2. Make the District a Regional Destination.
3. Create an aesthetically attractive district.
4. Support and strengthen local businesses.

Infrastructure, Amenities and Urban Form

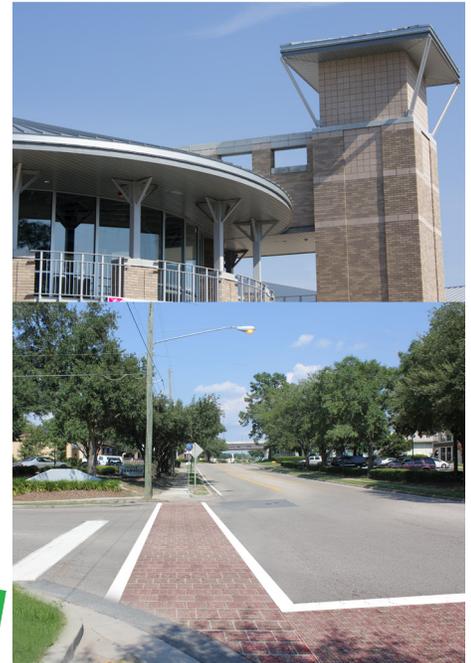
5. Create an interconnected district that links businesses and neighborhoods.
6. Reclaim or create new public spaces.
7. Improve traffic safety for all users.
8. Knit the district together across Thomasville Road.

Activities and Community Events

- A total of \$500,000 has been allocated by the City Commission for initial placemaking projects, including \$30,000 for events and promotion.
 - \$10,000 was approved by the City Commission on June 19, 2013 for publication of a feature article to promote the district in Visit Tallahassee magazine.
 - \$7,500 was authorized by the City Commission on September 11, 2013 to support Market Mayhem, the district's signature community festival involving a "Paint the Pavement" event, children's activities, an art show, live music, traffic control and incidental fees.

Infrastructure, Amenities and Urban Form

- The Working Group has identified its top priority projects for the expenditure of placemaking funds:
 - Wayfinding signage (District Markers and Pedestrian Kiosks)
 - Landscaping enhancements
 - Crosswalk markings
- These improvements are estimated to cost between \$152,000 and \$189,000 which would leave between \$281,000 and \$318,000 (\$300,000) for future improvements and incidental expenses.
- The working group is interested in developing an urban park around the existing stormwater management ponds owned by premier health and fitness.
- Staff will continue supporting the working group's vision for this area and we'll bring additional updates as ideas are developed.



a.m. on November 8, 2013



Sense of Place Status Report

Midtown Action Plan | November 2013

GOALS

Activities, Events and Community

1. Create a Midtown brand that will help form a visual edge for the district.
2. Promote the arts through Murals, Music, Fashion and Cuisine.
3. Relieve parking complications and nuisances.
4. Identify ways to support local business!

Infrastructure, Amenities and Urban Form

5. Support urban infill and mixed use buildings for live, work and play.
6. Create a walkable and bikeable community.
7. Reclaim or create new public spaces.
8. Improve traffic safety for all users.

Activities and Community Events

- A total of \$2,008.87 has been spent on special events, promotion and security.
 - Midtown promotional materials were published in the 2011 edition of Visit Tallahassee at a cost of \$10,000.
 - Staff has met with the Working Group who has decided to use remaining funds (\$15,000) to defray costs for security at 5th Avenue Plaza events.

Infrastructure, Amenities and Urban Form

- 5th Avenue Signalized Pedestrian Crossing at Thomasville Road and Gadsden has been completed at a cost of \$20,500.
- Gas Lighting has been installed on 5th and 7th Avenues at a cost of \$26,000.
- 5th Avenue Plaza has been completed at a cost of \$372,806.
 - The Working Group has recommended extending brick paving along 5th Avenue to Gadsden to visually tie Lafayette Park to the Midtown commercial core at \$20,000.
- Leon County has installed curb extensions along Gadsden Street that lacked the funds for landscaping.
 - The Working Group has recommended the installation of landscaping at approximately \$1,000 to achieve the full effect of traffic calming.
- The Working Group's other recommendation for the remaining capital includes:
 - Staff is proposing \$42,000 in improvements for Lake Ella Park to include landscaping, play equipment, tables and benches.
- Staff will also be coordinating with CRTPA to connect a pedestrian crossing from Monroe Street into Lake Ella Park.



GOALS

Grow the Place

1. Make safe, comfortable streets for pedestrians, transit users and cyclists.
2. Improve the appearance of public and private properties.
3. Encourage urban infill and mixed-use buildings.

Promote the Place

4. Inform the public of business incentives, redevelopment assistance, codes and Code Enforcement.
5. Support local business and bring in new business.

Make Places Within

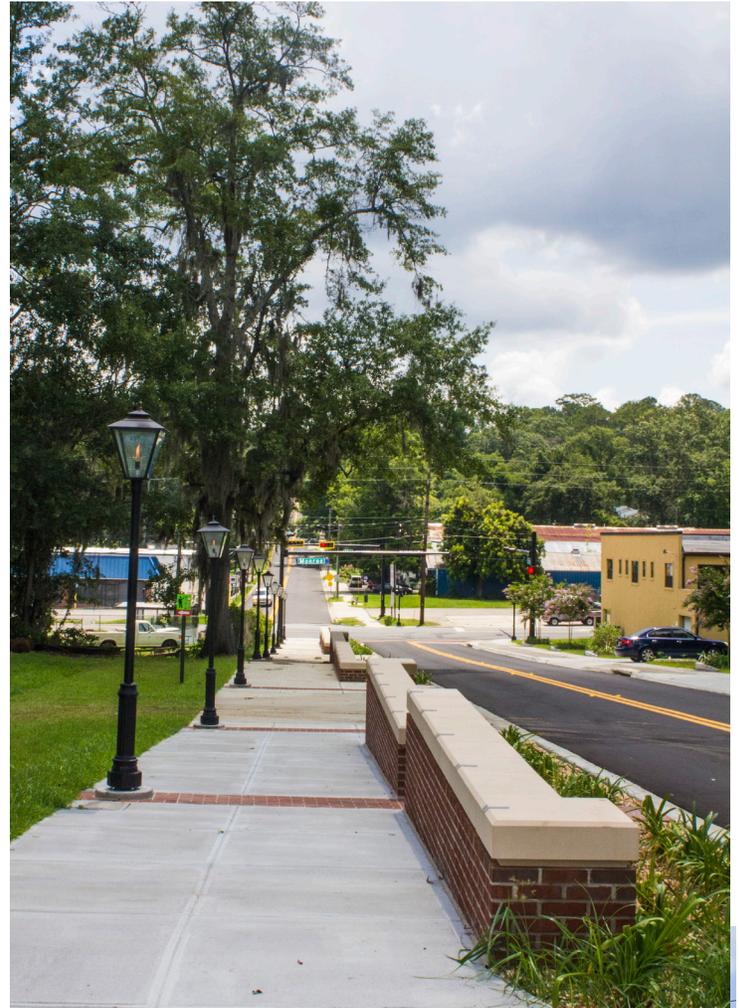
6. Implement an initial placemaking project.
7. Follow with improvements to all streets in the Corridor.

Activities and Community Events

- A community block party is scheduled for Fall 2013 to commemorate the grand opening of Palmer Avenue.

Infrastructure, Amenities and Urban Form

- The major Palmer Avenue pilot placemaking improvements were completed in July 2013 at a cost of \$349,000:
 - Street resurfacing
 - Landscaping
 - Sidewalks and drainage
 - Lighting
- An additional \$430,000 was spent to bury electric and upgrade the Monroe Street signal.



PROJECT 1: Raise the stature of the “Huntington” boulder as a district landmark through lighting and landscaping treatments

Current



Potential Improvements



PROJECT 2: Through coordination with the Florida Department of Transportation (FDOT), improve North Monroe Street median landscaping as a gateway to the Town Center

Landscaping Examples



PROJECT 3: Reclaim and develop public spaces at the Town Center

Potential Improvement Area



PROJECT 4: Through coordination with FDOT, improve pedestrian safety on North Monroe Street with street stamping, refuse islands and increased crossing times

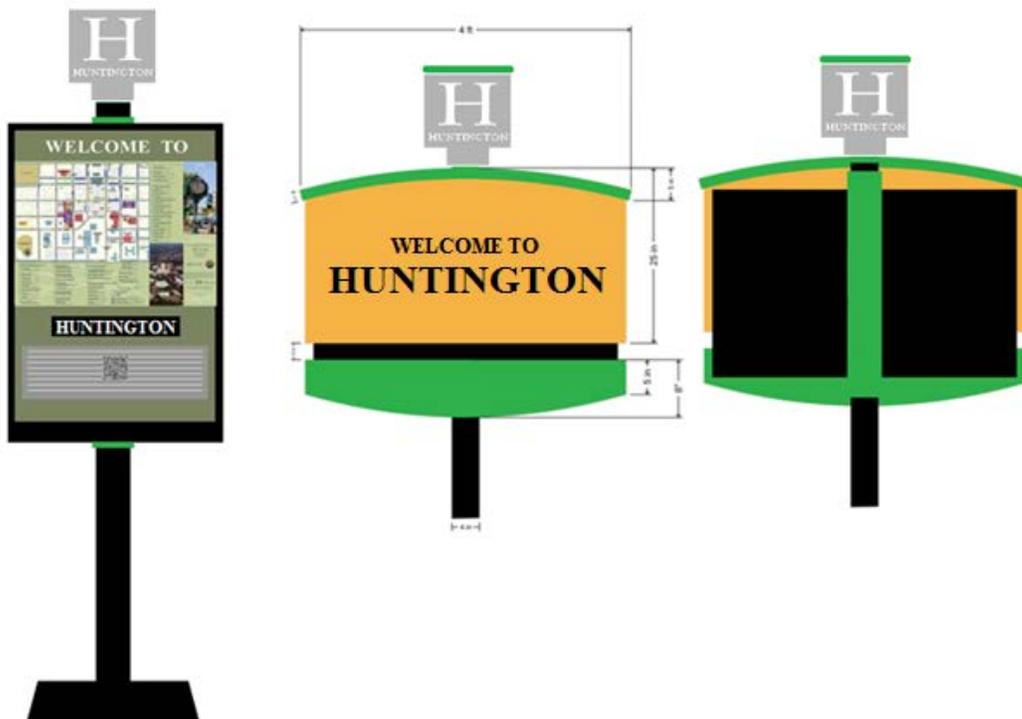
Existing Crosswalk @ Fred George Rd



Potential Crosswalk Improvement



PROJECT 5: Develop a wayfinding signage program to identify major destinations, demarcate a distinctive edge for the Huntington placemaking district and express its unique cultural identity



**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Update on the County Sustainability Program

| | |
|--|--|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship |
| Lead Staff/ Project Team: | Kathryn Ziewitz, Coordinator, Office of Sustainability |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status update on the County Sustainability Program.

Report and Discussion

Background:

The Office of Resource Stewardship provides the Board with regular updates on the County's Sustainability Program and activities. The reports contain a brief summary of community engagement and education efforts, and updates on major initiatives, both recently completed and pending. This status report reviews the activities from January 2013 through October 2013.

The following agenda items were submitted to the Board, concurrent with or since the January 29, 2013 status report was generated.

| Date | Title | Action |
|-----------|---|---|
| 1/29/2013 | Acceptance of Status Report on Community Garden Program and Adoption of Revised Policy No. 12-2, "Community Garden Policy" | The Board accepted the status report and approved the revised policy No. 12-2 |
| 6/18/2013 | Authorization to Negotiate an Agreement with Ygrene Energy Fund for Third-Party Administration of a Commercial PACE Program | The Board approved authorizing staff to negotiate and execute an agreement with Ygrene. |
| 7/9/2013 | Acceptance of Status Report on the Talla-Happy Sunflower Project | The Board accepted the status report. |
| 9/24/2013 | Consideration of Agreement with Marpan Recycling for Processing of Single-stream Recycling | The Board authorized staff to enter into an agreement with Marpan Recycling |

This status report identifies a number of activities (community garden program, sustainability outreach events, net-zero energy milestone, Commercial PACE, CNG vehicles) that are essential to the following FY2012 and FY2013 Strategic Initiatives that the Board approved at the January 29, 2013 meeting:

- Implement strategies to promote renewable energy and sustainable practices, including:
 - consider policy for supporting new and existing community gardens on County property and throughout the County (2012);
 - complete construction of the Leon County Cooperative Extension net-zero energy building (2012);
 - pursue opportunities to fully implement a commercial PACE program (2012); and,
 - further develop clean-green fleet initiatives (rev. 2013).
- Develop and implement strategies for 75% recycling goals by 2020, including: identify alternative waste disposal options.

These particular Strategic Initiatives align with the Board's Strategic Priorities – Environment and Quality of Life:

- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2)
- Educate citizens and partner with community organizations to promote sustainable practices. (EN3)
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including solar. (EN4)
- Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (Q5)

Analysis:

This report serves as a tool to keep the Board apprised of the success and efforts of the County's Sustainability Program. The status information is arranged within three primary categories: 1) Resource Conservation & Green House Gas Monitoring, 2) Policy & Program Administration, and, 3) Civic Engagement and Community Partnership.

1. Resource Conservation & Green House Gas Monitoring

The following are some initiatives taking place with the intent of energy and resource conservation.

- Net-Zero Milestone – In early April 2013, just after the one year anniversary of implementing alternative energy systems consisting of a 60-kW solar photovoltaic array and a geothermal heating and cooling system, Leon County Sustainable Demonstration Center at 615 Paul Russell Road achieved a “net zero energy” milestone. The benchmark means that the solar array produced, on an annual average, as much energy as the building the energy consumed over this time period. From January through October 2013, the solar array produced almost 60-megawatt hours of power, saving \$8,300 on utility expenses.
- Centralized Printing – The MIS department has adopted a centralized printing system throughout County workplaces that has reaped substantial sustainability benefits. Energy savings are being realized by keeping fewer printers operating and on standby power, and paper savings are accruing from centralized default duplex printing. The initiative is still in process.
- Workplace Sustainability Pilot – The Office of Sustainability is piloting County staff workplace sustainability training with a set of meetings involving the faculty and staff at Cooperative Extension. The objective of the workshops is to identify opportunities for reducing resource use on the job through individual practices and use of shared spaces. Extension faculty and staff are providing feedback on the training materials and accompanying food ware procurement guidelines developed for this project.

2. Policy & Program Administration

Various efforts have contributed to laying the foundation of the sustainability program that will guide the program goals and funding into the future.

- Commercial PACE– On June 18, 2013, the Board authorized staff to negotiate an agreement with Ygrene for third-party administration of a commercial PACE program. On September 10, 2013, the Board, acting in the capacity of the Leon County Energy Improvement District, ratified the actions previously taken on June 18, 2013. As a stipulation of the Request for Proposals (RFP), development and implementation of this program will not require any funding by Leon County. The County’s main role will be in helping to market the program, and once a loan is established, act as the conduit to place the repayment (through the non-ad valorem process) on the owner’s tax bill.

Upon completion of bond validation, emphasis will be placed on engagement with local contractors through local networks, educational events, and institutions. Numerous construction-related vendors will be registered, and effectively serve as part of the “sales force” of PACE ensuring greater awareness and participation of property owners. Contractors will receive training and support from Ygrene and will use a customized web portal. A multi-prong marketing effort will occur, including social media and direct mailing to potential program participants.

- Community Garden Policy – Consistent with the Community Garden Policy, in 2013, staff assisted citizens with development of a new County Community garden on County property and awarded grants to four new Stakeholder Community Gardens on non-County lands.

The new “Pumpkin Place Community Garden” has been approved and is under development in the Lake Jackson Heights neighborhood. The garden is sited on a County parcel, acquired under the Flooded Properties program, at the intersection of Harriet and Ruth Drives. More than a dozen gardeners are participating in this neighborhood garden, and a dedication ceremony for the garden is being planned. Facilities staff installed water lines and hose bibs at the garden, subsequent to the installation of a new water tap on Harriet Drive by Talquin Electric. Staff continues to work with citizens to develop this garden, as well as with others who have expressed interest in starting additional County Community Gardens. A small set of prime locations have been identified on County lands; including, sites on flooded properties, within Parks and Recreation lands, and at County facilities.

Since the last report, four grants have been awarded to support community gardens on non-County properties under the County Stakeholder Garden program, making a total of six gardens supported in FY 13. The new grantees were:

- Macon Community Garden, 322 Macon Road.
- Boys and Girls Club Garden, 306 Laura Lee Avenue.
- Sowing Seeds, Sewing Comfort Sanctuary Garden, 2001 West Orange Avenue.
- iGrow Dunn Street Youth Farm, 514 Dunn Street.

While each garden varies in its emphasis, all of them directly provide fresh produce to the community, often in areas lacking access to healthy fresh foods. They also educate people about how to grow food, provide healthy activities for youth, and provide focal points for positive community activities. Additional applications for Stakeholder gardens have already been received for FY 14.

Ongoing publicity efforts to promote the County's community gardening program have included sponsorship of informational "Let's Get Growing" workshops (three to date), which have been attended by approximately 80 people. In addition, blogs and articles published in the *Tallahassee Democrat* and on-line have publicized the garden program. Staff and the Fort Braden Garden Manager promoted the program in a March television appearance on WFSU's *Dimensions* talk show. Furthermore, staff has promoted the program at community expos including the Southside Community Health and Fitness Fair (April 14, 2013) and the Green Business Expo (April 23, 2013).

- Compressed Natural Gas (CNG) – Staff prepared a preferred purchase agreement with CNG vendor "NoPetro" and incorporated partial utilization of CNG vehicles (garbage trucks) as part of the transition to the new curbside solid waste contract. As a result, this agreement addresses standards for County fleet as well as the waste collection vendor.

3. Civic Engagement and Community Partnership

As a key resource for sustainable actions, both internally and in the community, the Office of Sustainability serves as a liaison to local, state, federal, and nonprofit groups. The Office collaborates with government entities, businesses, and individual citizens on a routine basis.

- Leadership Tallahassee – Key partnerships continue to be developed with the Chamber of Commerce through their Leadership Tallahassee and Youth Leadership programs. Staff developed the programming for Sustainability Day for Youth leadership in 2013 and will do so for the adult leadership group in 2014. Programming exposes participants to issues involving locally produced food, energy conservation, waste reduction, and balancing a sound environment.
- Community Carbon Fund – The Board awarded \$15,000 to this fund operated by the non-profit Sustainable Tallahassee. The CCF evaluated seven applications for energy conservation assistance received from non-profit community human-service organizations. Projects were funded for Elder Care Services (tankless gas water heaters), Refuge House (new efficient appliances, lighting, and thermostats), Boys and Girls Club (mini-split HVAC), and Big Bend Homeless Coalition (tankless gas water heaters). Expenditures were leveraged with rebates (totaling \$6,980) for a net outlay of \$16,662. The projects are projected to save the organizations more than \$5,080 annually, while reducing carbon emissions by 26.8 metric tons. The CCF was recognized as a Champion of Hope by the Big Bend Homeless Coalition on September 26, 2013.

- Eco-Teams – Staff has continued to provide leadership in the development and implementation of EcoTeams, an informal sustainability education program managed by the not-for-profit organization Sustainable Tallahassee. By spring 2013, five EcoTeams with 48 citizens had completed meetings. Additional EcoTeams have continued to form and meet through fall 2013. The project is supported with resources on the Sustainable Tallahassee website pertaining to energy, water, waste reduction, and transportation.

In conjunction with the EcoTeam program, staff assisted in organizing and presenting at seminars in spring 2013: “Understanding our local water world,” March 26, “Perspectives on reducing local waste,” April 9, and “A Look into Our Community's Energy Future,” April 23. More than 100 citizens in total attended these events.

- Message Mapping – Leon County staff was instrumental in convening an in-depth workshop among the partners and related public information staff belonging to the Capital Area Sustainability Council (CASC), including representatives from City of Tallahassee, FSU, Sustainable Tallahassee, and Leon County Schools. The workshop enabled partners to develop a common message for communicating sustainability in our community. The workshop provided educational value for County staff internally as well as creating goodwill among CASC partners.
- Portable County Exhibit – A portable exhibit has been completed that is being used for display at community outreach events. The eye-catching exhibit is made from re-used materials, including heavy-duty cardboard and a reclaimed 55-gallon barrel.
- FSU Department of Urban & Regional Planning Studio partnership – County staff often support community partners, including those institutions of higher education. A class of FSU graduate students from the Urban Planning Program developed a regional food assessment as part of their thesis project. County staff supported the research, and provided networking and professional development opportunities to the students. Additionally, the students held a community input session at the Leon County Main Library.
- Delivery of Books to Leon Libraries – The Office of Sustainability has provided 30 copies of the *Green Living Handbook* as a lending resource to assist residents seeking to adopt more sustainable practices. The books are available at all Leon County library branches and through the bookmobile.
- Talla-Happy Sunflowers – Staff assisted the ad hoc Talla-Happy Sunflowers organization, which emerged from the “For the Love of Cities” program co-sponsored by the County, and which is encouraging widespread planting of sunflowers across the County. Volunteers distributed more than 8,000 packets of seeds at Springtime Tallahassee, and marched alongside the County float. County staff placed sunflower plantings at various County parks and community centers.
- Growing Green Newsletter – Newsletters are being disseminated four times per year. To date, two issues have been distributed by email to County employees and citizens, with 1,537 current subscribers. The newsletters inform citizens about County events, inspire adoption of sustainability practices, and encourage citizens to recreate at outdoor County facilities.

- Southside Community Health and Fitness Fair – Staff participated in the 4th annual fair held April 14 at the North Florida Fairgrounds and promoted the County’s Community Garden program.
- “Community Matters: Topics of Interest for a Sustainable Community” Programs – Sustainability staff launched a program in conjunction with Leon Libraries that focuses on topics of local interest using local speakers. Programs are being hosted at two library locations per quarter in January, April, July, and October. Talks to date have been: “Growing Native Wildflowers and Sunflowers,” “Capture the Light: Energy Efficient Lighting Options for Residents” and “Trailhassee.”
- Green Business Expo – The Office of Sustainability exhibited at the Green Business Expo April 23 at Tallahassee Community College and interacted with high school and college students as well as local entrepreneurs.
- Presentations to Groups – Staff presented programs about County sustainability topics to the Kiwanis Club in June, Tallahassee Community College’s Clean Energy Summer Camp in July, and to the Capital Rotary Club in September.
- New Leaf Farm Tour – The Office of Sustainability partnered with Leon County Extension to present a comprehensive, hands-on composting display at Turkey Hill Farm as part of the annual farm tour. Approximately 100 citizens visited to learn about composting kitchen and yard waste.
- CNG Symposium – Led by Leon County Schools, a Compressed Natural Gas Showcase and Symposium took place in Tallahassee November 6, 2013. Nearly 150 participants came from across Florida to learn about the local success in expanding access to CNG. Leon County was a sponsor and participated in a panel discussion highlighting the progressive acts taken by the County in pursuit of alternative fuels.

The progress of these initiatives will continue to be highlighted through routine status reports to the Board.

Options:

1. Accept the status update on the County Sustainability Program.
2. Do not accept the status update on the County Sustainability Program.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to Sandco, Inc. in the Amount of \$1,774,344 for the Construction of the Killearn Lakes Unit 3 Drainage Improvement Projects

| | |
|---|--|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Tony Park, P.E., Director of Public Works and Community Development Katherine Burke, P.E., Director of Engineering Services |
| Lead Staff/ Project Team: | Kimberly Wood, P.E., Chief of Engineering Coordination Felton Ard, P.E., Senior Design Engineer Shelly Kelley, Director of Purchasing Shanea Wilks, Director of Minority, Women and Small Business Enterprise |

Fiscal Impact:

This item has been budgeted and adequate funding is available in the FY 2013/2014 Capital Improvement Program budget.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Sandco, Inc. in the amount of \$1,774,344 for the construction of the Killearn Lakes Unit 3 Drainage Improvement Projects (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

The original stormwater management concept for Killearn Lakes was for “Sheet Flow” from the road right-of-ways and lots to be conveyed to the extensive greenspaces and ultimately, into the lakes/stormwater facilities. Over the years, the greenspaces have been left in their natural state and trash, underbrush, and deadfall have impeded stormwater flows. The proposed project is to clean up and enhance the greenspaces, such that they will function as originally intended for stormwater treatment and flood control. Due to the amount of greenspaces needing to be improved and limited funding, the project was phased to focus first on the primary drainage ways in Units 1, 2, and Southbrook/Unit 3.

Southbrook/Unit 3 consists of the following:

- The Southbrook Floodplain Enhancement Project is one of the Capital Improvement projects authorized by the Board for Flood Mitigation and Stormwater Improvements in Killearn Lakes Subdivision at the February 12, 2009 Board meeting. The project involved the acquisition of two flooded homes to be utilized with the adjacent greenways to create approximately 11 acres of flood storage. The proposed improvements consist of the creation of an upstream wetland storage area, improving the bottom width and slope of approximately 2,200 feet of existing natural channel, and the dredging and expansion of an existing pond area adjacent of Chadwick Way. The expected work will include clearing and grubbing of approximately 10 acres, removal of sediment buildup and expansion of an existing pond area, and replanting/landscaping of disturbed areas.
- The remaining work in Unit 3 is an extension of the Southbrook project by creating positive drainage ways through the upstream greenways in Unit 3. The proposed work includes:
 - cleaning out underbrush, deadfall, and trash;
 - removing sediments that have built up in existing channels and restoring them such that they can provide effective conveyance of stormwater;
 - repairing existing conveyance systems, such as curbs and swales, utilizing berms and swales to redirect stormwater to the greenspaces and safely pass it through the subdivision;
 - enhancing the greenspaces by removal of dead and invasive vegetation and replanting with native species; and,
 - cleaning of the greenspaces will also reduce the risk of fire while enhancing wildlife habitat.

Analysis:

The Invitation to Bid for the Killearn Lakes Unit 3 improvements was advertised locally on September 11, 2013. A total of 344 vendors were notified through the automated procurement system. Twenty-eight vendors requested bid packages and the County received three bids on October 15, 2013. The three bidders were: Sandco, Inc., Allen’s Excavation, Inc., and North Florida Asphalt, Inc.

The lowest responsive bidder is Sandco, Inc. for a total bid price of \$1,774,344 (Attachment #2). The following is a table summarizing the bids.

| Company | Total |
|-----------------------------|--------------|
| Sandco, Inc. | \$1,774,344 |
| Allen's Excavation, Inc. | \$1,783,839 |
| North Florida Asphalt, Inc. | \$2,100,848 |

The M/WSBE Division reviewed the M/WBE participation plans for the three bids to determine if the Aspirational Targets, of 17% MBE and 9% WBE, for this project were met (Attachment #3). All bidders either met or exceeded the Aspirational Targets.

Options:

1. Approve the Agreement awarding bid to Sandco, Inc. in the amount of \$1,774,344 for the construction of the Killearn Lakes Unit 3 Drainage Improvement Projects (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Sandco, Inc. in the amount of \$1,774,344 for the construction of the Killearn Lakes Unit 3 Drainage Improvement Projects.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement with Sandco, Inc.
2. Bid Tabulation Sheet
3. M/WSBE Analysis

VSL/TP/KB/KW/ns

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 SANDCO, 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 Killlearn lakes Unit 3 Drainage Improvements in accordance with: 1) Killlearn lakes Unit 3 Drainage Improvements, Bid# BC-10-15-13-02 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 three hundred and sixty five (365) 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 an amount set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

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 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 Rd
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.

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 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).

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 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.

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. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. 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).
- b. 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.
- c. 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.
 - 1) 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.
 - 2) 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.
- d. 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.
- e. 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.

21. 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.

22. 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.

23. 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.

24. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

26. 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 Solicitation
- Exhibit B - Contractors response
- Exhibit C - Tab Sheet

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

BY: _____ WITNESS: _____
President

DATE: _____ WITNESS: _____

(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

draft

Bid Title: Killearn Lakes Unit 3 Drainage Improvements
Bid No: BC-10-15-13-02
Opening Date: October 15, 2013 at 2:00PM
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-10-15-13-02
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: Killearn Lakes Unit 3 Drainage Improvements
Bid No: BC-10-15-13-02
Opening Date: October 15, 2013 at 2:00PM

PURPOSE:

The County is seeking a qualified vendor to perform drainage improvements on projects in Killearn Lakes Unit 3 subdivision. There are two basic areas and they are to be bid and priced out separately as can be seen on the pricing sheets and separation of plans: However, the project shall be awarded in whole (both areas) to the lowest overall responsive/responsible bidder. Therefore, there is only one mobilization noted for both projects as we expect them to be conducted simultaneously. The work contained within both areas is to construct/reconstruct stormwater management conveyances, a wetland storage area, and associated work.

Killearn Lakes: The original concept for Killearn Lakes was for "Sheet Flow" from the road right of ways and lots to be conveyed to the extensive Green Spaces and ultimately the stormwater would be conveyed into the lakes/stormwater facilities. Over the years the Green Spaces have been left to revert back to a natural state. Trash, underbrush, deadfall and sedimentation have impeded the conveyance of stormwater flows. The proposed project is to clean up and enhance the Green Spaces such that they will function as originally intended for stormwater conveyance and flood control. The expected work will include removal of underbrush, deadfall, and trash, removal of sediment build up in existing channels, reconstruction of defined swales, repairing existing drainage structures (i.e. pipes, curbing, swales, etc.), installation of berms and pipes, stabilization of eroded ditch sections with sandbags, invasive/exotic plant removal, and replanting/landscaping of disturbed areas.

The proposed work is located in the greenways and public rights of way in Unit 3 of the Killearn Lakes Subdivision, Sections 4 & 5 of Township 2 North, Range 1 East and Section 33 of Township 3 North, Range 1 East in Leon County, Florida.

Southbrook Floodplain Enhancement: The proposed improvements consist of the creation of an upstream wetland storage area, improving the bottom width and slope of approximately 2200 feet of existing natural channel, and the dredging and expansion of an existing pond area adjacent to Chadwick Way. The expected work will include clearing and grubbing of approximately 10 acres, removal of sediment build up and expansion of an existing pond area, and replanting/landscaping of disturbed areas.

The proposed work is located in the greenways and public rights of way in Unit 3 of the Killearn Lakes Subdivision, Section 5 of Township 2 North, Range 1 East and Section 32 of Township 3 North, Range 1 East in Leon County, Florida.

Plans, specifications, and attachments may be found on Leon County Purchasing website at:
www.leoncountyfl.gov/purchasing.

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>

Bid Title: Killearn Lakes Unit 3 Drainage Improvements
Bid No: BC-10-15-13-02
Opening Date: October 15, 2013 at 2:00PM

| Table 1 - Schedule of Events | |
|--|---|
| Date and Time (all eastern time) | Event |
| September 11, 2013 | Release of the ITB |
| October 2, 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: October 4, 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: October 15, 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
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.

Bid Title: Killearn Lakes Unit 3 Drainage Improvements
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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.

CONTRACTOR'S QUALIFICATIONS

All Contractors used on the project shall possess a current and valid FDOT Certificate of Qualifications for the type of work they shall provide. 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

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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.

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

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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

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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

Bid Title: Killlearn Lakes Unit 3 Drainage Improvements

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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 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.

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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 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

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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 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

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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

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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 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.

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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.

(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 three hundred and sixty five (365) 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 an amount set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

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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 diagramed 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:

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- 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 TO THE GENERAL CONTRACTOR (PW construction)

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.

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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

The 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.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

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 noted or attached 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.

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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.
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

1.1 KILLEARN LAKES DRAINAGE UNIT 3

The proposed work is located in the greenways and public rights of way in Unit 3 of the Killearn Lakes Subdivision, Sections 4 & 5 of Township 2 North, Range 1 East and Section 32 and 33 of Township 3 North, 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, 2010 Edition and all supplemental documents thereto.
- 2.2 FDOT Roadway and Traffic Design Standards, 2010 Edition.
- 2.3 Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010. (See attachments.)
- 2.4 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.

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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.

3. MANDATORY PREBID CONFERENCE

Contractors are required to attend the pre-bid conference and the subsequent onsite visit to be qualified for bidding. The date of pre-bid conference is noted earlier in this document.

4. SPECIAL PROVISIONS

4.1 An allowance of 365 calendar days has been set for the completion of this Contract, including utility coordination and relocation.

Contractor shall invite all utilities involved in this project to attend the pre-construction conference. The contractor will be responsible for coordinating any Utility Relocations

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/permits_forms.htm.

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department.

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, 2010 Edition.

4.4 The contractor will be responsible for construction layout and surveying, including providing Record Drawings at the end of the job. Pay items are provided.

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. The Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain a temporary staging area permit from the Department of Development Support and Environmental Management.

The contractor shall remove all equipment from the roadway and the shoulder during non-working hours to ensure the least practicable interference with traffic and pedestrians. The contractor is to provide the area for storing equipment.

4.7 Within 15 days after the contract has been awarded, the contractor shall submit to the engineer or his designee a working schedule for the project showing in detail the working day on which he expects to begin and complete each of the various major items of the work to be performed.

4.8 A copy of the permits are included in this bid as attachments, except the NPDES Permit referenced as the Contractors responsibility above in Section 4.2) to Contractors as soon as they are approved. Contractor is also responsible to ensure all construction activities comply with the permit requirements. Please see "Special Conditions" of all permits, as these conditions may affect means/methods of work.

4.9 Dewatering:

a. If pumping is necessary for dewatering, the contractor shall use biodegradable fluids to prevent potential pollution.

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- b. Best management practices shall be followed, and all dewatering measures shall be approved by the County environmental inspector.
 - c. Contractor shall check with NFWWMD for potential permit requirements at (850)921-2986.
 - d. Contractor shall also comply with the directions given by the County environmental inspectors.
- 4.10 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.
- 4.11 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.
- 4.12 The Contractor shall coordinate with the School Board before and during construction.
- 4.13 Working hours will normally be from 9:00 a.m. to 5:00 p.m., Monday through Friday, however, upon request of the contractor, the engineer or his designee, may consider an alternative to these working hours based on the time of the year, site, weather, and traffic conditions.
- 4.14 Obstructions and barricades shall be lighted at night and such lights shall be kept burning from sunset to sunrise. All such signing and traffic control within the limits of the project shall be done in accordance with the engineer or his designee, applicable OSHA regulations and MUTCD
- 4.15 The Contractor shall provide two weeks advanced notice to Leon County Public Works Department for any planned road closure.
- 4.16 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
- 4.17 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.

5. ATTACHMENTS

- | | |
|---------------|--|
| Attachment #1 | Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010 |
| Attachment #2 | Permitted Construction Plans for Killearn Lakes Drainage Project Phase 1b Unit 3 |
| Attachment #3 | Killearn Lakes Drainage Unit 3 Pay Item Sheet. |
| Attachment #4 | Leon County Environmental Management Permit |
| Attachment #5 | NFWWMD ERP Permit |
| Attachment #6 | Construction Plans for Southbrook |
| Attachment #7 | Pay Item Sheet, Southbrook |

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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
- FDOT Certifications as required

draft

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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 _____
(Firm Name)

BY _____
(Authorized Representative)

_____ (Printed or Typed Name)

ADDRESS _____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Total from Unit 3 _____

Total from Southbrook _____

Overall Total: _____

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**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.**

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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) | 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: Killearn Lakes Unit 3 Drainage Improvements
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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: Killlearn Lakes Unit 3 Drainage Improvements**Bid No: BC-10-15-13-02****Opening Date: October 15, 2013 at 2:00PM****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. | | | | | |
| Total Bid Amount \$ | | Total MWBE Participation \$ | | | MBE Participation % WBE Participation % (<u>MBE or WBE Participation \$</u> Total Bid \$) |
| 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. | | | | | |

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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. | | | | |

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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: _____

draft

Bid Title: Killearn Lakes Unit 3 Drainage Improvements
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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: Killlearn Lakes Unit 3 Drainage Improvements
Bid No: BC-10-15-13-02
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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)

| | | | |
|--|---------------------------|--|---------------------------|
| | Sole Proprietorship | | Limited Liability Company |
| | General Partnership | | Joint Venture |
| | Limited Partnership | | Trust |
| | Corporation | | Other (specify) |
| | 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 |
|------|-------|-----------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

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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: | |
| 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 |
|--|--|---|

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| | | |
|--|--|---|
| | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If yes, please provided detailed information on reverse)</i></p> | <p>your subcontractors or suppliers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If yes, please provided detailed information on reverse)</i></p> |
|--|--|---|

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: _____

draft

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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) (State or Province)

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: Killearn Lakes Unit 3 Drainage Improvements
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COMPLIANCE WITH THE TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Trench Safety Act. The Contractor shall comply with all of the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, laws of Florida). The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act. Additionally, the Contractor is required to break out the costs for complying with the Florida Trench Safety Act.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 01, 1990. The bidder further identifies the costs to be summarized below:

| | Trench Safety Measure (Description) | Units of Measure (LF, SY) | Unit (Quantity) | Unit Cost | Extended Cost |
|----|--|---------------------------------|--------------------|-----------|------------------|
| A. | _____ | _____ | _____ | _____ | _____ |
| B. | _____ | _____ | _____ | _____ | _____ |
| C. | _____ | _____ | _____ | _____ | _____ |
| D. | _____ | _____ | _____ | _____ | _____ |
| | | | | TOTAL \$ | _____ |

DATE _____, 20__

Official Address
(including Zip Code)

By: _____

(TITLE)

ATTACH AND INCLUDE THIS PAGE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

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**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: Killearn Lakes Unit 3 Drainage Improvements
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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.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

DATE _____

Bid Title: Killearn Lakes Unit 3 Drainage Improvements
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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____
 this _____

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

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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

draft

Bid Title: Killearn Lakes Unit 3 Drainage Improvements
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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.

Sandco, Inc.
(Firm Name)

BY 
(Authorized Representative)

Behzad Ghazvini
(Printed or Typed Name)

ADDRESS 4708 Capital Circle NW
Tallahassee, FL 32303

EMAIL ADDRESS sghazvini@sandcofl.com

TELEPHONE 850-402-1111

FAX 850-402-7674

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 10/7/2013 Initials BG

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Total from Unit 3 \$ 700,893.75

Total from Southbrook \$1,073,450.00

Overall Total: \$1,774,343.75

SOUTHBROOK FLOODPLAIN ENHANCEMENTS PROJECT
PAY ITEMS

| ITEM NUMBER | SUMMARY OF ROADWAY ITEMS ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|-------------|--|------|----------|-----------|---------------|
| 0102 1 | MAINTENANCE OF TRAFFIC | LS | 1 | 10000 | \$ 10,000.00 |
| 0104 10 3 | SEDIMENT BARRIER | LF | 10,000 | 5 | \$ 50,000.00 |
| 0104 11 | FLOATING TURBIDITY BARRIER | LF | 70 | 25 | \$ 1,750.00 |
| 0104 15 | SOIL TRACKING PREVENTION DEVICE | EA | 3 | 2000 | \$ 6,000.00 |
| 0110 1 1 | CLEARING AND GRUBBING | LS | 1 | 77000 | \$ 77,000.00 |
| 0120 4 | SUBSOIL EXCAVATION | CY | 2,000 | 25 | \$ 50,000.00 |
| 0120 5 | CHANNEL EXCAVATION | CY | 22,000 | 15.25 | \$ 335,500.00 |
| 0120 6 | EMBANKMENT | CY | 500 | 10 | \$ 5,000.00 |
| 0430 94 5 | DESILTING PIPE 61" OR GREATER | LF | 150 | 50 | \$ 7,500.00 |
| 0430 950 | DESILTING CONCRETE BOX CULVERT | CY | 107 | 50 | \$ 5,350.00 |
| 0530 3 3 | RIP RAP, RUBBLE, BANK AND SHORE | TN | 2,570 | 80 | \$ 205,600.00 |
| 0570 1 1 | PERFORMANCE TURF | SY | 43,300 | 0.5 | \$ 21,650.00 |
| 0570 1 2 | PERFORMANCE TURF, CENTIPEDE | SY | 3,000 | 3 | \$ 9,000.00 |
| 0571 1 11 | PLASTIC EROSION MAT (NAG C125 O/E) | SY | 29,000 | 1.25 | \$ 36,250.00 |
| 0571 1 13 | PLASTIC EROSION MAT (NAG C350 O/E) | SY | 13,400 | 4 | \$ 53,600.00 |
| 0580 1 2 | LANDSCAPE COMPLETE | LS | 1 | 64000 | \$ 64,000.00 |
| 7000 1 | TREE BARRICADES | LF | 5,000 | 6.5 | \$ 32,500.00 |
| 8000 1 | CONCRETE ENCASE EXISTING 4" PVC SEWER (B/CD-1) | LF | 375 | 75 | \$ 28,125.00 |
| 8000 2 | CONCRETE ENCASE EXISTING 8" PVC SEWER (B/CD-1) | LF | 595 | 75 | \$ 44,625.00 |
| 9000 1 | SURVEY | LS | 1 | 30000 | \$ 30,000.00 |

GRAND TOTAL \$ 1,073,450.00

**BID FORM
KILLEARN LAKES GREENWAYS
PHASE 1b-Unit 3**

| ITEM DESCRIPTION | ITEM # | UNIT | QUANTITY | UNIT PRICE | EXT TOTAL |
|---|-------------|-------|----------|--------------|---------------|
| TRAFFIC | | | | | |
| Mobilization | 101-1 | LS | 1 | \$ 57,300.00 | \$ 57,300.00 |
| Maintenance of Traffic | 102-1 | LS | 1 | \$ 10,000.00 | \$ 10,000.00 |
| EROSION CONTROL | | | | | |
| Sediment Barrier (Staked Type IV Silt Fence w/ Hay Bales) | 104-10-3 | LF | 6,858 | \$ 6.00 | \$ 41,148.00 |
| Sediment Barrier (Staked Hay Bales in swales) | 104-10-3 | LF | 1,600 | \$ 8.00 | \$ 12,800.00 |
| Soil Tracking Prevention Devices | 104-16 | EA | 6 | \$ 1,750.00 | \$ 10,500.00 |
| Tree Protection Barricades at Limits of Construction | LC-010 | LF | 7,818 | \$ 6.50 | \$ 50,817.00 |
| DEMOLITION | | | | | |
| Clearing and Grubbing | 110-1-1 | LS/AC | 2,140 | \$ 15,000.00 | \$ 32,100.00 |
| Regular Excavation (Swales) | 120-1 | LS | 1 | \$ 51,100.00 | \$ 51,100.00 |
| Embankment (Compacted Fill for Berms) | 120-8 | LS | 1 | \$ 37,500.00 | \$ 37,500.00 |
| CONCRETE | | | | | |
| Pavement Replacement for Pipe Installation | 285 & 337 | EA | 4 | \$ 5,000.00 | \$ 20,000.00 |
| Concrete Pavement (Concrete Flumes) | 350-2-1 | SY | 22 | \$ 200.00 | \$ 4,400.00 |
| Concrete Endwalls (for single 18" pipe) | 400-1-2 | CY | 6,400 | \$ 1,500.00 | \$ 9,600.00 |
| PIPE | | | | | |
| 30" Reinforced Concrete Pipe | 430-174-130 | LF | 402 | \$ 150.00 | \$ 60,300.00 |
| 30" MES | 430-982-133 | EA | 8 | \$ 1,500.00 | \$ 12,000.00 |
| RipRap Sand Cement (Ditch Paving) | 530-1 | CY | 31 | \$ 1,000.00 | \$ 31,000.00 |
| CONSTRUCTION | | | | | |
| Invasive / Exotic Species Removal | LC-001 | LS/AC | 10,800 | \$ 10,000.00 | \$ 108,000.00 |
| Existing structures to be relocated (fencing, playhouse, etc.) | LC-002 | LS | 1 | \$ 25,000.00 | \$ 25,000.00 |
| Construction Layout / Surveying (staking limits of const., etc) | LC-003 | LS | 1 | \$ 30,000.00 | \$ 30,000.00 |
| Tree Millgation | LC-004 | EA | 16 | \$ 1,500.00 | \$ 24,000.00 |
| LANDSCAPING | | | | | |
| Performance Turf (Sod) | 570-1-2 | SY | 3,300 | \$ 3.00 | \$ 9,900.00 |
| Plastic Filter Fabric, Stabilization (Turf Reinforcement Mat) | 571-1-11 | SY | 6,000 | \$ 4.25 | \$ 25,500.00 |
| Shrubs (all shall be 1 gal.): | 580-1-1 | | | | |
| Beautyberry | | EA | 60 | \$ 6.50 | \$ 325.00 |
| Cherokee Bean | | EA | 41 | \$ 6.25 | \$ 215.25 |
| Witch-hazel | | EA | 16 | \$ 7.00 | \$ 112.00 |
| Inkberry | | EA | 53 | \$ 6.75 | \$ 357.75 |
| Yaupon Holly | | EA | 53 | \$ 6.75 | \$ 357.75 |
| Darrow's Blueberry | | EA | 33 | \$ 7.00 | \$ 231.00 |
| Shiny Blueberry | | EA | 33 | \$ 7.00 | \$ 231.00 |
| Southern Arrowwood | | EA | 51 | \$ 7.00 | \$ 357.00 |
| Inkberry | | EA | 31 | \$ 7.00 | \$ 217.00 |
| Virginia-willow | | EA | 26 | \$ 7.50 | \$ 195.00 |
| Wax Myrtle | | EA | 31 | \$ 6.50 | \$ 201.50 |
| Highbush Blueberry | | EA | 30 | \$ 7.00 | \$ 210.00 |
| Southern Arrowwood | | EA | 23 | \$ 7.00 | \$ 161.00 |
| Small Viburnum | | EA | 23 | \$ 7.00 | \$ 161.00 |
| Groundcover, Vines, and Ferns (all shall be 1 gal.): | 580-1-1 | | | | |
| Pink Muhly | | EA | 266 | \$ 5.40 | \$ 1,436.40 |
| Purple Lovegrass | | EA | 266 | \$ 5.60 | \$ 1,489.60 |
| Carolina Jasmine | | EA | 33 | \$ 7.00 | \$ 231.00 |
| Coral Honeysuckle | | EA | 33 | \$ 7.00 | \$ 231.00 |
| Adam's Needle | | EA | 66 | \$ 5.50 | \$ 363.00 |
| Southern Woodfern | | EA | 33 | \$ 7.25 | \$ 239.25 |
| Switchgrass | | EA | 100 | \$ 5.50 | \$ 550.00 |
| Soft Rush | | EA | 100 | \$ 6.00 | \$ 600.00 |
| Cinnamon Fern | | EA | 100 | \$ 7.90 | \$ 790.00 |
| Wildflowers (all shall be 1 gal.): | 580-1-1 | | | | |
| Swamp Sunflower | | EA | 41 | \$ 5.25 | \$ 215.25 |
| Blue Flag Iris | | EA | 41 | \$ 6.75 | \$ 276.75 |
| Blazingstar | | EA | 41 | \$ 5.25 | \$ 215.25 |
| Cardinal Flower | | EA | 41 | \$ 9.00 | \$ 369.00 |
| Wildflower (seed): | 580-1-1 | | | | |
| Lanceleaf Coreopels | | SY | 4,000 | \$ 0.50 | \$ 2,000.00 |
| Drummond Phlox | | SY | 2,000 | \$ 0.65 | \$ 1,300.00 |
| Carpetgrass | | SY | 1,000 | \$ 0.55 | \$ 550.00 |

**BID FORM
KILLEARN LAKES GREENWAYS
PHASE 1b-Unit 3**

| | | | | | | |
|---|---------|----|-----|----|--------|-------------|
| Trees (all shall be 15 gal. or 1" cal.) | 580-1-2 | | | | | |
| Flowering Dogwood | | EA | 3 | \$ | 125.00 | \$ 375.00 |
| Persimmon | | EA | 6 | \$ | 175.00 | \$ 1,050.00 |
| Redbud | | EA | 3 | \$ | 105.00 | \$ 315.00 |
| Pignut Hickory | | EA | 6 | \$ | 100.00 | \$ 600.00 |
| Yaupon Holly | | EA | 3 | \$ | 90.00 | \$ 270.00 |
| Sweetgum | | EA | 3 | \$ | 95.00 | \$ 285.00 |
| Southern Magnolia | | EA | 6 | \$ | 105.00 | \$ 630.00 |
| Black Gum | | EA | 6 | \$ | 120.00 | \$ 720.00 |
| Longleaf Pine | | EA | 6 | \$ | 90.00 | \$ 540.00 |
| Chickasaw Plum | | EA | 6 | \$ | 120.00 | \$ 720.00 |
| Live Oak | | EA | 6 | \$ | 110.00 | \$ 660.00 |
| Sassafras | | EA | 6 | \$ | 140.00 | \$ 840.00 |
| Florida Maple | | EA | 5 | \$ | 130.00 | \$ 650.00 |
| Stiff Cornel Dogwood | | EA | 3 | \$ | 175.00 | \$ 525.00 |
| Loblolly Bay | | EA | 3 | \$ | 120.00 | \$ 360.00 |
| Silverbell | | EA | 4 | \$ | 120.00 | \$ 480.00 |
| Dahoon Holly | | EA | 2 | \$ | 110.00 | \$ 220.00 |
| Sweetgum | | EA | 3 | \$ | 95.00 | \$ 285.00 |
| Sweet-bay | | EA | 5 | \$ | 95.00 | \$ 475.00 |
| Swamp Tupelo | | EA | 4 | \$ | 115.00 | \$ 460.00 |
| River birch | | EA | 3 | \$ | 110.00 | \$ 330.00 |
| Mulch for Tree and Shrub Plantings | | CY | 66 | \$ | 65.00 | \$ 3,630.00 |
| Mulch for Tree Protection (areas between T.O.B. & L.O.C.) | | CY | 233 | \$ | 40.00 | \$ 9,320.00 |

| | | | | | | |
|-------------------------|--|--|--|--|--|----------------------|
| ESTIMATE OF COST | | | | | | \$ 700,893.75 |
|-------------------------|--|--|--|--|--|----------------------|

draft

Bid Title: Killearn Lakes Unit 3 Drainage Improvements
Bid No: BC-10-15-13-02
Opening Date: October 15, 2013 at 2:00PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Sandco, 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 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 N/A

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: Killearn Lakes Unit 3 Drainage Improvements

Bid No: BC-10-15-13-02

Opening Date: October 15, 2013 at 2:00PM

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: Killlearn Lakes Unit 3 Drainage Improvements
Bid No: BC-10-15-13-02
Opening Date: October 15, 2013 at 2:00PM

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. Florida Developers | 642 W. Brevard St. Tallahassee, FL 32304 | (850) 224-6002 | B | \$301,640.00 | Clearing, Hauling, Excavation |
| b. Persica Landscaping | 1703 Baum Road Tallahassee, FL 32317 | (850) 422-0002 | F | \$159,700.00 | Landscaping |
| c. | | | | | |
| d. | | | | | |
| e. | | | | | |
| Total Bid Amount \$ 1,774,343.75 | | Total MWBE Participation \$ 461,340.00 | | | MBE Participation % 17% WBE Participation % 9% (MBE or WBE Participation \$ Total Bid \$) |
| 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. | | | | | |



This certifies that

FLORIDA DEVELOPERS, INC.

*is recognized as a
Minority/Women-Owned Business Enterprise
under the
City of Tallahassee and Leon County
Consortium Interlocal Agreement*

For a period of one (1) year beginning:

JULY 9, 2013 TO JULY 30, 2014


MBE Administrator


Certification Specialist



This certifies that

PERSICA LANDSCAPING CO., INC.

is recognized as a

Minority/Women-Owned Business Enterprise

under the

*City of Tallahassee and Leon County
Consortium Interlocal Agreement*

For a period of one (1) year beginning:

FEBRUARY 25, 2013 TO FEBRUARY 28, 2014


MBE Administrator


Certification Specialist

Bid Title: Killlearn Lakes Unit 3 Drainage Improvements
Bid No: BC-10-15-13-02
Opening Date: October 15, 2013 at 2:00PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

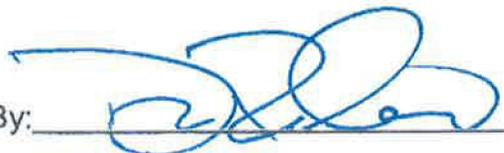
| Non-MBE and WBE Intended Utilization | | | | |
|---|--|-----------------------|----------------------------|-----------------------------------|
| Firm's Name | Firm's Address | Firm's Phone # | Total Dollar Amount | Type of Service to Provide |
| a. Armstrong Tree Services | 4426 Rabbit Pond Road Tallahassee, FL 32309 | (850) 893-3318 | \$10,000.00 | Arborist & Tree Removal Service |
| b. Acme Barricades | 9800 Normandy Blvd. Jacksonville, FL 32221 | (850) 766-5877 | \$2,000.00 | Maintenance of Traffic |
| c. | | | | |
| d. | | | | |
| e. | | | | |
| f. | | | | |
| g. | | | | |
| h. | | | | |
| i. | | | | |

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-10-15-13-02**

Bid Title: Killlearn Lakes Unit 3, Drainage Improvements

Opening Date: Tuesday, October 15, 2013 at 2:00 PM

| Item/Vendor | <i>Sandco</i> | <i>Allen's Excavation</i> | <i>N. Fla. Asphalt</i> |
|-----------------------------|------------------------|---------------------------|------------------------|
| Manual Signature | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Addendum #1 | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Affidavit of Immigration | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| MWSBE | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Tie Bid | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Contractor Business | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Non-Collusion | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Insurance | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Certificate Debarment | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| FDOT Cert | <i>NO</i> | <i>yes</i> | <i>yes</i> |
| Bid Bond | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Bid Total Unit 3 | \$ 700,893.75 | \$ 578,468.33 | \$ 761,800.00 |
| Bid Total Southbrook | \$ 1,073,450.00 | \$ 1,205,370.00 | \$ 1,339,048.00 |
| Overall Total | \$ 1,774,343.75 | \$ 1,783,838.33 | \$ 2,100,848.00 |
| No Bid Document | | | |

Tabulated By: 


 Posted at 11:00 a.m. on November 8, 2013

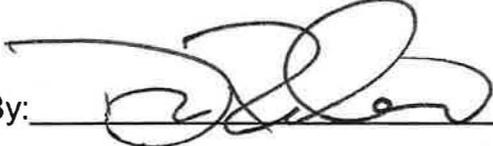
**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-10-15-13-02**

Attachment #2
 Page 1 of 1

Bid Title: Killlearn Lakes Unit 3, Drainage Improvements

Opening Date: Tuesday, October 15, 2013 at 2:00 PM

| Item/Vendor | <i>Sandco</i> | <i>Allen's Excavation</i> | <i>N. Fla. Asphalt</i> |
|-----------------------------|------------------------|---------------------------|------------------------|
| Manual Signature | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Addendum #1 | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Affidavit of Immigration | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| MWSBE | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Tie Bid | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Contractor Business | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Non-Collusion | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Insurance | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Certificate Debarment | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| FDOT Cert | <i>NO</i> | <i>yes</i> | <i>yes</i> |
| Bid Bond | <i>yes</i> | <i>yes</i> | <i>yes</i> |
| Bid Total Unit 3 | \$ 700,893.75 | \$ 578,468.33 | \$ 761,800.00 |
| Bid Total Southbrook | \$ 1,073,450.00 | \$ 1,205,370.00 | \$ 1,339,048.00 |
| Overall Total | \$ 1,774,343.75 | \$ 1,783,838.33 | \$ 2,100,848.00 |
| No Bid Document | | | |

Tabulated By: 



BOARD OF COUNTY COMMISSIONERS

Inter-Office Memorandum

Date: October 15, 2013

To: Kim Wood, Chief of Engineering Coordination
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 Killlearn Lakes Unit 3, Drainage Improvements Project
(BC-10-15-13-02)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the M/WBE Participation Plans for three (3) firms to determine if the 17% MBE and 9% WBE Aspirational Targets were achieved for the Killlearn Lakes Unit 3, Drainage Improvements Project. **Sandco, Inc., Allen's Excavation, and North Florida Asphalt, Inc.** met the M/WBE Aspirational Targets for this project; therefore, the Good Faith Effort Form is not required.

The submitted M/WBE Participation Plans for each bidder is as follows:

Sandco, Inc. met the M/WBE aspirational targets in their bid submission. The M/WBE firms listed below are the firms **Sandco, Inc.** intends to utilize on this project.

| Total Bid Amount | \$1,774,343.75 | | | | |
|---|-----------------------|---------------------|---------------------------------|---------------|-------------------|
| Name of M/WBE | Race/Gender | Certifying Agency | Goods & Services | M/WBE Dollars | M/WBE Utilization |
| Florida Developers, Inc. | African American Male | City of Tallahassee | Clearing, Hauling, & Excavation | \$301,640.00 | 17% |
| Persica Landscaping Co., Inc. | Non-Minority Female | City of Tallahassee | Landscaping | \$159,700.00 | 9% |
| Total M/WBE Dollars | | | | \$461,340.00 | |
| Total M/WBE Utilization Percentage | | | | | 26% |

Allen's Excavation met the M/WBE aspirational targets in their bid submission. The M/WBE firms listed below are the firms **Allen's Excavation** intends to utilize on this project.

| Total Bid Amount | | \$1,783,838.33 | | | |
|---|-----------------------|--------------------------|-----------------------------|----------------------|--------------------------|
| Name of M/WBE | Race/Gender | Certifying Agency | Goods & Services | M/WBE Dollars | M/WBE Utilization |
| Nonka Construction | African American Male | City of Tallahassee | Trucking & Site Work | \$293,253.00 | 16.44% |
| Moore Bass Consulting, Inc. | Non-Minority Female | City of Tallahassee | Survey & As-builts | \$27,000.00 | 1.51% |
| Capital City Contracting, LLC | African American Male | Leon County | Concrete Work | \$10,000.00 | 0.56% |
| Persica Landscaping Co., Inc. | Non-Minority Female | City of Tallahassee | Landscaping | \$133,550.00 | 7.49% |
| Total M/WBE Dollars | | | | | \$463,803.00 |
| Total M/WBE Utilization Percentage | | | | | 26% |

North Florida Asphalt, Inc. met the M/WBE aspirational targets in their bid submission. The M/WBE firms listed below are the firms **North Florida Asphalt, Inc.** intends to utilize on this project.

| Total Bid Amount | | \$2,100,848.00 | | | |
|---|-----------------------|--------------------------|--|----------------------|--------------------------|
| Name of M/WBE | Race/Gender | Certifying Agency | Goods and Services | M/WBE Dollars | M/WBE Utilization |
| Suzanne Diambra Landscaping, Inc. | Non-Minority Female | City of Tallahassee | Concrete Endwalls & Concrete Encasements | \$70,180.00 | 3.34% |
| Persica Landscaping Co., Inc. | Non-Minority Female | City of Tallahassee | Landscaping | \$118,901.00 | 5.66% |
| Florida Developers, Inc. | African American Male | City of Tallahassee | Erosion Control, Performance Turf, & Plastic Filter Fabric | \$357,145.00 | 17% |
| Total M/WBE Dollars | | | | | \$546,226.00 |
| Total M/WBE Utilization Percentage | | | | | 26% |

**Leon County
Board of County Commissioners**

Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Board Actions Taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)

| | |
|--|---|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/ Division Review: | Alan Rosenzweig, Deputy County Administrator |
| Lead Staff/ Project Team: | Ken Morris, Economic Development & Business Partnerships Lee Daniel, Division of Tourism Development |

Fiscal Impact:

This item has no immediate fiscal impact; however, beginning with FY 2015, approximately 1/2 of the current one-cent of the tourist development tax dedicated to a performing arts center(s) would be reallocated to fund the cultural plan to include a capital grant program for cultural institutions that qualify under section 125.0104, Florida Statutes. The balance of the existing penny would be available to support ongoing needs related to future convention center space and/or any other statutory eligible use. The existing \$3.86 million unencumbered balance would be returned to the Tourism Trust Fund with the intent of the funds be utilized to support convention center space being developed by Florida State University. A Public Hearing will be required to execute these changes to the Tourism Plan in County Ordinance.

Staff Recommendation:

Option #1: Ratify Board actions, including the additional recommendation outlined in this item, taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s).

Report and Discussion

Background:

On October 29, 2013, the Board conducted a workshop to consider the future uses for the one-cent of tourist development tax (TDT) currently dedicated to a downtown performing arts center(s). The workshop was requested by the Board during the July 8, 2013 FY 2014 Budget Workshop, given the recommendation of the Leon County Sales Tax Committee, by a 12-2 vote, to place the Florida Center for Performing Arts and Education (FCPAE) as a Tier 3 project. This, in essence, eliminates the project from being recommended to receive funding through the sales tax extension which is a fundamental component of the business and construction plan developed by FCPAE.

Leon County currently collects all five cents allowable under section 125.0104, Florida Statutes. Four of the five cents are used to fund the Tourist Development Plan, including \$504,500 for the Council on Cultural Arts (COCA) and one cent is set aside, by interlocal agreement with the City and Community Redevelopment Agency (CRA), in an account dedicated for a performing arts center(s) in the downtown district of the CRA. Table #1 demonstrates the FY 2014 allocations using net figures.

Table #1: FY 2014 TDT Allocations

| TDT Funding Recipient | Allocation by Ordinance (Cent) | Current Funding Level (\$) | % of Total Annual Revenue |
|---|--------------------------------|----------------------------|---------------------------|
| Downtown Performing Arts Center (<i>per Interlocal Agreement</i>) | 1 | \$863,300 | 20% |
| Tourism Development Division -Marketing & Public Relations -COCA Re-granting* | 4* | \$3,453,200 | 80% |
| Total | 5 | \$4,316,500 | 100% |

*COCA received \$504,500 of TDT in FY 2014 as part of the County budget process. The \$504,500 for COCA is re-granted to various cultural institutions and organizations in Leon County. Additionally, the County provides COCA \$150,000 in general revenue support for administrative purposes. The funds are not dedicated by Ordinance under the Tourism Development Plan, but are allocated as part of the annual budget development process; whereas the FCPAE funding is dedicated in the Tourism Plan.

Analysis:

Staff presented its findings and recommendations to the Board during the workshop on the fate of the FCPAE performing arts center, which appears imminent, given the lack of private fundraising, the inability to garner support from the Sales Tax Committee, and the City's readiness to put the former Johns Building site on the market. Additionally, staff provided a series of recommendations with regard to the existing \$3.86 million of unencumbered funds dedicated to a performing arts center(s) in the downtown CRA, the reimbursement of \$508,425 for the demolition of the Johns Building site, and the utilization of future revenues from the existing one-cent dedicated to the PAC to support local cultural and arts organizations.

The Board discussed the aforementioned issues extensively and approved Options #1, #3, and #4 as listed:

1. Authorize the County Administrator, to take steps necessary to return the \$3.86 million unencumbered balance set aside for the downtown performing arts center back into the Tourist Development Tax Trust Fund including:
 - a. Issue a notification letter to the City of the Tallahassee, the Community Redevelopment Agency, and the Tourist Development Council summarizing the Board's direction and request the City and CRA to formally acknowledge and concur with this action as it relates to the Interlocal Agreement.
 - b. Request that the Board's actions taken at this workshop be placed on the January 23, 2014 Community Redevelopment Agency agenda for discussion to include the \$508,425 reimbursement to the County for the demolition and clearing of the Johns Building site.
 - c. Schedule a Public Hearing to modify the Tourist Development Plan in accordance with the Board's direction.
 - d. **Additional Recommendation:** Because this issue is subject to the existing Downtown CRA Interlocal Agreement, the County Administrator seeks Board authorization to meet with the City Manager in advance of the CRA meeting to include additional policy options related to the reimbursement of the demolition of the John's Building for CRA consideration, which may be mutually beneficial to the County and the City, avoid the re-opening of the entire interlocal agreement, advance the larger goals of the CRA, and result in CRA support of the Board's actions. Of course, any issues which the CRA approves, which are in addition to or inconsistent with the Board's action, will be subsequently agendaed for Board consideration and will require Board approval.
3. Authorize the County Administrator to extend an invitation to President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent FSU-branded conference hotel.
4. Direct the Leon County Tourist Development Council to bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report to include:
 - a. The current funding levels for the Council on Cultural Arts.
 - b. The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
 - c. Additional arts and culture investment opportunities available with TDT funds to enhance visitation.

The Board did not approve Option #2, to authorize the County Administrator to explore leveraging the unencumbered TDT funds to ensure the desired amount of meeting space is sought through FSU's RFP process for a conference hotel. However, the Board directed the County Administrator to bring back Option #2 for further discussion if, in the County Administrator's opinion, the timing of the issue becomes critical. Further, the Board's approval of Option #3 to invite President Barron to the Annual Retreat will give the Board an opportunity to obtain additional information about the project of 371

In its deliberation and approval of Options #1 and #4, the Board reiterated its support and the long-term community need for a performing arts center with the understanding that the private financial support was still not adequate for this project to proceed at this time. In turn, the Board agreed to allocate a full one-cent of TDT toward cultural funding (i.e. COCA granting, cultural capital grant program). This will provide an additional \$358,800, or a 71% increase, in TDT funding for local arts and cultural organizations. The Tourism Development Council will bring recommendations back to the Board on the utilization of these funds for FY 2015, including the creation of a cultural capital grant program, in conjunction with the Cultural Review Planning Committee's final report.

Finally, the remaining balance of the one penny, currently allocated towards a performing arts center (\$504,500), would be available for either additional support for additional marketing and public relations for the County's tourism program or any other tourism-related expenses authorized by state statute and County policy. Staff will await further direction from the Board on these funds following the Annual Retreat, if any, and proceed accordingly with the intent of modifying the Tourism Plan and TDT allocation for the start of FY 2015. Until final direction is taken by the Board at a scheduled Public Hearing, and the CRA/City concurs that the performing arts center project is not proceeding in accordance with the current interlocal agreement, the ongoing one-cent dedicated to a performing arts center(s) and the \$3.86 million in unencumbered funds will remain in effect.

Options:

1. Ratify Board actions, including the additional recommendation outlined in this item, taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s).
2. Do not ratify the Board's actions taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s).
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

**Leon County
Board of County Commissioners**

Cover Sheet for Agenda #16

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Committee Appointment to the Canopy Roads Citizen Advisory Committee, Educational Facilities Authority, and Tourist Development Council

| | |
|--|--|
| County Administrator Review and Approval: | Vincent S. Long, County Administrator |
| Department/Division Review: | Alan Rosenzweig, Deputy County Administrator |
| Lead Staff/Project Team: | Christine Coble, Agenda Coordinator |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Reappoint Mary Ann Koos and Robert Farley to the Canopy Roads Citizen Advisory Committee.
- Option #2: Make appointment to the Educational Facilities Authority.
- Option #3: Make appointment to the Tourist Development Council.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for Advisory Committee appointments by having a General Business item prepared for full Board appointments.

Analysis:

Canopy Roads Citizens Advisory Committee

Purpose: The Committee makes recommendations to the City and County Commissions on matters related to Canopy Road preservation and assists in coordinating efforts of government, private sector, civic groups and individuals in an effort to protect, maintain, enhance and where applicable, re-evaluate Canopy roads (Attachment #1).

Composition: The Committee has eight members; four appointed by the County and four appointed by the City. Additionally, the full Board appoints a County Commissioner to serve as an ex-officio, non-voting member. Members should consist of a balance of persons who have expertise in fields of forestry, local history, who live along a Canopy Road or who have demonstrated a willingness to serve for the enhancement of the community.

Vacancies: The terms of Robert Farley and Mary Anne Koos expired on October 31, 2013. Both Mr. Farley and Ms. Koos are interested and are eligible for reappointment (Attachment #2). Staff recommends their reappointment (Attachment #3).

Table 1: Canopy Roads Citizens Advisory Committee

| Vacancies | Applicant | Recommended Action |
|-------------------|-------------------|---------------------------------|
| Board appointment | Jonathan Brashier | Full Board makes reappointment. |
| Board appointment | Mary Ann Koos | Full Board makes reappointment. |

Educational Facilities Authority (EFA)

Purpose: The purpose of the authority is to assist institutions for higher education in the construction, financing, and refinancing of projects (Attachment #4).

Composition: There are seven members appointed by the full Board; all members must be residents of Leon County and at least one must be a trustee, director, officer, or employee of an institution for higher education. Members terms are for five years. Additionally, there is one County Commissioner, appointed by the full Board to serve as a liaison to the EFA, who serves for a term of two years.

Vacancies: Mr. Calvin Ogburn resigned from his position as EFA Executive Director, effective August 31, 2013. EFA member Randy Guemple was appointed as the new Executive Director, leaving an unexpired term to be filled on the EFA. Mr. Guemple provided a recommendation of Mr. Patrick Dallet for his replacement (Attachment #5), and Mr. Dallet has submitted his application to fill the vacancy (Attachment #6). If appointed, Mr. Dallet's term would expire on July 31, 2015.

Table 2: Educational Facilities Authority

| Vacancies | Applicant | Recommended Action |
|-----------------------------------|------------------|-------------------------------|
| Randy Guemple (<i>resigned</i>) | Patrick Dallet | Full Board makes appointment. |

Tourist Development Council (TDC)

Purpose: The TDC develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue; and, reviews expenditures of revenue from the Tourist Development trust fund (Attachment #7).

Composition: There are nine members of the TDC: two City Commissioners; three owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County; three persons involved in the tourist industry and who have demonstrated an interest in tourist development; and, the Board Chairman or Commissioner designee, who serves as the vice-chair of the TDC.

Vacancies: The term of Michelle Wilson, hotelier, expired October 31, 2013, and due to term limits, Ms. Wilson is no longer eligible for appointment. This vacancy would need to be filled by a person in the hotelier category. An application has been submitted by Jonathan Brashier, General Manager, Aloft Tallahassee Downtown (Attachment #8).

Table 3: Tourist Development Council

| Vacancies | Applicant | Recommended Action |
|--|-------------------|-------------------------------|
| Michelle Wilson <i>(no longer eligible)</i> | Jonathan Brashier | Full Board makes appointment. |

Options:

1. Reappoint Mary Ann Koos and Robert Farley to the Canopy Roads Citizen Advisory Committee.
2. Make appointment to the Educational Facilities Authority.
3. Make appointment to the Tourist Development Council.
4. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Eligibility and Criteria – Canopy Roads Citizen Advisory Committee
2. Emails from Robert Farley and Mary Ann Koos
3. Email from Brian Wiebler, Planning Department
4. Eligibility and Criteria – Educational Facilities Authority
5. Email regarding Calvin Ogburn’s resignation and recommendation for new appointment
6. Application – Patrick Dallet
7. Eligibility and Criteria – Tourist Development Council
8. Application – Jonathan Brashier

Canopy Roads Citizens Committee

PURPOSE:

1. Function as a standing committee that will make recommendations to the City and County Commissions on matters related to Canopy Road preservation.
2. Assist in coordinating efforts of government, private sector, civic groups and individuals in an effort to protect, maintain, enhance and where applicable, re-evaluate Canopy roads.

CREATED BY:

October 8, 1991- Created as an ad hoc committee
January 1993 - Made standing committee by City and County Commissions

APPOINTMENTS:

8 members

- 4 - BCC
- 4 - City Commission
- 1 - Chairman appointment (ex -officio)

TERMS:

Terms expire October 31; Number of terms allowed - Two consecutive three-year terms.
Vacancies filled for remainder of unexpired term.

ELIGIBILITY CRITERIA:

Members should consist of a balance of persons who have expertise in fields of forestry, local history, who live along a Canopy Road or who have demonstrated a willingness to serve for the enhancement of the community. An ex-officio, non-voting member shall be included from the Apalachee Land Conservancy. Members of other groups may also be included as non-voting, ex-officio members at the discretion of the committee (Source: Bylaws approved 7/27/93.)

SCHEDULE:

Third Monday of every other month (September, November, January, March, May & July) at 6 pm,
Renaissance Center, 2nd floor, Conference Room
435 N. Macomb Street

CONTACT PERSON/STAFF:

Brian Wiebler, Senior Planner
Planning Dept.
891-6400
891-6404 - Fax
email: wieblerb@talgov.com
email:

Beth Perrine
Recording Secretary
Planning Dept.
891-6400

MEMBERS:

| | | | |
|---|--|---|--|
| Taylor-Fischer, Judy | Begin Term: 8/1/2009 End Term: 8/1/2012 Type: three years | Original Date: 9/1/2006 Appointed by: Tallahassee City Commission | Email: fisherhood@centurylink.net |
| Robles, Eduardo | Begin Term: 4/1/2009 End Term: 8/31/2012 Type: three years | Original Date: 3/1/2008 Appointed by: Tallahassee City Commission | Email:erobles51@yahoo.com |
| McGrath, Kelly | Begin Term: 2/9/2010 End Term: 10/31/2012 Type: three years | Original Date: 2/9/2010 Appointed by: Board of County Commissioners | Email: kellyannmcgrath@gmail.com |
| Billingsley, James | Begin Term: 10/23/2012 End Term: 10/31/2015 Type: three years | Original Date: 10/23/2012 Appointed by: Board of County Commissioners | Email: frazierbitha@gmail.com |
| Lindley Board of County Commissioners | Begin Term: 12/13/2012 End Term: 12/31/2013 Type: two year | Original Date: 12/13/2011 Appointed by: Board of County Commissioners | Board liaison Email: lindleym@leoncountyfl.gov |
| Alvi, Elizabeth | Begin Term: 4/1/2010 End Term: 8/31/2013 Type: three years | Original Date: 4/1/2010 Appointed by: Tallahassee City Commission | Email: elizabeth.alvi@dep.state.fl.us |
| Koos, Mary Anne | Begin Term: 10/19/2010 End Term: 10/31/2013 Type: three years | Original Date: 2/26/2008 Appointed by: Board of County Commissioners | Email: mkoosfl@aol.com |
| Farley, Robert | Begin Term: 9/18/2012 End Term: 10/31/2013 Type: unexpired term | Original Date: 9/18/2012 Appointed by: Board of County Commissioners | Notes: Email: robert.farley@atkinglobal.com |

From: "Farley, Robert" <Robert.Farley@atkinsglobal.com>
To: "Wiebler, Brian T." <Brian.Wiebler@talgov.com>
CC: "Coble, Christine" <CobleC@leoncountyfl.gov>
Date: 10/30/13 2:30 PM
Subject: Re: Re-Appointment to CRCC

Confirmed. Thanks.

Sent from my iPhone

On Oct 30, 2013, at 12:09 PM, "Wiebler, Brian T." <Brian.Wiebler@talgov.com> wrote:

Hi Bob,

At the last Committee meeting you indicated that you would like to serve another term on the Canopy Road Citizen Committee. I just wanted to confirm this with you before the agenda item goes to the Board for re-appointment.

Thank you,

Brian Wiebler, AICP
Principal Planner, Comprehensive Planning Team
Tallahassee-Leon County Planning Department
300 South Adams St. Tallahassee, Florida 32301
850.891.6416 brian.wiebler@talgov.com
"People Focused. Performance Driven"

From: "Koos, MaryAnne" <MaryAnne.Koos@dot.state.fl.us>
To: "Wiebler, Brian T." <Brian.Wiebler@talgov.com>, "Coble, Christine" <CobleC@leoncountyfl.gov>, "mkoosfl@aol.com" <mkoosfl@aol.com>, "robert.farley@atkinsglobal.com" <robert.farley@atkinsglobal.com>
Date: 10/7/13 1:36 PM
Subject: RE: Canopy Roads CAC

I would very much appreciate being considered for reappointment. We are in the middle of so many interesting projects right now that I think my institutional knowledge and experience in roadway design will help us make progress.

Mary Anne Koos
FDOT-Roadway Design Office
850-414-4321

Please note: 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.

From: "Wiebler, Brian T." <Brian.Wiebler@talgov.com>
To: "Coble, Christine" <CobleC@leoncountyfl.gov>, "mkoosfl@aol.com" <mkoosfl@aol.com>, "MaryAnne.Koos@dot.state.fl.us" <MaryAnne.Koos@dot.state.fl.us>, "robert.farley@atkinsglobal.com" <robert.farley@atkinsglobal.com>
Date: 10/7/13 1:26 PM
Subject: RE: Canopy Roads CAC

Christine,

Thank you for letting me know that the terms of Mary Ann Koos and Robert Farley will expire on October 31, 2013. I highly recommend both for reappointment for another term.

Educational Facilities Authority

Responsibility:

The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered as set forth in Chapter 243.22, Florida Statutes.

Created By:

Chapter 243, Section 243.21, Florida Statutes

Resolution No. 90-42 , adopted Resolution (7/17/1990)

Appointments:

Seven members appointed by the full Board

One County Commissioner, appointed by the full Board, serves as a liaison for a two-year term

Terms:

Five Year Terms; Terms expire July 31. Number of terms allowed not specified. Vacancies filled for remainder of an unexpired term.

Eligibility Criteria:

All members must be residents of Leon County. At least one must be a trustee, director, officer or employee of an institution for higher education.

Schedule:

Quarterly (October, January, April, and July), or as needed.

Type of Report:

Within first 90 days of each calendar year, reports to the BCC its activities for the preceding calendar year

Contact Person/Staff:

STAFF:

Randy Guemple

Executive Director

P. O. Box 11154

Tallahassee, Florida 32302

850-228-3982 (Primary)

850-907-9734

Email: LCEFA9@gmail.com

Members:

Desloge, Bryan Begin Term: 4/12/2011 Original Date: Notes: Board liaison
Board of County End Term: 7/31/2013 4/12/2011 Email: deslogeb@leoncountyfl.gov
Commissioners Type: two years
Appointed by:
Board of County
Commissioners

Kellam, Bob Begin Term: Original Date: Email: Icefa1@hotmail.com
Governor's Council 8/25/2009 7/24/1990
on Indian Affairs End Term: Appointed by:
7/31/2014 Board of County
Type: five years Commissioners

Hilaman, William Begin Term: Original Date: Email:
Raymond James 8/25/2009 9/21/2004 William.Hilaman@RaymondJames.com
& Associates End Term: Appointed by:
7/31/2014 Board of County
Type: five years Commissioners

Weil, Joe Begin Term: Original Date: Email: jw@nccetraining.com
7/13/2010 7/13/2010
End Term: Appointed by:
7/31/2015 Board of County
Type: five years Commissioners

Maryanski, Liz Begin Term: Original Date: Email: lizm@admin.fsu.edu
Assoc. V.P. FSU 7/12/2011 7/22/1997
Student Affairs End Term: Appointed by:
7/31/2016 Board of County
Type: five years Commissioners

Tipton, Lynn S. Begin Term: Original Date: Email: ltipton@flcities.com
7/10/2012 3/15/2011
End Term: Appointed by:
7/31/2017 Board of County
Type: five years Commissioners

Billberry, Lori, Begin Term: Original Date: Email: lbillberry@talcor.com
2/26/2013 2/26/2013
End Term: Appointed by:
7/31/2018 Board of County
Type: five years Commissioners

From: <rrguemple@comcast.net>
To: DeslogeB@leoncountyfl.gov
CC: CobleC@leoncountyfl.gov; William.Hilaman@raymondjames.com;
tmdigan@madiganlawfirm.com
Date: 9/16/13 6:29 PM
Subject: Changes at LCEFA

Bryan,

I wanted to bring you up to date on a change with the LCEFA. If you had not heard, Cal Ogburn had a major medical event a few months ago; and, as a result, was not able to carry on with his duties as Executive Director. At the last Authority meeting of September 12th, Cal's resignation, effective 8/31/13, was accepted and I was appointed the new Executive Director. I am still getting accustomed to what is proper communication, but I immediately wanted to get you current since I was your appointment to the Authority.

I also have a recommendation for my replacement on the authority. His name is Pat Dallet and I think you will find his background very impressive. He is very active in the community and would add great experience to the Authority. I am attaching his application on the County form and also his resume.

Thanks.

| | | | |
|---|--|---|--|
| <p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p> | |  | |
| Name: Patrick H Dallet | | Date: 9-15-13 | |
| Home Phone: 850-386-5084 | Work Phone: | Email: patdallet@yahoo.com | |
| Occupation: Retired Educator | Employer: Retired from Office of Program Policy Analysis and Govt Accountability, FL Legislature in 2009 | | |
| Please check box for preferred mailing address. | | | |
| <input type="checkbox"/> Work Address: City/State/Zip: | | | |
| <input checked="" type="checkbox"/> Home Address (<i>Required to determine County residency</i>) 2513 Noble Dr City/State/Zip: Tallahassee, FL 32308 | | | |
| Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you own property in Leon County? <input checked="" type="checkbox"/> For how many years have you lived in and/or owned property in Leon County? <u>40</u> years | | | |
| Are you currently serving on a County Advisory Committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, on what Committee(s) are you a member? _____ | | | |
| Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, on what Committee(s) have you served? _____ | | | |
| Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference 1st Choice: <u> Educ Facilities Authority </u> 2nd Choice: _____ | | | |
| If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested: _____ | | | |
| <u><i>If you are appointed to a Committee, you are expected to attend regular meetings.</i></u> How many days per month would you be willing to commit for Committee work? <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 to 3 <input type="checkbox"/> 4 or more And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more What time of day would be best for you to attend Committee meetings? <input checked="" type="checkbox"/> Day <input type="checkbox"/> Night | | | |
| (OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals. Race: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Age: <u>66</u> Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> District 5 <input type="checkbox"/> | | | |

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

PhD in Education Leadership from FSU, Tallahassee Community College Foundation Board – Treasurer, Tallahassee Kiwanis Club – Past President, FSU College of Education Alumni Board – Past President, Renaissance Community Center and Good News Outreach volunteer, State College Reachout Advisory Board – Past Chairman, Deacon in the Roman Catholic Church assigned to Blessed Sacrament in Tallahassee. My entire professional career was devoted to education, first as a Teacher Corps volunteer and an elementary school and adult education teacher, Education Analyst in the Dept of Education and the FL Legislature (I assisted in drafting the Ed Facility Authority legislation while working with the Senate Education Committee), and as Deputy Director and Acting Exec Director of the FL Postsecondary Education Planning Commission and the Council for Education Policy Research and Improvement.

References (you must provide at least one personal reference who is not a family member):

Name: Bill Hilaman Telephone: 386-5588

Address: Tallahassee

Name: Cal Ogburn Telephone: 386-4848

Address: 3263 Robinhood Rd

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? Yes No If yes, from whom? _____

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes No If yes, please explain. _____

Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes No

If yes, please explain. _____

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes No

If yes, please explain. _____

All statements and information provided in this application are true to the best of my knowledge.

Patrick H

Dallet _____

Please return Application

by mail: Christine Coble, Agenda Coordinator
301 South Monroe Street
Tallahassee, FL 32301

Tourist Development Council

Responsibility:

Develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue. Reviews expenditures of revenue from the development trust fund.

Created By:

Chapter 125.0104(4)(e) Florida Statutes.; Resolution. Nos. R86-01, R02-02; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; County Ordinance 88-01; County Resolution establishing the Council, 10/20/1986

Appointments:

Nine members -

One member - Chairman of the BCC to serve as Vice-Chair of TDC

Eight members - appointed by full Board of County Commissioners

Eligibility Criteria - All must be electors of the Leon County

2 - City Commissioners (Elected Municipal Officials)

3 - Owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax

3 - Persons involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax.

Terms:

Eight members - 4 year terms. Terms expire October 31.

Chairman or designee of the Board of County Commissioners - Concurrent w/ term as Chair

Number of terms allowed not specified in statute or ordinance. Vacancies are filled for remainder of unexpired term.

Schedule:

The TDC meets at 9:00 a.m. on the first Thursday of every other month beginning in January.

Leon County Commission Chambers, 5th floor
301 S. Monroe Street

Contact Person/Staff:

Lee Daniel, Executive Director

Tourism Development

Office of Economic Development & Business Partnerships

606-2300

daniellee@leoncountyfl.gov

Amie French
Administrative Associate
606-2300
Email: frencha@leoncountyfl.gov

Russell Daws, Chairperson

Members:

| | | | |
|---|--|---|--|
| Desloge, Bryan Board of County Commissioners | Begin Term: 12/9/2012 End Term: 12/31/2013 Type: one year | Original Date: 1/1/2011 <hr/> Appointed by: Board of County Commissioners | Notes: Board representative Email: DeslogeB@leoncountyfl.gov |
| Wilson, Michelle Hampton Inn & Suites NO LONGER ELIGIBLE | Begin Term: 10/27/2009 End Term: 10/31/2013 Type: four years | Original Date: 1/9/2001 <hr/> Appointed by: Board of County Commissioners | Hotelier shellnole@yahoo.com |
| Miller, Nancy Tallahassee City Commission | Begin Term: 6/1/2011 End Term: 10/31/2014 Type: four years | Original Date: 6/1/2011 <hr/> Appointed by: Tallahassee City Commission | Notes: City Commission representative E-Mail: nancy.miller@talgov.com |
| Ziffer, Gil | Begin Term: 11/1/2010 End Term: 10/31/2014 Type: four years | Original Date: 11/1/2010 <hr/> Appointed by: Tallahassee City Commission | Notes: City Commission Representative Email: Gil.Ziffer@talgov.com |
| Master, Paresh Comfort Suites | Begin Term: 10/19/2010 End Term: 10/31/2014 Type: four years | Original Date: 10/19/2010 <hr/> Appointed by: Board of County Commissioners | Email: paresh.master@gmail.com |
| | | | |

| | | | |
|--|---|--|--|
| <p>Bauer, Marc B. Hunter and Harp Hospitality</p> | <p>Begin Term: 10/19/2010 End Term: 10/31/2014 Type: four years</p> | <p>Original Date: 4/17/2009 ----- Appointed by: Board of County Commissioners</p> | <p>Email: marc@hunterandharp.com</p> |
| <p>Daws, Russell Tallahassee Museum of History & Natural Science</p> | <p>Begin Term: 10/19/2010 End Term: 10/31/2014 Type: four years</p> | <p>Original Date: 3/27/2004 ----- Appointed by: Board of County Commissioners</p> | <p>Email: rdaws@tallahasseeuseum.org</p> |
| <p>Barber, Chucha</p> | <p>Begin Term: 10/25/2011 End Term: 10/30/2015 Type: four years</p> | <p>Original Date: 11/27/2007 ----- Appointed by: Board of County Commissioners</p> | <p>Email: chuchabarber@gmail.com</p> |
| <p>McGee, Marion</p> | <p>Begin Term: 10/23/2012 End Term: 9/30/2016 Type: four years</p> | <p>Original Date: 10/23/2012 ----- Appointed by: Board of County Commissioners</p> | <p>Email: mmcgee@rileymuseum.org</p> |

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

| | | |
|--|--|---|
| <p style="font-size: small;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p> | |  |
| Name: <u>Jonathan C Brashier</u> | | Date: <u>Nov 5, 2013</u> |
| Home Phone: <u>864 430 4627</u> | Work Phone: <u>850 577 5900</u> | Email: <u>Jonathan.brashier@AloftHotels.com</u> |
| Occupation: <u>Hotel General Mgr.</u> | Employer: <u>McKibbin Hotel Group Inc.</u> | |
| Please check box for preferred mailing address. | | |
| <input checked="" type="checkbox"/> Work Address: <u>Aloft Tallahassee Downtown</u> | | |
| City/State/Zip: <u>200 N. Monroe St. Tallahassee FL 32301</u> | | |
| <input checked="" type="checkbox"/> Home Address (Required to determine County residency) | | |
| City/State/Zip: <u>506 McDaniel St. Tallahassee FL 32303</u> | | |
| Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Do you own property in Leon County? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, is it located within the City limits? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> | | |
| For how many years have you lived in and/or owned property in Leon County? years <u>4 mths.</u> | | |
| Are you currently serving on a County Advisory Committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| If Yes, on what Committee(s) are you a member? <u>N/A</u> | | |
| Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| If Yes, on what Committee(s) have you served? <u>N/A</u> | | |
| Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference | | |
| 1st Choice: <u>Tourism Development Council</u> 2nd Choice: <u>COCA</u> | | |
| If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested: | | |
| <u>N/A</u> | | |
| <u>If you are appointed to a Committee, you are expected to attend regular meetings.</u> | | |
| How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input type="checkbox"/> 2 to 3 <input checked="" type="checkbox"/> 4 or more | | |
| And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more | | |
| What time of day would be best for you to attend Committee meetings? <input checked="" type="checkbox"/> Day <input checked="" type="checkbox"/> Night <u>either</u> | | |
| (OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals. | | |
| Race: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other | | |
| Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Age: <u>39</u> Disabled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> District 5 <input checked="" type="checkbox"/> | | |

"People Focused, Performance Driven."

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

See attached .

References (you must provide at least one personal reference who is not a family member):

Name: Cathy Avant Telephone: 912 661 2721
Address: Savannah GA

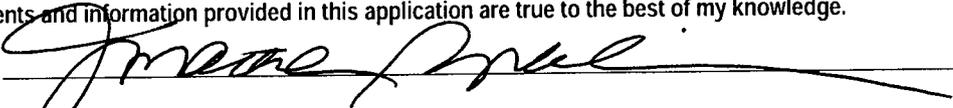
Name: Debbie Ames Telephone: 770 530 8040
Address: Gainesville GA

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes No
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes No
Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? Yes No If yes, from whom? N/A
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes No
Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes No If yes, please explain. N/A
Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes No
If yes, please explain. We own & operate a hotel in Leon County.
Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes No
If yes, please explain. N/A

All statements and information provided in this application are true to the best of my knowledge.

Signature: 

Please return Application

by mail: Christine Coble, Agenda Coordinator
301 South Monroe Street
Tallahassee, FL 32301

by email: coblec@leoncountyfl.gov

by fax: 850-606-5301

Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

"People Focused, Performance Driven."

November 5, 2013

To Whom It May Concern:

I recently moved to Tallahassee as the new General Manager for the Aloft Hotel Downtown. As with all of the past markets I have managed hotels in, my goal is to always get involved in the community and use my professional skills and knowledge to make a difference.

My career with McKibbon Hotels, began more than a decade ago, and since that time, I have had the good fortune to manage hotels representing multiple brands across the southeast. I have managed hotels in both urban and suburban markets. My experiences have also included opening two new hotels from the ground up and getting those hotels ramped up and operating well.

In 2005/2006 I served on the board of the Macon/Bibb County Convention and Visitors Bureau. I have most recently been appointed to the board for the local Tallahassee chapter of the Florida Restaurant & Lodging Association.

In 2008 I was recognized by Marriott International as "Opening General Manager of the Year" for the Springhill Suites by Marriott – Richmond Northwest. This past summer I was humbled once again, to receive the honor of being named one of three "Diamond General Managers" for the Springhill Suites brand.

Our company supports a variety of charitable organizations throughout the local communities that we operate hotels in. The majority of my efforts have been focused on Childhood Literacy efforts funded by the Imagination Library program.

Thank you for your time and consideration. My professional resume is available and can be provided upon requests.

Regards,



Jonathan Brashier

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

Sitting as the Leon County Energy Improvement District

Cover Sheet for Agenda #17

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney
Vincent S. Long, County Administrator

Title: Adoption of a Resolution Authorizing Issuance of Not to Exceed \$200,000,000 Revenue Bonds and Authorizing Validation Proceedings for the Commercial PACE Program

| | |
|--|--|
| County Attorney and County Administrator Review and Approval: | Herbert W.A. Thiele, County Attorney Vincent S. Long, County Administrator |
| Department/Division Review: | Alan Rosenzweig, Deputy County Administrator |
| Lead Staff/Project Team: | Herbert W. A. Thiele, County Attorney Maggie Theriot, Director, Office of Resource Stewardship Scott Ross, Director, Office of Financial Stewardship |

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt Resolution authorizing the issuance of not exceeding \$200,000,000 revenue bonds by the Leon County Energy Improvement District (Attachment #1), and further authorizing the commencement of validation proceedings by the General Counsel of the Leon County Energy Improvement District in the Second Judicial Circuit in and for Leon County and to further pursue the matter to final judgment.

Report and Discussion

Background:

On April 22, 2010, the Board of County Commissioners of Leon County adopted an ordinance creating the Leon County Energy Improvement District, which, among other things, provides for property accessed clean energy (“PACE”) and certain energy improvements and weatherization programs for both homes and businesses in Leon County. On July 21, 2010, the Board of County Commissioners sitting as the Leon County Energy Improvement District adopted an amended ordinance making certain technical changes to adjust the ordinance with recently enacted state legislation.

After efforts to launch a residential PACE program were thwarted by the Federal Housing and Finance Administration, the District actively pursued the commercial element of PACE. At the December 14, 2011 meeting the District directed that the addition of commercial elements be added to the Leon PACE program and the underlying ordinance. On February 14, 2012, the District adopted an amended ordinance addressing the implementation of such commercial element provisions. As a result of the amended scope, staff immediately began exploring the design of a commercial PACE component to the program.

On October 23, 2012 the District authorized the issuance of an RFP for third-party administration of a commercial PACE program. Two respondents were reviewed by the selection committee with Ygrene being the highest ranked firm. On June 18, 2013 the Board authorized staff to negotiate an agreement with Ygrene. On September 10, 2013 the Board, acting in the capacity of the Leon County Energy Improvement District, ratified the actions previously taken on June 18, 2013.

This agenda addresses commercial PACE, which is essential to the following FY2012 and FY2013 Strategic Initiatives that the Board approved at the January 29, 2013 meeting:

- Implement strategies to promote renewable energy and sustainable practices, including: pursue opportunities to fully implement a commercial PACE program (2012)

This particular Strategic Initiative aligns with the Board’s Strategic Priority - Environment:

- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns (EN2)
- Educate citizens and partner with community organizations to promote sustainable practices (EN3)
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar (EN4).”

Analysis:

The Leon County Energy Improvement District and Ygrene Energy Fund Florida, LLC entered into a Third Party Administrator Agreement on September 11, 2013 which designated Ygrene Energy Fund Florida, LLC as Program Administrator of the commercial PACE program pursuant to §15-5 of the Leon County Code of Laws, including taking applications, do the underwriting, and prepare the necessary documents to effectuate financing the recordation of the assessment lien (Attachment #1).

Through an initial review of tax records, Ygrene has identified approximately 6,000 commercial properties that could choose to participate in this program. A bond issuance of \$200 million, with an average financing of \$250,000, would allow 13% or 800 of these properties to participate in the program.

In order to provide funding for the commercial PACE program, the District is pursuing a bond issue in an amount not to exceed \$200,000,000, said revenue bonds would be a “draw down” bonds. That is, not all of the bonds would be issued that are authorized, but only those which are necessary to fund the qualified improvements for the energy efficiencies and savings. The buyer of the bonds would be Ygrene Energy Fund Florida, LLC and the debt service on the bonds would be the periodic payments for the lien on the property for the amount of commercial improvements. Leon County’s Bond Counsel has reviewed this bond issuance and has approved these documents.

At no time would Leon County or the Leon County Energy Improvement District be liable for any of the debt service payments for the bonds (Attachment #2, Ygrene Energy Fund’s Counsel’s memorandum to the Leon County Energy Improvement District,).

Should the Board of County Commissioners sitting as the Leon County Energy Improvement District desire to pursue such bond issue, it would be required to adopt such Resolution (Attachment #3) authorizing issuance of said bonds and further authorizing the filing of validation proceeding with the Second Judicial Circuit in and for Leon County seeking entry of a Final Judgment approving said bonds (Attachment #4).

Options:

1. Adopt Resolution authorizing the issuance of not exceeding \$200,000,000 revenue bonds by the Leon County Energy Improvement District (Attachment #1), and further authorizing the commencement of validation proceedings by the General Counsel of the Leon County Energy Improvement District in the Second Judicial Circuit in and for Leon County and to further pursue the matter to final judgment.
2. Do not adopt Resolution authorizing the issuance of not exceeding \$200,000,000 revenue bonds by the Leon County Energy Improvement District and do not authorize the commencement of validation proceedings by the General Counsel of the Leon County Energy Improvement District in the Second Judicial Circuit in and for Leon County.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Third Party Administrator Agreement.
2. Memorandum prepared by Ygrene Energy Fund Florida, LLC's Counsel.
3. Resolution.
4. Complaint for Validation of Bonds Pursuant to Chapter 75, Florida Statutes.

**THIRD PARTY ADMINISTRATOR AGREEMENT
BETWEEN
LEON COUNTY ENERGY IMPROVEMENT DISTRICT AND YGRENE ENERGY
FUND FLORIDA, LLC**

THIS AGREEMENT (the "Agreement") is entered into as of the 11th day of September, 2013 (the "Effective Date"), by and between the Leon County Energy Improvement District, a dependent special district pursuant to the laws of the State of Florida (hereinafter, the "District") and Ygrene Energy Fund Florida, LLC, a Florida limited liability company with principal-offices in Tampa, Florida (hereinafter "Ygrene" or "Administrator").

WHEREAS, Section 163.08, Florida Statutes, (the "PACE Act") provides and allows for providing funding and financing for certain clean energy, renewable energy and wind resistant qualifying improvements and associated programs by local governments ("PACE Program"); and

WHEREAS, the District is a dependent special district under Chapter 189, Florida Statutes, created by Leon County pursuant to its home rule authority and §163.08, Fla. Stat., for purposes of offering a PACE Program, among other things, to its constituents to be administered by Ygrene; and

WHEREAS, Ygrene proposes to implement and administer an efficient, effective and voluntary PACE Program.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby incorporated into this Agreement as integral parts hereof and not mere recitals hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrator and the District agree as follows:

1. Scope of Services.

- 1.1 The Administrator shall undertake activities, furnish professional services, perform tasks, and provide deliverables (the "Services") as the exclusive third party administrator of the PACE program for the District, as described in the TPA Scope of Work & Program Guidelines, and which are attached hereto and specifically made a part hereof as Exhibit "A" and Exhibit "B".

2. Term/Commencement Date.

- 2.1 On the Effective Date hereof, the Administrator will assist the District, at no cost to the District in drafting and filing a bond validation complaint for the District.
- 2.2 The Administrator shall commence provision of the remainder of the Services within 30 calendar days following a successful bond validation, including any appeals (the "Commencement Date").
- 2.3 The Agreement shall remain in effect for five (5) years from the Commencement Date (the "Initial Term"), and shall at the option of both parties renew for successive three (3) year Terms, unless terminated as provided for in this Agreement.
- 2.4 The Parties agree that time is of the essence and each party will cooperatively act to fulfill the intent and purpose of this Agreement.

3. Consideration.

- 3.1 As consideration for entering into this Agreement, and for its performance hereunder, Administrator shall be entitled to impose and collect fees and charges in accordance with the agreement and Exhibit A and as approved by mutual agreement. Such consideration recognizes that Administrator will not receive or collect fees or charges from the District for the Services.
- 3.2 Administrator shall perform all of the Services at no cost to the District. The District is not obligated to compensate or reimburse Administrator from any public funds for Administrator's performance of the Services or any costs Administrator may incur in the performance of the Services. Administrator's sole compensation for performance of the Services will be derived from program and contractor fees and the assessments paid by property owners who obtain financing from Administrator through the PACE Program.

4. Sub consultants.

- 4.1 The Administrator shall be responsible for all payments to any third party subcontractors, service providers or sub consultants that are reasonably related to the Services to be rendered under this Agreement as described on Exhibit A, and shall maintain responsibility for all work related to the Services.
- 4.2 The District acknowledges and agrees to the Administrator's use of sub consultants, vendors, underwriters, providers, advisors or counsel in the development and administration of its work product and the Services over time. Whenever Administrator determines to use such other assistance, it shall notify the District in advance and in writing.
- 4.3 Nothing in this Agreement shall prevent Administrator from performing similar PACE Program services in other jurisdictions, either within or outside the State of Florida

provided same are not in conflict with the Services provided to the District covering the jurisdictions that are included in the District's PACE Program contemplated by this Agreement.

5. District Responsibilities

- 5.1 The District shall assume and undertake all of its obligations and responsibilities under the Agreement.
- 5.2 The District understands that the Florida law authorizing PACE Programs reserves authority and responsibility for establishing the Program and executing financing agreements with property owners to the local government, as defined in the PACE Act. Consequently, the District, as appropriate, shall timely take the following actions:
 - a. Authorize and adopt resolutions and/or ordinances required to implement the program;
 - b. Bring to vote resolutions and approve documents authorizing the Administrator to commence legal proceedings on behalf of the District to validate program related obligations and for the District to engage counsel for those purposes;
 - c. Approve bond and other financial documents that are necessary to provide financing within District;
 - d. Within three (3) business days following the Administrator's submittal to the District of the documents required by the PACE Act for authorization of the assessment and recordation of the lien (including, but not necessarily limited to financing agreements) the District representative shall execute the documents; and
 - e. Other actions required by the PACE Act.

6. Administrator's Responsibilities

- 6.1 The Administrator shall exercise the same degree of care, skill and diligence in the performance of the Services as that ordinarily provided by an administrator under similar circumstances. If, at any time during the term of this Agreement, it is determined that the Administrator's Services are incorrect, not timely provided, not properly rendered, defective, or fail to conform to the requirements of law or of this Agreement, upon written notification on behalf of the District, the Administrator shall at Administrator's sole expense, immediately proceed to correct the work.
- 6.2 Administrator shall establish program participation guidelines that require contractors to maintain the requisite licensure for the exercise of their professional trade and the installation of PACE improvements in the District. To this end, in order to achieve program certification with training modules provided by the Administrator, contractors will be required to demonstrate their knowledge of (i) the PACE program fundamentals; and (ii) the Ygrene administrative and project management software.
- 6.3 Administrator shall establish procedures that account for and accrue the carbon credits, offsets and other environmental assets (collectively "Carbon Credits") that result from projects financed under the District PACE program. At the close of each calendar year,

Administrator shall provide a report and an accounting to the District of all activity associated with the Carbon Credits, and shall remit to the District 50% of any monetary return from the sale of Carbon Credits, or shall transfer to the District 50% of any certified Carbon Credits developed during the previous year. Upon termination of the Agreement, the sale or other disposition of any Carbon Credits created during the term of the Agreement shall accrue to the benefit of Administrator under the terms set forth hereunder, but the Administrator shall not be entitled to the benefit of any Carbon Credits created from projects undertaken within the District's PACE Program after such termination. The provisions of this section shall survive termination of the Agreement.

- 6.4 The Administrator hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services as an independent contractor.
- 6.5 As provided in the Services, the Administrator shall open, at its own cost, an outreach center within the District.

7. Disclosure/Conflict of Interest.

- 7.1 So long as Administrator fulfills its obligations to provide the Services, District acknowledges and agrees that Administrator, its sub consultants or any other provider, vendor, consultant, underwriter, or third party used or employed by Administrator, is permitted, individually or collectively, to advance without conflict any other PACE program, or assist any other PACE program sponsor, and that there is and shall be no objection by the District to such actions provided same do not conflict with the Services provided to the District covering the jurisdictions that are included in the District's PACE Program contemplated by this Agreement.
- 7.2 The provisions of subparagraph 7.1 notwithstanding, the Administrator agrees that, in order to avoid any appearance of a conflict of interest, neither it nor its sub consultants shall represent any persons or entities (other than the Administrator) in any action or matter before the District.

8. Termination.

- 8.1 Following the Initial Term, either party may notify the other of its intent to terminate the Agreement. In such event, the Agreement will terminate on the second (2nd) anniversary of the termination notice, at which date Administrator shall cease providing the Services.
- 8.2 In the event the District terminates the Agreement under the provisions of paragraph 8.1 above, Administrator shall be entitled to continue to offer the Services during the transition period so long as (i) Administrator does not approve any projects, completion of which will extend beyond the termination date; (ii) Administrator provides for on-going management of assessments related to any projects completed under

Administrator's auspices; (iii) Administrator continues to provide all of the Services in a professional manner in accordance with the Agreement; and (iv) Administrator continues to work in good faith with the District to provide a smooth transition for either the termination of the program or transfer to another administrator. During this transition period, the exclusivity provision provided in Section 1.1 does not apply and the District may retain another administrator to administer the District.

8.3 Should the bond validation, including any appeals, not be finalized within 18 months following the Effective Date, either party may cancel the Agreement by written notice to the other party, in which case it shall be null and void and of no further force or effect. In the event the Administrator terminates the Agreement as provided for in this section, the Administrator agrees that the District shall not be liable for any costs incurred by the Administrator. In the event the District terminates the Agreement as provided for in this section, the District shall reimburse the Administrator for all legal costs and expenses incurred related to the formation of the District and the attempted bond validation.

8.4 In the event that PACE financing is not feasible because of (i) conditions in U.S. financial markets, (ii) substantive revisions to the PACE Act, or (iii) changes in the District's legal ability to provide assessment lien priority, the Administrator may suspend taking applications and funding improvements for a period of up to six months (the "Suspension Period"). Should the Administrator determine at the conclusion of the Suspension Period that conditions do not warrant resumption of the PACE Program, Administrator may request from the District an extension of the Suspension Period for an additional six months. The District shall, at its sole option, either grant the extension or cancel the Agreement.

8.5 A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall, within 30 days after receiving written notice of such breach, proceed diligently and in good faith to take all commercially reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. Unless otherwise provided herein, the parties to this Agreement may proceed at law or in equity to enforce their rights under this Agreement.

9. Nondiscrimination.

9.1 During the term of this Agreement, Administrator shall not discriminate against any of its employees or applicants for employment, if any, because of their race, age, color, religion, sex, sexual orientation, national origin, marital status, physical or mental disability, or political affiliation and to abide by all Federal and State laws regarding nondiscrimination.

10. Attorney's Fees and Waiver of Jury Trial.

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, the District and Administrator hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. Indemnification.

11.1 Administrator shall defend, indemnify, and hold harmless the District, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Administrator's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Administrator and third parties made pursuant to this Agreement. In addition, the foregoing obligations shall expressly include all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of or based on a challenge to whether the voluntary non-ad valorem assessments constitute a lien of equal dignity to taxes as authorized by the PACE Act. The obligations provided for in this paragraph shall exclude liability resulting from acts of, or failure to take action by, the District, its officers, agents and employees.

The District shall promptly notify the Administrator of any claim giving rise to a right to indemnity and shall fully cooperate with the Administrator in defense of such claims. So long as the Administrator has agreed that the District is entitled to indemnification, the Administrator shall have the right to control the defense of the claim, including, without limitation, the right to designate counsel and to select a single counsel to jointly represent the interests of the District and the Administrator (unless an actual present conflict would preclude joint representation) and including the right to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of the claim. The District shall cooperate in defense of the claim and may, but is not required to, retain at its cost additional separate counsel to participate in or monitor the defense of the claim by Administrator.

11.2 Administrator shall cause its financing partner responsible for both interim and long-term funding of the Program to indemnify the District from and against collection risk related to the bonds issued for PACE assessments in the District.

11.3 The provisions of this section shall survive termination of this Agreement.

12. Notices/Authorized Representatives.

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with

postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the District: Maggie Theriot, Director
Office of Resource Stewardship
301 S. Monroe Street, 5th Floor
Tallahassee, Florida 32301

With a copy to: Herbert W. A. Thiele, Esq., as attorney and agent for
Leon County Energy Improvement District and
Leon County Attorney
301 S. Monroe Street, Room 202
Tallahassee, Florida 32301

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

For the Administrator: Ygrene Energy Fund Florida, LLC
400 N. Tampa Street
Suite 1900
Tampa, Fl 33602
To the attention of: Stacey Lawson, President

12.2 Either party may, by notice in writing given to the other, designate any further or different representatives or addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three (3) days after the date mailed.

12.3 Each party shall be entitled to reasonably rely upon direction or communication received from the above designated representatives or any successor or additional designees.

13. Governing Law.

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be exclusively in the proper court in Leon County, Florida.

14. Entire Agreement/Modification/Amendment.

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Administrator represents that it is authorized to do business in the State of Florida. The execution, delivery and performance of this Agreement by Administrator has been duly authorized, and this Agreement is binding on Administrator and enforceable against Administrator in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

15. Ownership and Access to Records and Audits.

15.1 The parties acknowledge that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate directly to District PACE Program Services and are conceived, developed or made by Administrator or District directly for the PACE District program during the term of this Agreement, are deemed to be within the public domain, and subsequently may be used by each party without warranty of any kind.

15.2 All records, books, documents, maps, data, deliverables, papers and financial information associated with the District PACE program to be administered by Administrator (the "Records") are public records and shall be available to be inspected and copied by the District. In the event of public record requests, all such requests shall be administered and handled by the District as the custodian.

15.3 The Administrator agrees to comply with the provisions of Section 119.0701, Florida Statutes. In addition, the District, by its designee, shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any of the Records.

15.4 After notice and reasonable opportunity to cure, the District may cancel and terminate this Agreement for refusal by the Administrator to comply with the requirements of Chapter 119, Florida Statutes (Public Records).

15.5 The terms of this Paragraph 15 notwithstanding, District and Administrator acknowledge and agree that Administrator's administrative software system is leased and its design, function, use and source code are protected proprietary property of its owner. Further, Administrator's proprietary confidential information as may be designated from time to time may be exempted from public domain classification.

16. Assignment.

16.1 Except for assignment by the Administrator to a parent or subsidiary company, this Agreement shall not be assignable by Administrator unless such assignment is first approved, in writing, by the District, or its duly authorized representative, which approval shall not be unreasonably withheld.

17. Severability.

17.1 In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

18. Independent Contractor.

18.1 The Administrator shall be and remain an independent contractor and not an employee, partner, agent, joint venture or principal of District with respect to all of the acts and Services performed by and under the terms of this Agreement. Accordingly, neither party shall have any authority to represent or bind the other. Further, Administrator shall not be entitled to the rights and benefits afforded to District's employees, including, but not limited to, disability or unemployment insurance, workers' compensation, medical or disability insurance, vacation or sick leave or any other employment benefit. Administrator shall file all tax returns and reports required to be filed by Administrator on the basis that Administrator is an independent contractor, rather than an employee, and Administrator shall indemnify the District for the amount of any employment taxes required to be paid by the District as the result of not withholding employment taxes from the compensation under this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. Compliance with Laws.

19.1 The Administrator shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Services under this Agreement, and in particular shall obtain all permits from all jurisdictional agencies to perform the Services under this Agreement.

20. Waiver

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. Survival of Provisions

21.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. Prohibition of Contingency Fees.

22.1 The Administrator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Administrator, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Administrator, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement, except its attorneys, accountants and consultants.

23. Public Entity Crimes Affidavit

23.1 Administrator shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

24. Insurance.

24.1 Administrator shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts as are necessary to protect its interest and the interest of the District against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the District, its officials, employees, agents and volunteers. Any insurance maintained by the District shall be in excess of the Administrator's insurance and shall not contribute to the Administrator's insurance. The insurance coverage shall include a minimum of the amounts set forth in this Section.

24.2 Comprehensive Automobile and Vehicle Liability Insurance This insurance shall be written in comprehensive form and shall protect the Administrator and the District against claims for injuries to members of the public and/or damages to property of others arising from the Administrator's use of motor vehicles. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

24.3 General Liability Insurance This insurance shall be written in comprehensive form and shall protect the Administrator and the District against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Administrator or any of its agents, employees, consultants, business partners or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

24.4 Certificate of Insurance Administrator shall provide the District with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name

the type of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The District reserves the right to require the Administrator to provide a certified copy of such policies, upon written request by the District. If a policy is due to expire prior to the completion of the term of this Agreement, renewal Certificates of Insurance or policies shall be furnished thirty(30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the District before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the District.

24.5 Additional Insured The District is to be specifically included as an Additional Insured for the liability of the District resulting from operations performed by or on behalf of Administrator in performance of this Agreement. Administrator's insurance, including that applicable to the District as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the District shall be in excess of and shall not contribute to Administrator's insurance.

24.6 Deductibles All deductibles or self-insured retentions must be declared to and be approved by the District or its duly authorized representative. The Administrator shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

25. Counterparts

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

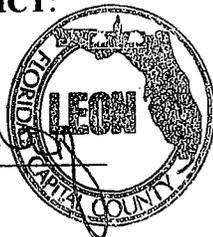
26. Miscellaneous

26.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Services, the terms of this Agreement shall govern.

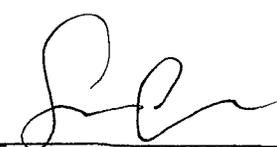
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**LEON COUNTY ENERGY
IMPROVEMENT DISTRICT:**

By: 
Vincent S. Long,
County Administrator



**YGRENE ENERGY FUND FLORIDA,
LLC:**

By: 
Stacey Lawson, President

Attest: John Stott, Deputy Clerk

By: _____

Approved as to Form :

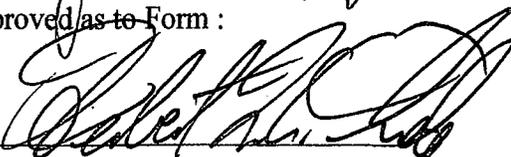
By: 

Exhibit A

SCOPE OF WORK

As the third party administrator (TPA) for the Leon County Energy Improvement District (District or Authority), Ygrene's scope of work includes implementation and administration of the Authority's PACE Program planning, development, financing, marketing, and management.

Financial considerations for program administration are described below.

- a. **Administrator's Compensation.** Administrator shall perform all of the Services described in this Exhibit A at no cost to the District. The District is not obligated to compensate or reimburse Administrator from any public funds for Administrator's performance of the Services or any costs Administrator may incur in the performance of the Services. Administrator's sole compensation for performance of the Services will be derived from program and contractor fees and the assessments paid by property owners who obtain financing from Administrator through the program described in the Agreement.
- b. **District Cost Recovery.** The District shall be entitled to reimbursement, from Program Fees (Appendix II), for any and all costs incurred by it in the administration of the Program. Administrator will develop cost recovery procedures acceptable to the District.
- c. **Program Funding.** Through financing partners, Administrator has agreements with funding sources to provide both interim and long-term financing for the Program. Neither the District nor any of its Members are responsible for any aspect of the funding related to property improvements that are administered as a result of this Agreement with the District.
- d. **Program Fees and Closing Costs.** The program fee structure and related closing costs that apply to the Program are detailed in Appendix II. Not all listed fees may apply to every project and additional fees may be necessary during the life of the Program to cover unanticipated costs. All scheduled fees including the initial Application fee may be financed through the Assessment. Projects in excess of \$250,000 may be subject to additional fees.
- e. **Contractor Fees.** To cover costs associated with the contractor registration program and ongoing oversight for contractors participating in the Program as set forth in Section 6.2, Administrator will charge registered contractors a fee equal to 3% of the project contract amount for all projects funded under the Program.
- f. **Operating Capital.** Based on an estimated initial cost of funds of 6.45% ("Funding Rate"), the initial target interest rate for Participants ("Program Interest Rate") will be 6.95%. Administrator shall receive funds generated by the spread between the Funding Rate and the Program Interest Rate ("Operating Capital") to reimburse the setup costs and fund the operating costs of the Program. If the Funding Rate changes, the Program Interest Rate may change to provide adequate Operating Capital.
- g. **Carbon Credits/Offsets.** The Parties hereby acknowledge a commodity market may be evolving for the environmental attributes described in this section. Accordingly, the Parties agree that the District will own and hold carbon credits, offsets, solar and other renewable energy credits, refrigerant gasses, and other applicable environmental attributes identified by the Parties (collectively "Carbon Credits") that result from projects financed, leased or

refinanced through the Program. Administrator will implement procedures that provide for the transfer of the Carbon Credits from Participants to the District. Upon receipt, the District will assign its rights to the Carbon Credits to Administrator, which will administer the development, accumulation, aggregation and monetizing of the Carbon Credits on behalf of the Parties. Such administration by Administrator will be in its sole and absolute discretion and will include, but not be limited to, the certification, registration, sale, or other disposition of the Carbon Credits. At the close of each calendar year, Administrator shall provide a report and an accounting to the District of all activity associated with the Carbon Credits and shall remit to the District 50% of any monetary return from the sale of Carbon Credits or shall transfer to the District 50% of any certified Carbon Credits developed during the previous year. If a Participant qualifies for an incentive or rebate program that requires transfer of Carbon Credits to an organization providing energy rebates or incentives, then Administrator, on behalf of the District, and upon receipt of the rebate or incentive by the Participant, will assign the rights thereto to that organization.

Details of administrative activities related to this scope of work are listed below. Terms not otherwise defined in this Exhibit A have the meaning set forth in the Agreement.

- a. Program Development. Administrator will assist the District in developing the Program, including:
- i. Assisting with the preparation of documents, resolutions, and other actions required to ratify the Agreement and form the District.
 - ii. Assisting with the preparation of a validation suit for bonds issued by the District for the Program.
 - iii. Identifying the types of eligible energy efficiency, water efficiency, wind hardening, and renewable energy improvements that may be financed, leased or refinanced ("Eligible Improvements").
 - iv. Consulting with appropriate officials to ensure compliance with procedures for placing the assessments on the tax roll and assisting with the preparation of all required documentation related thereto.
- b. Program Report. Administrator will provide the Program Guidelines report (Exhibit B) sufficient to fulfill legal requirements and provide participating property owners with information they need to make informed decisions, including:
- i. Eligibility Requirements. A description of the underwriting criteria and other qualifications for participation in the Program. This includes a description, map or diagram indicating the boundaries where financing can be legally offered.
 - ii. Qualifying Improvements. A list and description of all improvements that are allowed to be financed under the terms of the Program as allowed for by the District.
 - iii. District Finance Plan. A description of the interest rate structure and amortization options available to Participants for payment of assessments. This will include a listing of fees and costs that are associated with the financing.

Payment Schedules. A description of the method for determining payment schedules that identifies the amount and timing of payments to be made during the term of the

assessments. This schedule will be the basis for the assessment installments that will be submitted annually to the tax collector for inclusion on property tax bills.

- iv. **Contractors and Maximum Funding.** A description of how to select a contractor to perform the qualifying improvements and how to determine to maximum amount that the property will qualify for as established by Florida state statute and the District.
 - v. **Compliance and Property Resale.** A description of the Florida state statute's requirements for assessment disclosure upon sale of the property. This includes information concerning the rights and responsibilities of the property owner as they pertain to lenders and mortgage holders of the property
- c. **Policy Statement.** Administrator will provide draft policies for use in contractual assessments between the District and Participants for financing, leasing or refinancing of Eligible Improvements. This policy statement will include, but is not limited to, the following:
- i. **Authorized Officials.** Designation of the District official(s) authorized to enter into Financing Agreements with Participants.
 - ii. **Eligibility.** Identifying the types of properties eligible under the program, i.e. single-family residential, multi-family residential, commercial, industrial, public, etc.
 - iii. **Prioritizing Participant Requests.** A statement that, subject to requirements of Administrator's warehouse lenders, Administrator will process and prioritize Participant requests on a first-come, first-served basis, without regard to size of project or type of property.
 - iv. **Program Timelines.** Specification of estimated timelines for Program set-up and implementation.
- d. **Update and Amend Program.** As necessary, in a manner consistent with Florida law and as directed following any required hearings, Administrator will make requested changes and/or amendments to program elements.

2. Administration

- a. **Internet Presence.** Deliver a localized internet interface, with components and services that shall include the following:
- i. **Program Branding.** Develop a branded, localized website to provide interested persons with Program information and updates.
 - ii. **Property Segmentation.** Provide data analysis and statistical modeling to segment District properties based on age, geographic location, assessed value, and other relevant attributes.
 - iii. **Community Outreach.** Allow property owners to pre-qualify for the Program and provide information to all local stakeholders.
 - iv. **Contractor Engagement.** Offer contractors the ability to access Program services.
- b. **Administrative Software.** Provide access to a proprietary administrative software system that offers capabilities that include, but are not necessarily limited to, the following:

- i. **Contractor Management.** PACE training and registration of contractors in support of their participation in the Program.
- ii. **Project Management.** Features that track contractors, properties and jobs from initial inquiries through project funding.
- iii. **Application Processing.** Everything necessary to apply for financing under the Program.
- iv. **Program forms.** All Program forms with capabilities for electronic and manual preparation.
- v. **Accounting.** The ability to produce comprehensive reports on all financial aspects of the Program on a real-time basis.

c. **Contractor Registration and Training.** Establish standards, check qualifications and register contractors for participation in the Program through a process that provides the following services:

- i. **Screening:** Require participating contractors to certify that they are properly licensed for participation in the Program (this will be done through contractor's self-reporting).
- ii. **Training:** Provide a training program that instructs contractors on Program requirements, use of software tools, customer service and sales strategies.
- iii. **Administrative software tool:** Provide a software platform through which contractors, once registered, can manage projects.
- iv. **Project pre-approval:** Pre-screen properties and property owners.
- v. **Audit tools:** Provide software to analyze energy consumption and quantify efficiencies resulting from projects.

d. **Program Forms.** Provide a portfolio of electronic and paper forms related to the Program including, but not limited to, the following:

- i. **Schedule of Fees**
- ii. **List of Eligible Improvements**
- iii. **Underwriting Terms**
- iv. **Application & Documentation Checklist**
- v. **Application Form**
- vi. **Financing Agreement**
- vii. **Settlement Statement**
- viii. **Mortgage Disclosure Form**
- ix. **Lender Notification**
- x. **Funding Request Checklist**
- xi. **Utility Authorization Form**
- xii. **Closing Checklist**

e. **Applications and Project Management.** Utilize the following procedure for all projects:

- i. **Evaluate applications and process projects as dictated by funding sources.**
- ii. **Underwrite properties and property owners electronically to the extent possible.**

- iii. Provide initial approval or denial letters for all applications.
- iv. Assign the contractors (defined in the Program Guidelines , as it may be amended from time to time) selected by the Participant to utilize the administrative software for project management.
- v. Review submitted energy audits for Program compliance.
- vi. Evaluate Participant-approved construction contracts for Program compliance.
- vii. Instruct Participant to review and execute Financing Agreement.
- viii. Record Financing Agreement and authorize Participant and contractor to obtain permits and proceed to install the improvements.
- ix. Review signed building permits and lien releases, obtain Participant approval of final project accounting and submit for funding.
- x. Obtain Participant payment instructions and fund the project.
- xi. Submit final assessment for inclusion on the property tax bill.
- xii. Set up assessment administration for the property.

g. Marketing. Provide a comprehensive marketing plan for the Program to include, but not be limited to, the following:

- i. Outreach Center. Open an outreach center for stakeholder education, community outreach, customer service, contractor liaison, and information resources. Center will be sized based on the market sector served.
- ii. Branded Collateral Materials. Produce a range of localized Program materials including informational brochures and direct mail pieces.
- iii. Community events and seminars.
- iv. Contractor education and professional development seminars.
- v. Editorial coverage and program promotion.
- vi. Utility, trade group, financial community and political outreach.

h. Program Support. Provide a range of support services to all Program stakeholders, including:

- i. Ongoing assessment tracking, verification and management
- ii. Customized, real-time reporting for District representatives on all aspects of the Program
- iii. Accessibility for District staff during regular business hours
- iv. Attendance at District status meetings and hearings on an as-needed basis

EXHIBIT B

PROGRAM GUIDELINES

In order to apply for financing under the Leon County Energy Improvement District (the "District") Program (the "Program") the property owner must read, accept, and comply with the terms provided herein (the "Program Terms").

These Program Terms, along with the documents property owners execute in connection with the Program (the "Program Documents"), establish the terms of the District Program. Property owners should become familiar with and understand the provisions of the Program Terms. By executing the Program Documents, the property owner agrees to all of the Program Terms. The District reserves the right to amend these Program Terms from time to time as described below. The District has contracted with Ygrene Energy Fund Florida, LLC (the "Administrator") to administer the program. The District will share information with the Administrator and other third parties as necessary to administer the Program.

1. Purpose of the Program

The Program is intended to assist property owners in the District in financing the installation of energy efficiency, wind resistance, water conservation and renewable energy improvements as defined in Section 163.08, Florida Statutes (the "Qualifying Improvements"). The financing and the costs of administering the Program will be repaid through non-ad valorem special assessments added to the property tax bills paid by only those property owners who voluntarily choose to participate in the Program. There may be other types of financing available to property owners and the District does not guarantee that the Program is the best financing option. Property owners should obtain help in selecting the option that is most appropriate for their particular situation.

2. Summary of the Program Process

As discussed in more detail below, in order to receive funding from the Program, property owners must complete the following steps for all property types:

- a. Determine that they meet the eligibility requirements. (see "Eligibility" below).
- b. Apply online or submit a paper application for the Program. (see "Application; Approval or Denial; Application Fee" below).
- c. Agree to these Program Terms and pay an application fee as part of the application process.
- d. At least 30 days before entering into a financing agreement (the "Financing Agreement"), the property owner shall provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the property a notice of the owner's intent to enter into a Financing Agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount.
- e. The Administrator must approve the completed application.
- f. A contractor certified (the "Certified Contractor") through the Program must be selected by the property owner to install the Qualifying Improvements. The Certified Contractor must submit a bid for the installation of Qualifying Improvements on the property
- g. The District will record the signed Finance Agreement or a summary memorandum of such agreement within 5 days of signing. Upon disbursement of funds, the District will

record an addendum to the Financing Agreement indicating the final amount financed which will be annually assessed (the "Settlement Statement").

- h. The District will authorize the release of funds to the property owner after project completion. Property owners may choose to assign payment directly to their Certified Contractor.
- i. Pay the special assessments in the amounts and at the times specified in the Settlement Statement.

3. Eligibility

The Program is available to all privately owned property within the District. The financing terms and conditions set forth in these Program Terms are applicable to financings for the installation of Qualifying Improvements in Commercial properties. Commercial properties will be defined as non residential and income producing residential with four or more units. In order to participate in the Program, a property owner must meet and complete the following requirements and steps:

- a. The property to be improved with the Qualifying Improvements must be located within the District.
- b. All holders of fee simple title to the subject property or, for corporate owners their designee(s), must sign the Program Documents. Therefore, before submitting an application, property owners must ensure that all property owners will agree to participate in the Program on the terms set forth in these Program Terms.
- c. In the case of renewable energy and energy efficiency retrofits, the property owner must agree to provide the Certified Contractor or an energy auditor with access to the property's utility usage history and information to enable the Program to analyze energy savings.
- d. All property taxes and any other assessments levied on the same bill as property taxes must be paid and have not been delinquent for the preceding 3 years or the property owner's period of ownership, whichever is less. There shall be no involuntary liens, including, but not limited to, construction liens on the property. There shall be no notices of default or other evidence of property-based debt delinquency recorded during the preceding 3 years or the property owner's period of ownership, whichever is less. The property owner must not have more than one late mortgage payment on the property for the preceding 3 years or the property owner's period of ownership, whichever is less. Property owner must not have any notices of bankruptcy for the past three years. The total debt of the property, including (i) mortgages and equity lines of credit, secured by the property and (ii) the aggregate principal amount of any fixed assessment liens on the property must not exceed 85% of the fair market value of the property.
- e. For energy efficiency, water conservation, and renewable energy measures, the property owner must submit an energy analysis of the property along with the Certified Contractor's formal bid. An energy analysis of the property is not required for wind resistance improvements.
- f. It is critical to the health of the Program that property owners pay their special assessments and other property-related obligations in full on a timely basis. Consequently, the District reserves the right, in its sole discretion, to request supplemental information from owners and to deny applications based on any negative reports.

4. Initial Application

All property owners interested in applying to the Program must submit the initial application documents listed below along with the required application fee. At the time of application, property owners must agree to the Program Terms. Project applications will receive an administrative point of contact from the Administrator, who will assist in the process.

- a. Application Form, either submitted online or printed and signed, and application fee.
- b. Upon review of the application by the Administrator, applicants will receive either a Notice of Approval or a Notice of Denial.
- c. Upon receipt of a Notice of Approval, applicants must obtain Lender Notification forms, available either on-line or from the Administrator, and submit them to their lender(s). Property owners will be required to provide to the Administrator a Proof of Mailing for Lender Notification forms and copy of the duly filled out form being sent. This process can actually be done by the property owner before applying; however, this is left to the discretion of the property owner.
- d. Upon receipt of a Notice of Approval, applicants can proceed to submit their proposed project for approval (See "Project Approval" below).
- e. Should an application be denied, the notice will include recommend remedial action that may be available to the applicant.

5. Qualifying Improvements; Certified Contractors; Maximum Funding

The following general provisions apply to all projects submitted for funding under the Program:

- a. Program financing may only be used to finance those improvements that are described in the list of Qualifying Improvements (see appendix I). Property owners are responsible to ensure that improvements installed on their property qualify under the program.
- b. The Program is a financing program only. **Neither the District nor the Administrator is responsible for installation of the Qualifying Improvements or their performance.**
- c. The Qualifying Improvements must be affixed to the building or facility that is part of the property and shall constitute an improvement to the building or facility or a fixture attached to the building or facility. Appliances built-in to cabinetry qualify, but freestanding units do not. Built-in lighting fixtures qualify, but replacement of light bulbs alone cannot be financed. Questions regarding Qualified Improvements should be directed to the Administrator.
- d. Qualifying Improvements must be installed by Certified Contractors who meet the eligibility criteria set forth for the specific category of work being financed, and who are listed on the Certified Contractors list that may be obtained on-line or from the Administrator.
- e. The Program requires a minimum funding request of \$2,500.
- f. The Program will approve maximum funding requests in an amount equal to the lesser of (i) the amount which when added to existing debt secured by the property does not exceed 95% of the fair market value of the property, or (ii) the final cost of installing the Qualifying Improvements (including allowable fees). Maximum financing is set at 20% of

the just value of the property as determined by the county property appraiser. For proposed energy-related, commercial projects, the Certified Contractor must submit evidence that the project provides either an SIR of one or greater or a Benefits-to-Cost Ratio (BCR) of one or greater. This BCR value means that the financial benefits of the improvement, including energy savings, reductions in repairs and maintenance expenditures, and reductions in insurance premiums, equal or exceed the Marginal Cost of the system. The Marginal Cost is defined as the difference between the cost of the improvement and a non-efficient alternative. The funding limits are per property per financing request. The Program will not provide financing for any costs in excess of the maximum amounts allowed under FL law.

6. Project Approval

Upon receipt of a Notice of Approval of a Program application and following verification of lender notification being sent, the property owner may proceed to apply for project funding. Following are the steps required to obtain authorization for funding under the Program:

- a. Select a Certified Contractor from the Certified Contractor List. This list is available on-line and/or from the Administrator. Applicants may wish to obtain bids and advice from more than one Certified Contractor.
- b. Work with Certified Contractor(s) to determine the scope and cost of your project, and verify that the proposed work qualifies for funding under the Program. Once Qualifying Improvements are selected, obtain a formal bid from one or more Certified Contractors.
- c. Following review of the project bid(s) select a Certified Contractor to coordinate the project with the Program Administrator. Even if the project requires using more than one trade for various aspects of the work (i.e. – retrofit and solar), applicants must select a lead contractor to process the project. If independent project approvals are being requested by more than one Certified Contractor, multiple applications will be required.
- d. Upon review of the proposed project and the bid(s) submitted for the work, the Administrator will issue either a Project Approval Letter or a Project Denial Letter. This communication will be provided by email unless directed otherwise by the applicant.
- e. Once the project is approved, applicants will be required to execute the Financing Agreement. This is the contract that authorizes the Administrator and the District to record on the property tax record the assessment that will secure the project financing. The Financing Agreement must be recorded prior to commencement of construction.
- f. Once the Financing Agreement is recorded, applicants will receive a Notice to Proceed. Upon receipt of this notice, applicants can sign construction contracts and authorize commencement of the project. If construction begins prior to receipt of a Notice to Proceed, applicants run the risk of not qualifying for Program funding.
- g. If the project is denied, the Project Denial Letter will outline remedial action that may be available to the applicant.

7. Funding

- a. Once the Certified Contractor has completed installation of the Qualifying Improvements, property owners must submit a funding request and the project verification documents. Contact the Administrator for a complete list of required forms and agreements.
- b. If the funding request is not submitted to the Administrator within 7 calendar days after transmittal of the final Program forms, the interest rate may be reset (See "Financing Costs; Interest Rate below).
- c. Upon review of the project record the Administrator will confirm its eligibility for funding and calculate the final assessment details. Prior to the issuance of checks, the property owner must approve and sign the final Settlement Statement.
- d. In the event a property owner cancels financing after submitting a request for funding, all expenses incurred by the Program for recording documents, preparing bond documents and releasing any liens will be the responsibility of the property owner. Property owners may be responsible for expenses incurred by Certified Contractors according to their contracts. The District has no responsibility to release funds to property owners or Certified Contractors for work that has not been completed for any reason.

8. Financing Costs; Interest Rate

- a. In order to receive funding, property owners agree to pay special assessments in an amount equal to (i) the principal amount received from the Program, (ii) interest on the principal amount received from the Program and (iii) initial and on-going administrative expenses (see Appendix II).
- b. Principal. This is the total of all financed project costs. These may include costs associated with implementing the project such as closing fees, permits, audit expenses, application fees and capitalized interest (see "Capitalized Interest" below).
- c. Interest Rate. The rate of interest charged on the amount funded will be fixed for the full term of the assessment. The rate will be set for up to 180 days on the date of Application approval. This rate may be subject to change if project is not funded within this period. Property owners can monitor interest rates on the Program website or by contacting the Administrator.
- d. Capitalized Interest. Because of administrative delays involved in placing assessments on County tax rolls, capitalized interest will be added to the assessment for the time period between funding and the placement of the assessment on the tax roll.

9. Repayment Terms; Special Assessments

- a. Repayment Terms. Following placement of the assessment on the tax roll, the property owner will be obligated to pay the special assessments specified in the Project Approval.
- b. Special Assessments. A property owner must pay the agreed-upon special assessment regardless of personal financial circumstances, the condition of the property, or the performance of the Qualifying Improvements. Property owners should not apply for financing if they are not certain they can meet the assessment obligations. The failure to pay property taxes in full or in part will result in financial repercussions including penalties, interest, the sale of a tax certificate on the property, and possible loss of the property. If property owners use an escrow account to pay their property taxes, they must notify the escrow company of the special assessment. In such cases, property owners will need to increase monthly payments to the escrow account by an amount equivalent to the annual assessment payments, divided by 12 months.

- c. Prepayment of the Assessment. The Assessment may be prepaid in whole at any time upon the payment of (i) the unpaid principal component of the Assessment, (ii) the accrued but unpaid interest component of the unpaid principal component of the Assessment through the prepayment date, and (iii) a prepayment premium in the amount of up to 5%.

10. Compliance with Existing Mortgages

Recordation of the assessment on the tax roll will establish a continuing lien as security for the obligation to pay the special assessments. In accordance with Florida law, the lien securing the obligation to pay the special assessments will be senior to all private liens, including existing mortgage(s). Many mortgage and loan documents limit the ability of a property owner to place senior liens on property without the consent of the lender, or authorize the lender to obligate borrowers to prepay the senior obligation. Program participants should confirm with their lender(s) that participation in the Program does not adversely impact their rights with respect to any existing loan documents. Property owners are required to notify their lenders prior to a funding request and to provide the Administrator with a copy of the letter and proof of mailing. **The Administrator will provide required forms for lender notification, but ultimate responsibility for addressing issues with existing lenders remains with property owners.**

11. Transfer or Resale of the Subject Property

Special Assessments run with the property. In the event of a sale, unless other arrangements are made prior to closing, the annual payments will appear on the new owner's tax bill. For this reason, ownership of any funded Qualifying Improvements (including light bulbs) transfer to the new owner and may not be removed from the property. Program participants agree to make all legally required disclosures regarding the existence of the assessment lien on the property in connection with any sale.

At or before the time a purchaser executes a contract for the sale and purchase of any property for which a non-ad valorem assessment has been levied and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, WATER CONSERVATION, RENEWABLE ENERGY, OR WIND RESISTANCE—The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to its home rule powers and s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, water conservation, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

12. Rebates and Taxes

Participation in this Program does not reduce rebates available through federal, state, utility sponsored and District rebate programs. More information on available programs can be found on-line or through Certified Contractors and other vendors. Participants should consult with their tax advisors with respect to the state and federal tax benefits and consequences of participating in the Program. Neither the District nor the Administrator is responsible for the tax considerations of participating in the Program.

13. Changes in State and Federal Law

The District's ability to continue to finance the Program is subject to a variety of state and federal laws. If those laws or the judicial interpretation thereof changes after a property owner applies for the Program, but before the District fulfills the funding request, the District may be unable to fulfill the request. In such event, the District shall have no liability as a result of any such change in law or judicial interpretation.

14. Changes in Program Terms

The District reserves the right to change the Program Terms at any time without notice. However, no such change will affect a participant's obligation to pay special assessments as set forth in the Settlement Statement. Participation in the Program will be subject to the Program Terms in effect from time to time.

APPENDIX I QUALIFYING IMPROVEMENTS

The following list represents improvements that will be Qualifying Improvements under the District PACE Program. Additional and/or alternative measures may be approved on a case-by-case basis and/or as the list is modified from time to time in compliance with State Law or instructions from the District.

1. Energy Efficiency

- a. Air Sealing and Ventilation
 - Air Filtration
 - Building Envelope
 - Duct Leakage and Sealing
- b. Bathroom, ceiling, and attic fans
- c. Insulation
 - Defect Correction
 - Attic, floor, walls, roof, ducts
- d. Weather-Stripping
- e. Building Envelope Sealing
- f. Geothermal Exchange Heat Pumps
- g. HVAC Systems
- h. Evaporative Coolers
 - Cooler must have a separate ducting system from air conditioning and heating ducting system
- i. Natural gas storage water heater
 - Energy Star listed
- j. Tankless water heater
- k. Solar water heater system
- l. Reflective insulation or radiant barriers
- m. Cool roof
- n. Windows and glass doors
 - U value of 0.40 or less and solar heat gain coefficient of 0.40 or less
- o. Window filming
- p. Skylights
- q. Solar tubes
- r. Additional building openings to provide addition natural light
- s. Lighting
 - Energy Star listed (only retrofits)
- t. Pool equipment
 - Pool circulating pumps

2. Other Non-Residential Building Measures

The following measures are allowed for commercial and non-residential buildings, in addition to all applicable energy efficiency measures listed above:

- a. Occupancy-Sensor Lighting Fixtures
 - SMART Parking Lot Bi-Level Fixture
 - SMART Parking Garage Bi-Level Fixtures
 - SMART Pathway Lighting
 - SMART Wall Pack Fixtures
- b. Task Ambient Office Lighting
- c. Classroom Lighting
- d. Refrigerator Case LED Lighting with Occupancy Sensors
- e. Wireless, daylight lighting controls
- f. Kitchen Exhaust Variable Air Volume Controls
- g. Wireless HVAC Controls & Fault Detection
- h. Electric Vehicle Charging Stations

3. Solar Equipment

- a. Solar thermal hot water systems
- b. Solar thermal systems for pool heating
- c. Photovoltaic systems (electricity)
- d. Emerging technologies – following the Custom Measures Track

4. Wind Resistance Measures

Wind hardening measures can be deployed through this Program. The measures described qualify.

- a. Improving the strength of the roof deck and foundation attachment.
- b. Creating a secondary water barrier to prevent water intrusion.
- c. Installing wind-resistant shingles or other roofing.
- d. Installing gable-end bracing.
- e. Reinforcing roof-to-wall connections.
- f. Installing storm shutters.
- g. Installing perimeter-opening protections.
- h. Raising building elevations.

5. Water Conservation

- a. Faucet aerators
- b. Core plumbing system
- c. Gray-water system
- d. Instantaneous hot-water heater
- e. Recirculation hot-water system

- f. Hot-water pipe insulation
- g. Irrigation-control system
- h. Irrigation system
- i. Rainwater cistern
- j. Demand initiated hot-water system
- k. Low-flow showerhead
- l. High-efficiency toilets
- m. Demand water softener
- n. Whole-house water-manifold system
- o. Cooling-condensate reuse
- p. Cooling-tower conductivity controllers
- q. Deionization
- r. Filter upgrades
- s. Foundation drain water
- t. Industrial-process water-use reduction
- u. Pre-rinse spray valves
- v. Recycled water source
- w. Urinals
- x. Waterless urinals

Custom Measures

The Custom Measures Track is a process by which the Energy Center Manager and/or staff can evaluate and approve funding for projects that are not "off the shelf" improvements listed in the Qualifying measures. These custom projects may involve large scale industrial or commercial energy efficiency improvements; processing or industrial mechanical systems; and renewable energy generation from sources such as geothermal and fuel cells. The following are examples of custom measures that will be considered for Clean Energy Leon funding:

- a. Custom Energy Efficiency Measures
 - Building energy management controls
 - HVAC duct zoning control systems
 - Irrigation pumps and controls
 - Lighting controls
 - Industrial and process equipment motors and controls
 - Electric Vehicle Charging Equipment
- b. Custom Energy Generation Measures
 - Fuel Cells
 - Wind turbine power system
 - Natural gas
 - Hydrogen fuel
 - Other fuel sources (emerging technologies)
 - Co-generation (heat and energy)

**APPENDIX II
ADMINISTRATIVE FEES AND CLOSING COSTS**

| COMMERCIAL | | | | |
|--------------------------------|------------------------|------------------------|---------------------|--------------------|
| | <i>PV</i> | <i>EE</i> | <i>Water</i> | <i>Wind</i> |
| Application Fee | \$250 | \$250 | \$250 | \$250 |
| Processing & Underwriting Fee | \$250 | \$250 | \$250 | \$250 |
| Jurisdiction Cost Recovery Fee | See Table | See Table | See Table | See Table |
| Recording & Disbursement Fee | \$250 | \$250 | \$250 | \$250 |
| Trustee and Escrow Fee | <i>TBD</i> | | | |
| Energy Pro Fee | See Table ¹ | See Table ¹ | Not Required | |

¹Cost/Benefit or SIR must be greater than 1.

| JURISDICTION COST RECOVERY FEE³ | | |
|---|----------------------------|-------------------------------|
| | <i>Project Size</i> | <i>Fee</i> |
| COMMERCIAL | < \$250,000 | \$225 |
| | ≥ \$250,000 | \$75 + (.0008 x Project Size) |

³\$75 allocated for District cost recovery, remainder for Bond Counsel

| ENERGY PRO - COMMERCIAL PROJECTS | |
|---|-------------------|
| <i>Project Size</i> | <i>Fee</i> |
| ≤ \$100,000 | \$450 |
| \$100,001 - \$200,000 | \$600 |
| \$200,001 - \$300,000 | \$750 |
| ≥ \$300,001 + | \$900 |

LEON COUNTY PACE PROGRAM DISTRICT LIABILITY

Overview of Transaction

The Leon County Energy Improvement District (the “District”) is a dependent special district created by Leon County (the “County”) for the purpose, among other things, of issuing revenue bonds and other debt obligations to provide funds for financing the cost of “qualifying improvements,” as defined under Section 163.08, Florida Statutes (the “PACE Statute”) which generally include renewable energy, energy efficiency and conservation and wind resistance improvements to real property (“Qualifying Improvements”).

The District will issue revenue bonds in a not-exceed principal amount determined by the District (the “Bonds”) to fund the program. The Bonds will be privately placed with a Ygrene Energy Fund, Inc. (the “Purchaser”) and issued as Drawdown Bonds. The Purchaser will fund the purchase price of the Bonds by making advances under the Drawdown Bonds as needed to finance a project. Each advance will be secured by a single Financing Agreement and assessment lien on a single property.

Each individual property owner within the jurisdiction of the District desiring to finance Qualifying Improvements under the program will enter into a Financing Agreement (“Financing Agreement”) with the District under which the property owner will agree to the District’s imposition of a non-ad valorem assessment on the property which will run with the land.

Ygrene Energy Fund Florida, LLC will act as Program Administrator (the “Program Administrator”). The Program Administrator will take applications, do the underwriting, and prepare the necessary documents, including the Financing Agreement, provide the financing, and record the assessment lien.

Legal Considerations Regarding Structure

The principal of and interest on the Bonds will be payable solely from the proceeds of the non-ad valorem assessments imposed pursuant to Financing Agreements with affected property owners, and the funds and accounts pledged under the Trust Indenture securing the Bonds (the “Indenture”). No other revenues of the District or the County will be pledged, and bondholders will have no claim to any such revenues.

The Bond Resolution, the Bonds and the Indenture will provide in substance the following:

The Bonds and the obligations and covenants of the District under the Bonds, the Indenture, the Financing Agreements and other documents (collectively, the “Program Documents”) shall not be or constitute a debt, liability, or general obligation of the District, the County, the State of Florida, or any political subdivision or municipality thereof, nor a pledge of the full faith and credit or any taxing power of the District, the County, the State or any political subdivision or municipality thereof, but shall constitute special obligations of the District

payable solely from the non-ad valorem assessments as evidenced by the Financing Agreements and secured under the Indenture, in the manner provided therein. The holders of the Bonds shall not have the right to require or compel any exercise of the taxing power of the District, the County, the State of Florida or of any political subdivision or municipality thereof to pay the principal of or interest on the Bonds or to make any other payments provided for under the Program Documents. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the District, the County, the State of Florida or any political subdivision or municipality thereof (other than the District with respect to the levy of the non-ad valorem assessments) to levy or to pledge any form of taxation or assessments whatsoever therefor.

Thus, there will be no obligation of either the District or the County to pay debt service on the Bonds other than from the non-ad valorem assessments as and when received.

There is no guaranty, of course, that the District or County will not be sued if the Bondholders are not paid as a result of the assessments not being paid; however, because of the express language above, any such suit would be without merit. Moreover, the structure has additional elements that should significantly reduce the possibility of a Bondholder lawsuit. First, it is expected that the Purchaser, a Ygrene entity, will hold most or all of the Bonds. Second, if the Purchaser desires to transfer any portion of the Bonds, the documents will restrict such transfer to sophisticated investors who will be required to sign an investor letter acknowledging that they understand the risks involved.

RESOLUTION NO. 2013-__

A RESOLUTION OF THE BOARD OF THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$200,000,000 LEON COUNTY ENERGY IMPROVEMENT DISTRICT REVENUE BONDS IN VARIOUS SERIES FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF QUALIFYING RENEWABLE ENERGY, ENERGY EFFICIENCY AND CONSERVATION, ENERGY SAVING WATER CONSERVATION AND WIND RESISTANCE IMPROVEMENTS FOR USE BY PROPERTY OWNERS WITHIN THE JURISDICTION OF THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF TRUST INDENTURES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS; PROVIDING FOR THE PAYMENT OF SUCH BONDS; APPROVING THE FORM OF THE FINANCING AGREEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF FINANCING AGREEMENTS; PROVIDING FOR ASSIGNMENT OF ADMINISTRATION AGREEMENT; AUTHORIZING THE VALIDATION OF SUCH BONDS; AUTHORIZING AND DIRECTING THE REPRESENTATIVES AND OFFICERS OF THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT TO TAKE ALL NECESSARY ACTION IN CONNECTION WITH THE SALE AND DELIVERY OF THE BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution (the “Master Bond Resolution”) of the Leon County Energy Improvement District (the “District”) is adopted pursuant to the provisions of Chapter 125, Florida Statutes, as amended, Section 163.08, Florida Statutes, as amended (the “PACE Act”), Chapter 189, Florida Statutes, as amended (the “Special District Act”), Chapter 15 of the Leon County Code of Ordinances (the “Code”) and other applicable provisions of law (collectively, the “Act”).

SECTION 2. FINDINGS. The District hereby finds, determines and declares as follows:

(A) The District was created by Ordinance No. 10-12 adopted by the Board of County Commissioners of Leon County, Florida (the “County”) on April 13, 2010, now codified as Chapter 15 of the Code, pursuant to and in accordance with the Florida Constitution and Chapter 125, Florida Statutes, as amended, as a dependent special district within the meaning of the Special District Act.

(B) The District was created for the purpose, among other things, of issuing revenue bonds and other debt obligations to provide funds for financing the cost of “qualifying improvements” as defined in the PACE Act and “energy efficiency improvements,” “renewable energy improvements” or “wind resistance improvements” as defined in Chapter 15 of the Code, (“Qualifying Improvements”).

(C) The PACE Act is additional and supplemental authority to county and municipal home rule authority and is not in derogation of such authority or a limitation upon such authority.

(D) Pursuant to the authority granted under the Act, the District is authorized to issue revenue bonds and other debt obligations in its name, the proceeds from the sale of which shall be made available to property owners within the jurisdiction of the District (“Property Owners”) as herein described.

(E) Proceeds from the sale of the bonds and other debt obligations shall be deposited in one or more funds to be created and established pursuant to the Indentures (as hereinafter defined), and when made available to the Property Owners shall be duly applied toward the financing of Qualifying Improvements.

(F) The District endeavors to provide an efficient approach as to the implementation and administration of introducing the Property Owners to improvement vendors, and securing the funding for such improvements in a manner which effects a compelling state interest of, among other things, conserving energy, reducing use of fossil fuel, reducing production of greenhouse gases, promoting energy security, and promoting storm, wind and hurricane mitigation, all in a manner which facilitates substantial employment and positive economic activity throughout the District.

(G) The most desirable means of funding the energy and wind resistance improvement finance program contemplated herein is by the issuance of revenue bands and other debt obligations in an aggregate principal amount not to exceed \$200,000,000, to be issued at such times, in such amounts and in such designated series as may be hereafter provided by subsequent resolution of the District.

(H) Such revenue bonds and other debt obligations may be issued as fixed and/or variable rate instruments, in either case with the interest thereon either excludable (if permitted under federal tax law) or not excludable from the gross income of the holders thereof for purposes of federal income taxation.

(I) In order to secure the issuance of and the payment of the principal of and interest on the Bonds, the District shall hereafter enter into one or more trust indentures (the “Indentures”) with one or more banking institutions or trust companies which shall provide for, among other things, the form of the bonds and other debt instruments, the manner in which funds shall be disbursed to Property Owners, the manner in which the bonds and other debt obligations are to be issued including, without limitation, the setting of interest rates and interest accrual periods thereon, and the manner in which the principal of, premium, if any, and interest on the

bonds and other debt obligations shall be paid as the same shall become due and payable whether by tender, maturity, redemption or acceleration.

SECTION 3. ENERGY AND WIND RESISTANCE IMPROVEMENT FINANCE PROGRAM. An energy and wind resistance improvement finance program (the “Program”) to be administered by the District, pursuant to which (i) proceeds from the sale of the District’s revenue bonds and other debt obligations are made available to Property Owners in order to finance Qualifying Improvements and (ii) the repayment of the bonds and other debt obligations will be secured by non-ad valorem assessments imposed by the District in accordance with the PACE Act, is hereby authorized and approved.

SECTION 4. AUTHORIZATION OF THE BONDS. There is hereby authorized, pursuant to the Act, the issuance of the District’s revenue bonds and other debt obligations designated as “Leon County Energy Improvement District [Taxable] [Tax-Exempt] [Commercial Paper] Revenue [Bonds] (Various Series)” in an aggregate principal amount not to exceed \$200,000,000 outstanding from time to time (the “Bonds”), a portion of which may be issued from time to time in the form of a revolving line of credit or similar borrowing allowing for the repayments and reborrowing of a designated sum of money. The Bonds shall be issued at such time or times, in such amount or amounts, be designated as such series, be in substantially such form, mature at such time or times, all as authorized by subsequent resolution of the District on or before the award and sale of each respective series of Bonds and upon such terms and conditions as set forth in or as established pursuant to the terms of the Indentures. The interest payment dates, tender periods and interest rate or rates, including both variable and fixed rates, will be established by subsequent resolution of the District on or before the award and sale of each series of Bonds and in accordance with the guidelines and procedures as established by each Indenture not to exceed the maximum interest rate or discount rate permitted by Florida law.

SECTION 5. AUTHORIZATION OF EXECUTION AND DELIVERY OF INDENTURES. The Chairman, Vice-Chairman, Secretary and Executive Director of the District or such other designated person of the District as may be hereafter selected by the District (each a “Designated Officer”) are hereby authorized and directed to execute and deliver, as security for the payment of the principal of, premium, if any, and interest on the Bonds, the Indentures to be entered into by and between the District and banking institutions or trust companies to be selected and approved by subsequent resolution of the District prior to the issuance of each series of the Bonds from among qualified institutions (the “Trustee”) in the form or forms approved by the District, with such changes, insertions and omissions as may be approved by the Designated Officer executing each such Indenture, the execution thereof being conclusive evidence of such approval.

SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF FINANCING AGREEMENTS. The District shall enter into financing agreements with participating Property Owners (“Financing Agreements”), pursuant to which non-ad valorem special assessments will be levied on their property to provide funds to pay the costs of Qualifying Improvements. The Financing Agreements shall be in compliance with and satisfy the requirements of the PACE Act, shall clearly set forth the agreement and consent of all

owners of any property to the levy of a non-ad valorem assessment pursuant to the Program (each a "Program Special Assessment"), and acknowledge satisfaction of any notice and due process requirements necessary to render the Special Assessments valid and enforceable. The Chairman, Vice-Chairman, Secretary and Executive Director of the District or other Designated Officers are hereby authorized and directed to execute and deliver the Financing Agreements. The text and form of the Financing Agreement is attached hereto as Exhibit "A", with such insertions and variations as may be necessary and desirable, as same are authorized or permitted by the PACE Act, this Resolution, or by subsequent resolution or resolutions of the District adopted prior to the execution thereof, and as may be necessary to reflect the characteristics of any particular installment or series of Bonds and the details of the particular project to be financed and the financing terms. Each Financing Agreement or a memorandum thereof shall be recorded in the Official Records of the County, as required by the PACE Act.

SECTION 7. MANNER OF PAYMENT. The principal of, premium, if any, and interest on the Bonds and other debt obligations issued pursuant to the Program shall be payable solely from and secured to the extent and as provided in the Indentures. Pursuant to the Indentures, the debt service on the Bonds shall be payable solely from the proceeds of non-ad valorem assessments imposed pursuant to the Financing Agreements with affected Property Owners as provided for in the PACE Act, and the funds and accounts described in and as pledged and as limited under the Indentures. The Bonds and the obligations and covenants of the District under the Indentures and other documents (collectively, the "Program Documents") shall not be or constitute a debt, liability, or general obligation of the District, the County, the State of Florida, or any political subdivision or municipality thereof, nor a pledge of the full faith and credit or any taxing power of the District, the County, the State or any political subdivision or municipality thereof, but shall constitute special obligations of the District payable solely from the non-ad valorem assessments as evidenced by the Financing Agreements and secured under the Indentures, in the manner provided therein. The holders of the Bonds shall not have the right to require or compel any exercise of the taxing power of the District, the County, the State of Florida or any political subdivision or municipality thereof to pay the principal of, premium, if any, or interest on the Bonds or to make any other payments provided for under the Indentures or the Program Documents. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the District, the County, the State of Florida or any political subdivision or municipality thereof to levy or to pledge any form of taxation or assessments whatsoever therefor (other than Special Assessments).

SECTION 8. NO THIRD PARTY BENEFICIARIES. Except as herein or in the Program Documents otherwise expressly provided, nothing in this Master Bond Resolution or in the Program Documents, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the District, the County, the holders of the Bonds and the Trustee, any right, remedy or claim, legal or equitable, under and by reason of this Master Bond Resolution or any provision thereof or of such documents, this Master Bond Resolution, such documents and all provisions thereof being intended to be and being for the sole and exclusive benefit of the District, the County, the holders of the Bonds and the Trustee.

SECTION 9. LIMITATION ON USE OF BOND PROCEEDS. The proceeds of the Bonds may be used only for purposes of funding Qualifying Improvements and expenses

incidental thereto, as authorized by and in the manner set forth in the PACE Act and Chapter 15 of the Code.

SECTION 10. AUTHORIZED AMOUNT OF BONDS. Bonds issued pursuant to the Indentures or any subsequent resolution of the District to redeem and/or refund any revenue bonds or other indebtedness of the District shall be deemed to be a continuation of the debt refunded or redeemed and shall not be considered to be an issuance of an additional principal amount of debt chargeable against the amount of Bonds originally authorized to be issued.

SECTION 11. ADMINISTRATION AGREEMENT. The District has engaged Ygrene Energy Fund Florida, LLC (together with any successors or assigns, the “Administrator”) to act as the administrator of the Program pursuant to a Third Party Administration Agreement dated as of September 11, 2013 (the “Administration Agreement”).

SECTION 12. PREREQUISITES PERFORMED. All acts, conditions and things relating to the passage of this Master Bond Resolution required by the Constitution or laws of the State of Florida to happen, exist, and be performed precedent to and in the passage hereof have happened, exist and have been performed as so required.

SECTION 13. GENERAL AUTHORITY. The District and its Chairman, Vice-Chairman, Secretary, Executive Director or other Designated Officers are hereby authorized to do all acts and things required of them to be consistent with the requirements of this Master Bond Resolution, any resolutions relating to the Program hereafter enacted, the Financing Agreements and the Program Documents, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the Bonds, such resolutions, the Financing Agreements, the Program Documents and this Master Bond Resolution.

SECTION 14. VALIDATION AUTHORIZED. The County Attorney and Bryant Miller Olive P.A., Bond Counsel to the County, are hereby authorized and directed to promptly prepare and file proceedings and to take such appropriate action for the validation of the Bonds herein authorized in conformity with applicable law.

SECTION 15. RESOLUTION CONSTITUTES A CONTRACT. This Master Bond Resolution constitutes a contract between the District and the holders from time to time of any of the Bonds then outstanding, and all covenants and agreements set forth herein and in the Program Documents to be performed by the District shall be for the equal and ratable benefit and security of all holders of outstanding Bonds without privilege, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as set forth in the Program Documents.

SECTION 16. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions contained herein shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the

remaining covenants, agreements or provisions hereof and shall in no way affect the validity of any of the other provisions of this Master Bond Resolution.

SECTION 17. EFFECTIVE DATE. This Master Bond Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 19th day of November, 2013.

**LEON COUNTY ENERGY IMPROVEMENT
DISTRICT**

By: _____
Chairman

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

By: _____
Clerk

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

EXHIBIT "A"
FORM OF FINANCING AGREEMENT

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

| | |
|--|--|
| <p>LEON COUNTY ENERGY IMPROVEMENT DISTRICT, a dependent special district,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> | <p>CIVIL ACTION NO. _____</p> <p>VALIDATION OF NOT TO EXCEED \$200,000,000 LEON COUNTY ENERGY IMPROVEMENT DISTRICT REVENUE BONDS, VARIOUS SERIES</p> |
| <p>THE STATE OF FLORIDA, AND ALL OF THE SEVERAL PROPERTY OWNERS, TAXPAYERS AND CITIZENS OF LEON COUNTY, FLORIDA, INCLUDING NON- RESIDENTS OWNING PROPERTY OR SUBJECT TO TAXATION THEREIN AND ALL OTHERS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN PROPERTY TO BE AFFECTED BY THE ISSUANCE OF THE BONDS HEREIN DESCRIBED, OR TO BE AFFECTED THEREBY,</p> <p style="text-align: center;">Defendants.</p> <p>_____ /</p> | |

**COMPLAINT FOR VALIDATION OF BONDS PURSUANT TO CHAPTER 75,
FLORIDA STATUTES**

Plaintiff, the LEON COUNTY ENERGY IMPROVEMENT DISTRICT, brings this Complaint for Validation against the State of Florida and all of the property owners, taxpayers and citizens of the Leon County, Florida, including non-residents owning property or subject to taxation therein and all others having or claiming any right title or interest in property to be affected by the Plaintiff's issuance of not exceeding \$200,000,000 in aggregate principal amount at any one time outstanding of the Leon County Energy Improvement District Revenue Bonds, in various series (the "Bonds"), hereinafter described, or to be affected in any way thereby, and respectfully shows and represents unto the Court as follows:

JURISDICTION AND VENUE

1. The Plaintiff is authorized under Chapter 75, Florida Statutes, to file this Complaint in this Court to determine the validity of the Bonds, the pledge of revenues for the payment thereof, the validity of the non-ad valorem assessments which shall comprise all or in substantial part the revenues pledged, the proceedings relating to the issuance thereof and all matters connected therewith.¹ All actions and proceedings of the Plaintiff in this cause are in accordance with Chapter 75, Florida Statutes, as amended.

2. The parties named as Defendants in this Complaint are the proper parties under the provisions of Section 75.02, Florida Statutes.

3. Venue in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida is proper under the provisions of Section 75.02, Florida Statutes.

THE PLAINTIFF IS A PROPER PARTY TO BRING THIS ACTION

4. The Plaintiff is a valid and legally existing dependent special district within the State of Florida created pursuant to Ordinance No. 10-12 adopted by the Board of County Commissioners of Leon County, Florida (the “County”) on April 13, 2010, now codified as Chapter 15 of the Leon County Code of Ordinances (the “Code”), pursuant to and in accordance with the Florida Constitution and Chapter 125, Florida Statutes, as amended. A copy of Chapter 15 of the Code is attached hereto as proposed Plaintiff’s Exhibit “1”.

5. Chapter 15 of the Code provides the authority of the Plaintiff (a) to act, provide its services, and conduct its affairs within the County; (b) to facilitate the voluntary acquisition, delivery, installation or financing of “qualifying improvements” as defined in Section 163.08,

¹ Plaintiff wishes to point out and asks the Court to take judicial notice that the Court recently validated two separate issues of bonds involving virtually identical factual circumstances and legal issues. See Final Judgment in Florida PACE Funding Agency v. State of Florida, Civil Action No. 2011-CA-1834, filed August 25, 2011, and Final Judgment in Green Corridor Property Assessment Clean Energy (PACE) District v. State of Florida, Civil Action No. 2012-CA-002897, filed October 23, 2012.

Florida Statutes (the “PACE Act”) and “energy efficiency improvements,” “renewable energy improvements” or “wind resistance improvements” as defined in Chapter 15 of the Code (“Qualifying Improvements”) to property owners desiring such improvements who are willing to enter into financing agreements (“Financing Agreements”) with the Plaintiff as provided for in the PACE Act and agree to impose non-ad valorem assessments which shall run with the land on their respective properties; (c) to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (d) to issue bonds of the Plaintiff to fund and finance the Qualifying Improvements; and (e) to provide for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Plaintiff.

6. No municipality within the County is prohibited from enacting, implementing and operating a non-ad valorem assessment program to finance Qualifying Improvements under the PACE Act by any provision of any agreement between the Plaintiff and a public or private power or energy provider or other utility provider, since (a) any provision of such agreements are rendered unenforceable if used to limit or prohibit any local government from exercising its authority to operate a program under the PACE Act and (b) Chapter 15 of the Code provides that any municipality within the County may enact an ordinance setting forth the exclusion of property within its boundaries from the District.

THE PLAINTIFF HAS AUTHORITY TO ISSUE THE BONDS

7. Authority is conferred upon the Plaintiff, under and by virtue of the laws of the State of Florida, particularly Chapter 125, Florida Statutes, as amended, the PACE Act, Chapter 189, Florida Statutes, as amended (the “Special District Act”), Chapter 15 of the Code and other applicable provisions of law (collectively, the “Act”), to issue its revenue bonds or other debt

obligations and use the proceeds thereof for purposes of financing Qualifying Improvements within the County.

8. The Bonds or other debt obligations will be issued by the Plaintiff pursuant to a Master Bond Resolution. A copy of the form of the Master Bond Resolution is attached hereto as proposed Plaintiff's Exhibit "2".

**THE PLAINTIFF IS ACTING IN COMPLIANCE WITH
THE PACE ACT AND THE CODE**

9. The Bonds, or other debt obligations issued by the Plaintiff, enable the Plaintiff to lawfully create and administer financing programs related to the provision of Qualifying Improvements. The Bonds may be solely secured by the proceeds derived from special assessments in the form of non-ad valorem assessments imposed by the Plaintiff, upon the voluntary agreement of the record owners of the affected property as authorized by the PACE Act. In order to pay the costs of Qualifying Improvements, the PACE Act expressly authorizes the imposition and collection of "non-ad valorem assessments" as defined in Section 197.3632(1)(d), Florida Statutes, which constitute a lien against the affected property, including homestead property, as permitted by Article X, Section 4 of the Florida Constitution.

10. The PACE Act and Chapter 15 of the Code authorize the Plaintiff (a) to finance Qualifying Improvements through the execution of Financing Agreements and the related imposition of non-ad valorem assessments, (b) to incur debt for purposes of providing such Qualifying Improvements, payable from revenues received from such non-ad valorem assessments or any other available revenue source authorized by law and (c) to administer, or allow for the administration of, a Qualifying Improvement program by a for-profit entity or a not-for-profit entity. A copy of the PACE Act is attached hereto as proposed Plaintiff's Exhibit "3".

11. The PACE Act is additional and supplemental to county and municipal home rule authority and is not in derogation of such authority or a limitation upon such authority.

12. The PACE Act includes the following legislative determinations: (A) In chapter 2008-227, Laws of Florida, the Legislature amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements through enhanced conservation and efficiency measures in all end-use sectors and reduce atmospheric carbon dioxide by promoting an increased use of renewable energy resources.

(B) That act also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security and the reduction of greenhouse gases.

(C) In chapter 2008-191, Laws of Florida, the Legislature adopted new energy conservation and greenhouse gas reduction comprehensive planning requirements for local governments.

(D) The Legislature finds that all energy-consuming improved properties that are not using energy conservation strategies contribute to the burden affecting all improved property resulting from fossil fuel energy production.

(E) Improved property that has been retrofitted with energy-related Qualifying Improvements receives the special benefit of alleviating the property's burden from energy consumption.

(F) All improved properties not protected from wind damage by wind resistance Qualifying Improvements contribute to the burden affecting all improved property resulting from potential wind damage. Improved property that has been retrofitted with wind resistance

Qualifying Improvements receives the special benefit of reducing the property's burden from potential wind damage.

(G) The installation and operation of Qualifying Improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies.

(H) In order to make Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.

THE PLAINTIFF HAS AUTHORITY TO ENTER INTO THE FINANCING AGREEMENTS AND TO IMPOSE NON-AD VALOREM ASSESSMENTS

13. The Legislature determined that the actions authorized under the PACE Act, including, but not limited to, the financing of Qualifying Improvements through the execution of Financing Agreements between property owners and local governments and the resulting imposition of voluntary non-ad valorem assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants. To that end, the District will enter into a Financing Agreement with each property owner that desires to obtain financing under the District's program. A copy of the form of the Financing Agreement is attached hereto as proposed Plaintiff's Exhibit "4".

14. The non-ad valorem assessments imposed pursuant to the PACE Act (a) are only imposed with the written consent of the affected property owners, (b) are evidenced by a Financing Agreement as provided for in the PACE Act which comports with and evidences the provision of due process to every affected property owner, (c) constitutes a valid and enforceable

lien permitted by Article X, Section 4 of the Florida Constitution, of equal dignity to taxes and other non-ad valorem assessments and is paramount to all other titles, liens or mortgages not otherwise on parity with the lien for taxes and non-ad valorem assessments, which lien runs with, touches and concerns the affected property, and (d) are used to pay the costs of Qualifying Improvements necessary to achieve the public purposes articulated by the PACE Act. As such, the non-ad valorem assessments imposed pursuant to the PACE Act are indistinguishable from and fully equivalent to all other non-ad valorem assessments providing for the payment of costs of capital projects, improvements, and/or essential services (e.g., infrastructure and services related to roads, stormwater, water, sewer, garbage removal/disposal, etc.) which benefit property or relieve a burden created by property in furtherance of a public purpose.

15. Florida law provides that the amount of any given non-ad valorem assessment may not exceed the benefit conferred on the land, nor may it exceed the cost for the improvement and necessary incidental expenses. Non-ad valorem assessments imposed pursuant to the PACE Act are no different than any other non-ad valorem assessment imposed by a local government and therefore may not exceed the cost of the improvement and necessary incidental expenses.

16. Non-ad valorem assessments imposed pursuant to the PACE Act, among other things, meet and comply with the well-settled case law requirements of a special benefit and fair apportionment required for a valid special or non-ad valorem assessment.

17. Any non-ad valorem assessments levied and imposed against affected real property must be collected pursuant to the uniform collection method set forth in Section 197.3632, Florida Statutes, pursuant to which non-ad valorem assessments are collected annually over a period of years on the same bill as property taxes.

18. Non-ad valorem assessments imposed pursuant to the PACE Act are not subject to discount for early payment. Avoiding discounts for early payment of non-ad valorem assessments actually lowers the costs of annual collection paid by the affected property owners.

19. The PACE Act expressly clarifies and distinguishes the relationship of prior contractual obligations or covenants of a property owner which allow for unilateral acceleration of payment of a mortgage, note or lien or other unilateral modification, with the action of a property owner entering into a Financing Agreement pursuant to the PACE Act. The PACE Act lawfully recognizes the Financing Agreement required therein as the means to evidence a non-ad valorem assessment and renders unenforceable any provision in any agreement between a mortgagee or other lien holder and a property owner which allows for the acceleration of payment of a mortgage, note, lien or other unilateral modification, solely as a result of entering into a Financing Agreement pursuant to the PACE Act which establishes a non-ad valorem assessment. This provision of the PACE Act does not result in a contractual impairment of the mortgage or similar lien, as the assessment established by a Financing Agreement is no different from any other lawful non-ad valorem assessment, and does not impair the value of the prior contract (e.g. mortgagee's interest).

20. Even if the Financing Agreement is deemed to result in an impairment of contract as a result of the PACE Act, such impairment is not substantial nor does it constitute an intolerable impairment, and as such does not warrant overturning the PACE Act as there is an overriding necessity for the PACE Act. The PACE Act requires that any mortgage lien holder on a participating property must be provided not less than 30 days prior notice of the property owner's intent to enter into a Financing Agreement together with the maximum principal amount of the non-ad valorem assessment and the maximum annual assessment amount. The PACE Act

does not limit the authority of the mortgage holder or loan servicer to increase or require monthly escrow payments in an amount necessary to annually pay the Qualifying Improvement assessment. The PACE Act additionally requires as a condition precedent to the effectiveness of a non-ad valorem assessment (i) a reasonable determination of timely payment of property taxes and assessments during the preceding three (3) years, (ii) the absence of any current involuntary liens on the property, (iii) the absence of any property-based debt delinquencies during the preceding three (3) years, (iv) verification that the property owner is current on all mortgage debt on the property, (v) that, without the consent of the mortgage holder or loan servicer, the total amount of any non-ad valorem assessment for Qualifying Improvements not exceed twenty percent (20%) of the just value of the property, except that energy conservation and efficiency improvements and renewable energy improvements are not subject to the twenty percent (20%) of just value limit if such improvements are supported by an energy audit which demonstrates that annual energy savings from the improvements equal or exceed the annual repayment of the non-ad valorem assessment and (vi) that any work requiring a license under any applicable law to make the Qualifying Improvement be performed by a properly certified or licensed contractor. Finally, each Financing Agreement (or a memorandum thereof) must be recorded in the public records of the county where the property is located promptly after the execution thereof. The PACE Act (i) was enacted to deal with broad generalized economic or social problems, (ii) is based on historical principles of law in existence before any affected mortgage or other debt instrument was entered into and operates and will be administered in an area of intense governmental regulation and public scrutiny, and (iii) is, or provides for conditions which are, tolerable in light of covenants contained in mortgage and other debt instruments which may otherwise allow for unilateral acceleration.

21. The Qualifying Improvements and all costs associated therewith funded with the proceeds of the non-ad valorem assessments evidenced by any Financing Agreement pursuant to the PACE Act must convey a special benefit to the real property subject to the assessment and the cost of the service or improvement must be fairly and reasonably apportioned among such real property. The special benefit necessary to support the imposition of a non-ad valorem assessment may consist of the relief or mitigation of a burden created by the affected real property.

22. Qualifying Improvements address the public purpose of reducing, mitigating or alleviating the affected properties' burdens relating to energy consumption resulting from use of fossil fuel energy and/or reduce burdens or demands of affected properties that might otherwise result from potential wind, storm or hurricane events or damage.

23. The voluntary application for funding to finance a Qualifying Improvement and entry into a written Financing Agreement as required by and pursuant to the PACE Act provides direct, competent and substantial evidence that each affected property owner has determined and acknowledged that the cost of Qualifying Improvements is equal to or less than the benefits received or burdens relieved or mitigated as to any affected property and has been provided and received substantive and procedural due process in the imposition of the resulting non-ad valorem assessments.

24. The unique and specific procedures required by the PACE Act provide written and publicly recorded evidence that no affected property owner will be deprived of due process in the imposition of the non-ad valorem assessments or subsequent constructive notice that the assessment has been imposed.

**THE PLAINTIFF HAS AUTHORITY TO ISSUE THE BONDS THROUGH ADOPTION
OF THE MASTER BOND RESOLUTION**

25. The Master Bond Resolution authorizes Plaintiff's issuance of not exceeding \$200,000,000 in aggregate principal amount at any one time outstanding of Leon County Energy Improvement District Revenue Bonds, in various series, in order to provide funds with which to administer an energy and wind resistance improvement finance program to facilitate the provision, funding and financing of Qualifying Improvements.

26. The Master Bond Resolution provides that the Bonds will be issued in such amounts, at such time or times, be designated as such series, be dated such date or dates, mature at such time or times, be subject to tender at such times and in such manner, contain such redemption provisions, bear interest at such rates not to exceed the maximum permitted by Florida law, including variable and fixed rates, and be payable on such dates as provided in the various trust indentures to be entered into by and between the Plaintiff and one or more national banking associations or trust companies authorized to exercise trust services in Florida, to be determined by a resolution of the Plaintiff to be adopted prior to the issuance of the Bonds (the "Indentures").

THE PLAINTIFF HAS PROVIDED A MECHANISM TO SECURE THE BONDS

27. The Master Bond Resolution provides that the principal of, premium, if any, and interest on the Bonds shall be payable solely from the proceeds of non-ad valorem assessments imposed by Plaintiff pursuant to Financing Agreements with affected property owners as provided for in the PACE Act, and the funds and accounts described in and as pledged and as limited under the Indentures (the "Pledged Revenues").

28. The Pledged Revenues pledged to one series of Bonds may be different than the Pledged Revenues pledged to other series of Bonds.

29. Bonds issued pursuant to the Master Bond Resolution to redeem and/or refund any bonds or other indebtedness of the Plaintiff shall be deemed to be a continuation of the debt refunded or redeemed and shall not be considered to be an issuance of an additional principal amount of debt chargeable against the amount originally validated in this proceeding and authorized to be issued.

30. The Bonds and any series thereof may be issued such that the interest thereon shall not be excluded from gross income of the holders thereof for purposes of federal income taxation, or may be issued such that the interest thereon shall be excluded from gross income of the holders thereof for purposes of federal income taxation.

31. The Bonds and any series thereof may be issued such that the Bonds are or are not further secured by one or more bond insurance policies, letters of credit, surety bonds or other form of credit support.

32. The Master Bond Resolution requires the use of Financing Agreements in establishing any non-ad valorem assessment in the manner provided for in the PACE Act.

33. The Master Bond Resolution provides that the Bonds and the obligations and covenants of the Plaintiff under the Indentures, the Financing Agreements and other documents (collectively, the "Program Documents") shall not be or constitute a debt, liability, or general obligation of the Plaintiff, the County, the State of Florida, or any political subdivision or municipality thereof, nor a pledge of the full faith and credit or any taxing power of the Plaintiff, the County, the State or any political subdivision or municipality thereof, but shall constitute special obligations of the Plaintiff payable solely from the non-ad valorem assessments as evidenced by the Financing Agreements and secured under the Indentures, in the manner provided therein. The holders of the Bonds shall not have the right to require or compel any

exercise of the taxing power of the Plaintiff, the County, the State of Florida or of any political subdivision or municipality thereof to pay the principal of, premium, if any, or interest on the Bonds or to make any other payments provided for under the Program Documents. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the Plaintiff, the County, the State of Florida or any political subdivision or municipality thereof (excluding the District with respect to the levy of the non-ad valorem assessments) to levy or to pledge any form of taxation or assessments whatsoever therefor.

THE PLAINTIFF'S LIABILITIES UNDER THE PACE ACT ARE LIMITED

34. Plaintiff is and shall be subject to Section 768.28, Florida Statutes, and any other provisions of Florida law governing sovereign immunity.

THE PLAINTIFF HAS COMPLIED WITH ALL CONSTITUTIONAL AND STATUTORY CONDITIONS PRECEDENT TO THE ISSUANCE OF THE BONDS

35. All requirements of the Constitution and laws of the State of Florida pertaining to the issuance of the Bonds and the adoption of the proceedings of the Plaintiff have been complied with.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that an Order be issued against the State of Florida, and against all of the several property owners, taxpayers and citizens of Leon County, Florida, including non-residents owning property or subject to taxation therein, and all others having or claiming any right, title or interest in property to be affected by the issuance of the Bonds or to be affected in any way thereby, requiring all such persons and the State of Florida, through its State Attorney for the Second Judicial Circuit, to appear at a time and place within the Second Judicial Circuit designated by such Order, and to show cause why the prayer of this Complaint should not be granted, and the validity of the Bonds, the Financing Agreements, Chapter 15 of

the Code, the PACE Act, the matters shown and represented to the Court in each of the preceding numbered paragraphs including, but not limited to, the proceedings related thereto, the Master Bond Resolution and the adoption thereof, the revenues pledged or covenanted for the repayment of the Bonds, the validity of the Financing Agreements entered into and the non-ad valorem assessments imposed pursuant to the PACE Act which shall evidence and comprise all or in substantial part the revenues pledged, should not be validated and confirmed as herein prayed. Plaintiff further prays that upon final hearing of this cause a judgment of the Court be entered validating the Bonds to be issued and all matters set forth in this Complaint, and providing such other and additional relief as the Court shall determine to be appropriate.

Dated: _____, 2013

Respectfully submitted,

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

HERBERT W.A. THIELE, ESQ.
County Attorney
Florida Bar No. 261327
thieleh@leoncountyfl.gov
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301
(850) 606-2500
andersone@leoncountyfl.gov (Paralegal)

Counsel for Plaintiff

EXHIBIT "1"

Chapter 15 of the Leon County Code of Ordinances

EXHIBIT "2"

Master Bond Resolution

EXHIBIT “3”

PACE Act

EXHIBIT "4"

Financing Agreement