

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

**Tuesday, February 25, 2014
3:00 P.M.**

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

COUNTY COMMISSIONERS

Kristin Dozier, Chairman
District 5

Bill Proctor
District 1

Jane Sauls
District 2

John Dailey
District 3



Mary Ann Lindley, Vice Chair
At-Large

Bryan Desloge
District 4

Nick Maddox
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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

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

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

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, February 25, 2014, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Bryan Desloge

AWARDS AND PRESENTATIONS

- Proclamation for Women in Construction Week 2014
(Chairman Kristin Dozier)
- Proclamation for Salvation Army's Human Trafficking Symposium
(Chairman Kristin Dozier)
- Proclamation Honoring the 100th Birthday of the Late Reverend Dr. Charles Kenzie Steele, Sr.
(Vice-Chairman Mary Ann Lindley)

CONSENT

1. Adoption of Proposed Revised Policy No. 02-12, "Leon County Investment Policy"
(Clerk of the Court/Finance)
2. Ratification of Board Actions Taken at the February 11, 2014 Workshop on the Cultural Plan Update Committee Report
(County Administrator/Economic Development & Business Partnerships/Tourism)
3. Approval to Sponsor the Florida Association of Counties' 2014 Legislative Day
(County Administrator/Economic Development & Business Partnerships/Intergovernmental Affairs)
4. Approval of Payment of Bills and Vouchers Submitted for February 25, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of February 26 through March 10, 2014
(County Administrator/Financial Stewardship/Office of Management & Budget)
5. Approval of Proposed New "Vending Machine Services Policy"
(County Administrator/Financial Stewardship/Purchasing)
6. Request to Schedule the Second Public Hearing on a Community Development Block Grant FFY 2013 Housing Application for Tuesday, March 11, 2014 at 6:00 p.m.
(County Administrator/Human Services & Community Partnerships/Housing)

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

7. Accept the Affordable Housing Advisory Committee's 2014 Report of Recommendations
(County Administrator/Human Services & Community Partnerships/Housing)
8. Acceptance of the 2012-13 Annual Report of the Code Enforcement Board and the Code Compliance Program.
(County Administrator/Public Works & Community Development/DSEM/Permit and Code Services)
9. Acceptance of a Status Report on the January 13, 2014 Development Support and Environmental Management's Lunch & Learn Meeting
(County Administrator/Public Works & Community Development/DSEM/Building Plans Review & Inspection)
10. Acceptance of the Leon County Citizens Advisory Water Resources Committee FY 2013 Annual Report
(County Administrator/Public Works & Community Development/PLACE/Planning)
11. Adoption of a Resolution Expressing Support and Urging the Florida House of Representatives, the Florida Senate, and Governor Scott, to Fully Support Medicaid Expansion
(County Administrator/Economic Development & Business Partnerships/Intergovernmental Affairs)

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

12. Approval of Interlocal Agreement Between Leon County and the Animal Services Center
(County Administrator/County Administration)
13. Consideration of the 2014 Operation Thank You Event Honoring World War II Veterans
(County Administrator/County Administration)
14. Consideration of Proposed Partnership with the Village Square on the Next Iteration of the Citizen Engagement Series
(County Administrator/County Administration)
15. Ratification of Board Actions Taken at the February 11, 2014 Workshop on the Sales Tax Committee Final Report and Recommendations
(County Administrator/Economic Development & Business Partnerships/Intergovernmental Affairs)
16. Approval of Agreement Awarding Bid to Jenkins Roofing in the Amount of \$457,895 for the 25-Year Warranted Reroofing of the Bank of America Building
(County Administrator/Public Works & Community Development/Facilities Management)

17. Approval of Agreement Awarding Bid to ACC Advanced Coatings in the Amount of \$314,228 for Waterproofing the Bank of America Building
(County Administrator/Public Works & Community Development/Facilities Management)
18. Consideration of Full Board Appointment of Two Commissioners to the Value Adjustment Board
(County Administrator/County Administration/Agenda Coordinator)

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

- Leon County Educational Facilities Authority Financial Statements – September 30, 2013

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, March 11, 2014 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

2014

JANUARY

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DECEMBER

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PUBLIC NOTICE
2014 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>
February 2014	Monday 24	3:00 – 5:00 p.m.	Intergovernmental Agency (Blueprint) City Commission Chambers
	Tuesday 25	12:00 – 1:30 p.m.	Workshop on Fire Safety Infrastructure Needs in Unincorporated Leon County
		1:30 p.m.	Joint City/County Workshop on Cycle 2014-1 Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting
	Thursday 27	9:30 a.m.	CRA Meeting; City Commission Chambers
March 2014	<i>Saturday 1 – Wednesday 5</i>	<i>NACO Legislative Conference</i>	<i>Washington Hilton Washington, D.C.</i>
	Monday 10	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	<u>Tuesday 11</u>	1:30 – 3:00 p.m.	Workshop on County Health Programs
		3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>Second Public Hearing on a Community Development Block Grant FFY 2013 Housing Application</u>
	Tuesday 25	No Meeting	NO MEETING
	Thursday 27	9:30 a.m.	CRA Meeting; City Commission Chambers
		<i>FAC Legislative Day</i>	FSU Turnbull Conference Center Tallahassee
April 2014	<i>Thursday 3</i>	<i>8:30 a.m. – 5:00 p.m.</i>	<i>NACo Community Dialogue to Improve Health Location to be determined</i>
	Tuesday 8	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Public Hearing on Cycle 2014-1 Comprehensive Plan Amendments
	Monday 14	9:00 a.m. – 1:00 p.m.	CRTPA Retreat; <i>Location TBD</i>
	<i>Thursday 17 – Friday 18</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: UF Hilton, Gainesville; Alachua County</i>
	Tuesday 22	3:00 p.m.	Regular Meeting
	Thursday 24	9:30 a.m.	CRA meeting; City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
May 2014	<u>Tuesday 13</u>	<u>1:30 – 3:00 p.m.</u>	<u>Workshop on County Health Programs</u>
		3:00 p.m.	Regular Meeting
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA); City Commission Chambers
	Monday 26	Offices Closed	MEMORIAL DAY
	<u>Tuesday 27</u>	<u>9:00 a.m. – 12:00 p.m.</u>	<u>FY 2014/2015 Budget Workshop</u>
		4:30 – 3:00 p.m.	Workshop on County Health Programs
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Public Hearing on Cycle 2014-1 Comprehensive Plan Amendments
	Thursday 29	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
June 2014			
	Tuesday 10	3:00 p.m.	Regular Meeting
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA); City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
	<i>Tuesday 17- Friday 20</i>	<i>FAC Annual Conference</i>	<i>Hilton Bonnet Creek Orange County</i>
	Tuesday 24	3:00 p.m.	Regular Meeting
	Thursday 26	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
July 2014			
	Friday 4	Offices Closed	JULY 4TH HOLIDAY
	Monday 7	9:00 a.m. – 5:00 p.m.	FY 2014/15 Budget Workshop <u>Canceled</u>
	Tuesday 8	9:00 a.m. – 3:00 p.m.	FY 2014/15 Budget Workshop
		3:00 p.m.	Regular Meeting
	Wednesday 9	9:00 a.m. – 3:00 p.m.	FY 2014/15 Budget Workshop, <i>if necessary</i>
	Thursday 10	9:30 a.m.	CRA Meeting; City Commission Chambers
	<i>Friday 11- Monday 14</i>	<i>NACo Annual Conference</i>	<i>Morial Convention Center Orleans Parish/New Orleans, Louisiana</i>
	Tuesday 22	No Meeting	BOARD RECESS
	<i>TBD</i>	<i>National Urban League Annual Conference</i>	<i>Cincinnati, Ohio</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
August 2014	<i>Friday 8 – Sunday 10</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Omni Amelia Island Plantation</i>
	Tuesday 12	No Meeting	BOARD RECESS
	Tuesday 26	3:00 p.m.	Regular Meeting <i>Canceled</i>
September 2014	Monday 1	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 2	3:00 p.m.	Regular Meeting
	<i>Sunday 14– Wednesday 17</i>	<i>ICMA Annual Conference</i>	<i>Charlotte/Mecklenburg North Carolina</i>
	Monday 15	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		5:00 – 8:00 p.m. 5:30 p.m.	Intergovernmental Agency (IA) Meeting FY 2015 Budget Public Hearing City Commission Chambers
	<u>Tuesday 16</u>	3:00 p.m.	Regular Meeting <i>Scheduled for September 2, 2014</i>
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2014/2015 *
	<i>Wednesday 17– Friday 19</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>Sandestin Beach Resort Walton County</i>
	<i>Wednesday 17– Saturday 20</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Thursday 18	4:00 p.m.	CRA Meeting; City Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2014/2015*
October 2014	TBD	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 UF Hilton, Gainesville; Alachua County</i>
	Tuesday 14	3:00 p.m.	Regular Meeting
	Monday 20	9:00 a.m. – 1:00 p.m.	CRTPA Retreat (<i>Location TBD</i>)
	Thursday 23	9:30 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 28	3:00 p.m.	Regular Meeting

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2014	Monday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 17	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA); City Commission Chambers
	Tuesday 18	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
	Thursday 20	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Thursday 27	Offices Closed	THANKSGIVING DAY
	Friday 28	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2014			
	<i>Wednesday – 3 Friday 5</i>	<i>FAC Legislative Conference</i>	<i>Sawgrass Marriot St. John's County</i>
	<i>Wednesday 3</i>	<i>New Commissioner Workshop</i>	<i>Sawgrass Marriot St. John's County</i>
	<i>Friday 5</i>	<i>FAC Workshop</i>	<i>Sawgrass Marriot St. John's County</i>
	Monday 8	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 9	3:00 p.m.	Regular Meeting
	Thursday 11	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 23	No Meeting	BOARD RECESS
	Thursday 25	Offices Closed	CHRISTMAS DAY
	Friday 26	Offices Closed	FRIDAY AFTER CHRISTMAS DAY
January 2015			
	Thursday 1	Offices Closed	NEW YEAR'S DAY

Citizen Committees, Boards, and Authorities 2014 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (3 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

Joint City/County/School Board Coordinating Committee

Board of County Commissioners (1 appointment)

EXPIRATIONS

FEBRUARY 28, 2014

Value Adjustment Board

Board of County Commissioners (2 Commissioner appointments)

MARCH 31, 2013

Contractors Licensing and Examination Board

Commissioner - District IV: Desloge, Bryan (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

Science Advisory Committee

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District II: Sauls, Jane (1 appointment)

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District IV: Desloge, Bryan (1 appointment)

APRIL 30, 2014

Commission on the Status of Women and Girls

Board of County Commissioners (4 appointments)

Commissioner - District I: Proctor, Bill (1 appointments)

Commissioner - District III: Dailey, John (1 appointments)

Commissioner - District V: Dozier, Kristin (1 appointments)

Tallahassee City Commission (3 appointments)

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

MAY 31, 2014

Minority, Women & Small Business Enterprise (M/WSBE) Committee

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

JUNE 30, 2014

Adjustment and Appeals Board

Board of County Commissioners (2 appointments)
Tallahassee City Commission (1 appointment)

Planning Commission

Board of County Commissioners (1 appointment)
Tallahassee City Commission (1 appointment)
Leon County School Board (1 appointment)

Workforce Plus

Board of County Commissioners (4 appointments)

JULY 31, 2014

Big Bend Health Council, Inc.

Board of County Commissioners (4 appointments)

Educational Facilities Authority

Board of County Commissioners (2 appointments)

Enterprise Zone Agency Development (EZDA) Board of Commissioners

Board of County Commissioners (3 appointments)

Water Resources Committee

Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

AUGUST 31, 2014

Code Enforcement Board

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District II: Sauls, Jane (1 appointment)

SEPTEMBER 30, 2014

Health Coordinating Committee

Board of County Commissioners (5 appointments)

Council on Culture & Arts

Board of County Commissioners (1 appointment)

Research and Development Authority at Innovation Park

Board of County Commissioners (2 appointments)

OCTOBER 31, 2014

Audit Advisory Committee

Board of County Commissioners (2 appointments)
Clerk of the Courts (3 appointments)

Tourist Development Council

Board of County Commissioners (3 appointments)
Tallahassee City Commission (2 appointments)

DECEMBER 31, 2014

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)

Joint City/County Bicycle Working Group

Board of County Commissioners (2 appointments)
Tallahassee City Commission (4 appointments)

Library Advisory Board

Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Bill Proctor. (1 appointment)
Commissioner - District V: Kristin Dozier (1 appointment)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Bob Inzer, Clerk of the Circuit Court and Comptroller

Title: Adoption of Proposed Revised Policy No. 02-12, "Leon County Investment Policy"

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:	Norma Parrish, Treasury Manager

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the proposed revised Policy No. 02-12, "Leon County Investment Policy" (Attachment #1).

Report and Discussion

Background:

This item seeks Board adoption of revisions to Policy 02-12, "Leon County Investment Policy," which include changes to the Section related to Risk Diversification and minor edits to Exhibit A for consistency within the Policy. Section 218.415, Florida Statutes, provides units of local government with the ability to conduct investment activity outside the framework of that Statute that is consistent with a written plan adopted by the local governing body. This policy was adopted by the Board on September 17, 2002, and authorizes Leon County's (County) investment activity. The Policy applies to all funds held for the benefit of the Board. The Board has established several objectives that will be applied to the management of the County's funds.

Investment Objectives:

- The primary investment objective is to insure safety of County assets.
- The second investment objective is to provide sufficient liquidity to meet the County's operating, payroll, and capital requirements.
- The third objective is to maximize the return on the portfolio at a pre-defined and acceptable level of risk.

Analysis:

The Investment Policy provides for an Investment Oversight Committee (IOC) to work with the Clerk of the Court and Comptroller in the investment of the portfolio. Annually, the IOC reviews the Investment Policy and recommends proposed revisions to the Board. The IOC is comprised of three citizens, including two members appointed by the Board: IOC Chairman Michael Kramer, Stan Barnes, and one member appointed by the clerk of Court, Marvin Garland. In addition to the citizen appointees, the IOC includes Deputy County Administrator Alan Rosenzweig and Clerk of Court and Comptroller Bob Inzer.

The IOC met on July 31, 2013 and thoroughly examined the current Policy. The IOC approved revisions to the Policy, consistent with the investment objectives, to recommend to the Board.

The following summarizes the proposed policy revisions and are offered to further control risks:

- **Section XIV (N2).**
Replace AA- with AAA credit rating
- **Section XIV (N4).**
Replace "subsector" with "issuer"
Change to Exhibit A for consistency (Attachment #1, page 13)
- **Section XIV (N).**
Increase the maximum allocation to Asset Backed Securities to 10% of portfolio value. Additionally, a restriction limiting the allocation to traditional consumer receivables, such as automobile, equipment, utility, and credit card receivables was added.
- **Section XVI(A).**
Expand prohibition on foreign investments to clarify that all investments must be issued by U.S. domiciled institutions in addition to being denominated in U.S. dollars.

Accordingly, the IOC recommends the Board adopt the proposed revised Leon County Investment Policy.

Options:

1. Adopt the proposed revisions to Policy No. 02-12, "Leon County Investment Policy."
2. Do not adopt the proposed revisions to Policy No. 02-12, "Leon County Investment Policy."
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Proposed Revised Investment Policy

BI/NP/rv

Board of County Commissioners Leon County, Florida

Policy No. 02 - 12

Title: Leon County Investment Policy
Date Adopted: ~~October 11, 2011~~ February 25, 2014
Effective Date: ~~October 11, 2011~~ February 25, 2014
Reference: N/A
Policy Superseded: Policy No. 02-12, Leon County Investment Policy, revised October 11, 2011; Policy No. 02-12, Leon County Investment Policy, revised September 14, 2010; Policy No. 02-12, Leon County Investment Policy, revised September 2, 2008; Policy No. 02-12, revised January 11, 2005; Policy No. 02-12, adopted September 17, 2002

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 02-12, revised ~~September 14, 2010~~ October 11, 2011, is superseded and a revised Policy is hereby adopted, to wit:

It is the policy of the Leon County Finance Division that:

Introduction

The following Investment Policy, within the context of the County's Investment Ordinance, is intended to set forth the framework within which the County's investment activities will be conducted. The Investment Policy establishes parameters for investment activity, which may be further restricted by the Investment Oversight Committee or by investment staff. The Investment Policy provides parameters to limit risk and ensure a broadly diversified portfolio. Upon approval of changes to the Investment Policy, existing holdings which are inconsistent with the requirements are exempt from the new Policy. These holdings will be managed prudently, while efforts are made to bring into compliance with new Policy.

In establishing this Investment Policy, the Board of County Commissioners recognizes the traditional relationship between risk and return and acknowledges that all investments whether they are for one day or years, involve a variety of risks related to maturity, duration, credit, market and reinvestment risk.

When choosing between alternative investments, staff should structure the portfolio based on an understanding of the variety of risks and basic principles of diversification on the structure of the portfolio. With adoption of this Investment Policy, the County recognizes the goals of preservation of principal, maintaining adequate liquidity and ultimately pursuing attractive total return in the portfolio management, in that order. Ongoing portfolio management is to add economic value to a portfolio under circumstances prevailing during the management process. This may necessitate the sale of securities at a loss in order to reduce portfolio risk (without material reduction in return) or to achieve a greater overall return (without assuming material amounts of additional risk) that could have been obtained if the original position had been held.

The Board recognizes the value of external, as well as internal, management. External management is best employed where greater knowledge and skills are required due to either the nature of the investment instruments, the risks associated with longer duration, or the need to closely monitor credit considerations. Internal management is best employed when risks are low, maturity considerations limited, and the ability for external management to enhance yield is limited by low overall interest rates.

I. SCOPE

This Policy applies to all funds held by the County in excess of those required to meet current expenses.

II. GOALS

The goal of the investment program, to the extent feasible, should be:

- A. To ensure that all of the public funds in possession of the County are invested 100% of the time in either interest-earning accounts or interest bearing securities;
- B. To produce investment income and price return (total return) at a level determined to be reasonable based on market dynamics or appropriate benchmarks.

III. INVESTMENT OBJECTIVES

The primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity, and finally, return maximization.

- A. Safety of Principal-This is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults or erosion of market value. This is best insured by establishing minimum acceptable credit ratings limiting the portfolio's overall duration setting maximum exposures by sector, defining appropriate levels of diversification and authorized transactions and limiting exceptions.
- B. Maintenance of Adequate Liquidity-A portion of the County's overall portfolio should be maintained very liquid in order to meet operating, payroll, and ongoing capital requirements. Maintaining a core level of assets with the government pools, such as the Treasury Special Purpose Investment Account (SPIA) or other short-term entities, is viewed as the best way of maintaining secure asset values with sound investment practices.

The remainder of the overall portfolio should be managed in such a manner that funds can be liquidated in a reasonable amount of time, recognizing that there are other sources for day-to-day liquidity and that this portfolio is primarily available for income generation within the constraints of this Policy.

- C. Return Maximization-Return is of least importance compared to the safety and liquidity objectives above. Return maximization is to be guided by the predefined and acceptable levels of risk as defined in this Policy.

IV. STANDARDS OF PRUDENCE

The "prudent person" standard shall be applied in the management of the overall investment portfolio. The Clerk and Finance Department employees performing the investment functions, acting as a "prudent person" in accordance with established procedures and this Policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that appropriate monitoring efforts are performed.

The "prudent person" standard is herewith understood to mean the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

V. ETHICAL STANDARDS

Officers, employees and investment advisor vendors of the Clerk's Office who are involved in the investment process shall refrain from personal business activity that could conflict with State Statutes, County ordinances, proper management of the investment portfolio or which could impair their ability to make impartial investment decisions. Investment officials and employees, including members of the Investment Oversight Committee, shall disclose any material financial interests in any investment firms, or financial institutions that conduct business with the County and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the County.

Limits of Liability - The County shall provide for the defense and indemnification of any Committee member who is made a party to any suit or proceeding, other than by an action of the County, or against whom a claim is asserted, by reason of their actions taken within the scope of their service as an appointed member of this committee. Such indemnity shall extend to judgments, fines, and amounts paid in settlement of such claim suit, or proceeding, including any appeal thereof. This protection shall extend only to members who have acted in good faith and in a manner, which they reasonably believe to be in, or not opposed to, the best interest of the County.

VI. AUTHORITY

Responsibility for the investment program is vested with the Clerk of the Circuit Court. The Clerk hereby delegates the day-to-day responsibility for the administration of the investment program to the Finance Director. The Finance Director shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. No person may engage in an investment transaction except as stated in the Internal Controls Section of this Policy.

The Clerk of the Circuit Court, as part of their responsibility, will establish procedures to implement this Policy and assure compliance.

VII. INVESTMENT OVERSIGHT COMMITTEE

The Board is responsible for setting guidelines for the investment of the portfolio through the adoption of this Investment Policy. The Board recognizes that there is an expertise required both for setting the guidelines and the review of performance, which may exceed the technical background of individual commissioners and has, therefore, created the Investment Oversight Committee. This Committee is charged with the responsibility to review this Policy on a regular basis and to recommend changes. The Clerk will provide the Committee with reports in sufficient detail as may be requested by the Committee in order for them to review the performance of the portfolio. The Committee will establish portfolio benchmarks in order to judge the performance of the portfolio with respect to the market and other portfolios of similar size and limitations. The Committee will provide the Board a report as of the close of the fiscal year recapping the performance of the portfolio and any outside managers. The Board or the Committee may request additional meetings to discuss issues of concern or direction.

VIII. EXTERNAL INVESTMENT MANAGERS

The County may utilize external investment managers to assist with management of the portfolio. External management may be employed in situations where, due to limitations in the areas of staff time or expertise or the volume of securities available to the portfolio, such outside resources would be in a better position to overcome such limitations. The securities purchased by the external manager on behalf of the County, or held by the fund in which the assets are invested, must be in compliance with the constraints identified by this Policy with respect to specific instruments, maturity, composition, credit, and diversification. The average duration of the funds managed by any one external manager on behalf of the County as part of the portfolio shall not exceed three years.

External managers are selected through a competitive selection process (an RFP). In making this selection, consideration will be given to past investment performance, fees, assets under management, experience of the firm and the individuals managing portfolios of similar size, complexity and investment restrictions. External managers will be evaluated and retained based upon their investment performance.

IX. SECURITY SELECTION PROCESS

Securities selected for purchase or sale should seek to provide the highest rate of return within all relevant parameters considering current objectives, known needs of the portfolio and limitations of this Policy. Whenever practical, asset purchases and sales will be done through a competitive bid process, attempting to use as many as three bids for each transaction and records of all bids will be kept a minimum of two years. For the external manager, the process for selection of securities and broker firms will be exempt from this Policy.

Overnight Repurchase Agreements and other transactions with maturities at the time of purchase of seven days or less will be exempt from this requirement due to the short duration of the transaction and the inability to effectively bid this on a nightly basis.

X. RISK DIVERSIFICATION AND PORTFOLIO COMPOSITION

The County recognizes that investment risks can result from issuer defaults, market price changes, changes in credit ratings, reinvestment of principal and interest, or various technical complications leading to temporary non-liquidity. Portfolio diversification and maturity limitations are employed as primary methods of controlling risk. Market value shall be the basis for determining portfolio percentages as required for the portfolio.

A. Issuer and Credit Risk

The structure of the portfolio is designed to minimize credit risk. The majority of the securities held will be those of the highest available credit quality ratings. Staff will notify the IOC at any time holdings drop below the minimum credit ratings specified in this Policy. The IOC will consider the market environment and make recommendations to hold and continue to monitor the investments or liquidate the investments.

To further limit the County's risk against possible credit losses, a maximum of 3% of the total portfolio managed by the County's external manager may be held at any one time in all securities of any corporate entity, inclusive of commercial paper, medium term notes, or corporate notes and bonds.

For purposes of this Policy, the top nationally recognized credit rating agencies (NRSROs) for all credit-sensitive securities are Moody's Investor Services, Standard and Poor's, and Fitch Investor Services.

B. Maturity and Interest Rate Risk

To meet the day-to-day operating needs of the County and to provide the readily-available cash to meet unforeseen temporary cash requirements, the portfolio shall maintain in liquid investments (defined as repurchase agreements purchased under the terms of the County's depository contract, open repurchase agreements, financials deposit instruments insured by the Federal Deposit Insurance Corporation, banker's acceptance, commercial paper, U.S. Treasury direct and agency obligations, all having a maturity of 90 days or less, and the Treasury Special Purpose Investment Account) a minimum balance equal to one-twelfth of the then-current fiscal year's budgeted operating expenditures.

The range of duration for the County's overall portfolio is defined as 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above.

C. Market Volatility

By establishing maturity or duration limitations on the aggregate portfolio, the County acknowledges its understanding that longer investments generally entail a greater potential for income returns, but at the risk of increased price volatility.

To further provide for capital protection, a volatility range is established wherein the market value of the overall portfolio should be targeted to remain within a range of +/- 5% from the portfolio's par value. If the market value moves outside of this range, the Investment Oversight Committee shall be convened and consulted. A decision shall be made and the County Administrator will be advised of the magnitude of the deviation and the actions to move the portfolio back within the range.

D. Investment Maturity and Liquidity

To the extent possible, an attempt will be made to structure the investment portfolio consistent with expected cash flow requirements. While investment maturities will not exceed the expected cash flow requirements, they may be shorter. Investments do not necessarily have to be made for the same length of time that the funds are available following the basic investment principals that are listed in Section IX.

XI. INVESTMENT PERFORMANCE AND REPORTING

A quarterly investment report shall be prepared by the Finance Office and provided to the County Administrator and the Investment Oversight Committee. The report shall include a breakdown of the portfolio by sector, maturity, yield, as well as its overall performance during that period with sufficient detail for a comprehensive review of investment activity and performance.

Annually, a recapitulation report will be presented to the Board of County Commissioners ("Board"), which shall include securities in the portfolio by sector, book value, income earned, market value and yield. Performance measurements shall be utilized which are appropriate to the maturity, risk characteristics, investment limitations and size of the portfolio. At a minimum, portfolio performance shall be measured by comparing its year-to-date earnings to an appropriate benchmark.

The County Administrator shall be notified immediately of deviations from currently approved investment policies.

XII. THIRD-PARTY CUSTODIAL AGREEMENTS

The Clerk will execute a Third Party Custodial Safekeeping Agreement with a depository chartered by the United States Government or the State of Florida. All securities purchased, and/or collateral obtained by the Clerk, shall be properly designated as an asset of the County and held in an account separate and apart from other assets held by the depository. No withdrawal of such securities, in whole or in part, shall be made from safekeeping, except by authorized staff. The Clerk will enter into a formal agreement with an institution of such size and expertise as is necessary to provide the services needed to protect and secure the investment assets of the County.

Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

The Third-Party Custodial Safekeeping Agreement shall include letters of authority from the Clerk, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping and transactions costs, procedures in case of wire failure or other unforeseen mishaps, including the liability of each party.

XIII. MASTER REPURCHASE AGREEMENT

The County will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

XIV. PERMISSABLE INVESTMENTS

The following are the guidelines for investments and limits on security issues, issuers, and maturities as established by the Clerk (EXHIBIT A). The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director, directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting.

Internal Investments

- A. The Local Government Surplus Trust Fund (SBA) and Treasury Special Purpose Investment Account (SPIA).

Investment in each pool is limited to a maximum of 50% of the portfolio.

- B. The Florida Local Government Investment Trust (FLGIT) and the Florida Municipal Investment Trust (FMIvT). A maximum of 15% of the portfolio may be invested in FLGIT and in each of the FMIvT pools.

- C. Constant Net Asset Value Money Market Mutual Funds (U.S. Government Securities, Repurchase Agreements, Commercial Paper and Bankers' Acceptances)

1. Investments may be made in SEC qualified constant net asset value fixed income money market mutual funds rated AAAM or AAAG comprised of only those investment instruments as authorized in this Section XIV Portfolio Composition, provided that such funds do not allow derivatives.

- D. Financial Deposit Instruments

For funds that are initially deposited in a qualified public depository, the selected depository may arrange for depositing funds in financial deposit instruments insured by the Federal Deposit Insurance Corporation in one or more federally insured banks or savings and loan associations wherever located for the account of Leon County Board of County Commissioners.

1. A maximum of 30% of the portfolio may be invested in financial deposit instruments.

2. The maximum maturity on any certificate shall be no greater than two years from the time of purchase with the average maturity of all financial deposit instruments no greater than one year.

External Investments

E. Repurchase Agreements

1. Investments may be made in repurchase agreements comprised of only those investments as authorized in Sections XIV. H, I, and J, and based on the requirements set forth in the Clerk's Master Repurchase Agreement.
 - a. All firms with whom the Clerk enters into repurchase agreements will have in place and executed a Master Repurchase Agreement.
 - b. All repurchase agreements with a term longer than one business day will have the collateral held by a third party custodian.
 - c. The collateral held pursuant to a repurchase agreement shall have a maturity of less than five years and must have a mark-to-market value of 102 percent during the term of the repurchase agreement. A maximum of 15% of the external portfolio may be invested in repurchase agreements with the exception of one business day agreements and overnight sweep agreements.
2. A maximum of 5% of the external portfolio may be invested with any one institution or dealer with the exception of one business day agreements.
3. The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

F. Bankers' Acceptances

1. Investments may be made in bankers' acceptances which are inventory based and issued by a bank, which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's and "A-1" and "A" by Standard & Poor's.
2. A maximum of 15% of the external portfolio may be directly invested in bankers' acceptances at time of purchase.
3. A maximum of 5% of the external portfolio may be invested with any one issuer.
4. The original maturity of the security must be 270 days or less.

G. Commercial Paper

1. Investments may be made in commercial paper of any United States company, which is rated at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).
2. A maximum of 20% of the external portfolio may be directly invested in prime commercial paper at time of purchase.
3. A maximum of 5% of the external portfolio may be invested with any one issuer.
4. The maximum length to maturity for prime commercial paper shall be 270 days.

H. United States Government Securities

1. Investments may be made in negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to, the following: Treasury and Cash Management Bills, State and Local Government Series (SLGS), Notes, Bonds Treasury Strips, and Treasury Inflation Protected Securities (TIPS).
2. The external portfolio can be composed of up to 100% of these investments.
3. The maximum final maturity of any direct investment in all the various forms of direct government guaranteed securities is 10 years, except for the underlying securities of repurchase agreements.

I. United States Federal Agencies (full faith and credit of the U.S. Government)

1. Investments may be made in bonds, debentures or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities are limited to the following: Small Business Administration, United States Department of Agriculture, United States Export-Import Bank, direct obligations or fully guaranteed certificates of beneficial ownership, Farms Home Administration, Federal Financing Bank, Federal Housing Administration Debentures, General Services Administration Participation Certificates, United States Maritime Administration Guaranteed, Title XI Financing, New Communities Debentures, United States Government guaranteed debentures, U. S. Public Housing Notes and Bonds, U.S. Government guaranteed public housing notes and bonds, U.S. Department of Housing and Urban Development Project notes and local authority bonds.
2. Agencies backed by the full faith and credit of the U.S. Government may comprise 100% of the external portfolio.
3. A maximum of 20% of the external portfolio may be invested in each of the above listed Federal Agencies.
4. A maximum final maturity for an investment in any United States Government agency security is five years.

J. Federal Instrumentalities (United States Government Agencies which are non-full faith and credit)

1. Investments may be made in bonds, debentures or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following: Federal Farm Credit Bank (FFCB), Federal Home Loan Bank or its district banks (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), including participation certificates and Tennessee Valley Authority (TVA).
2. A maximum of 45% of the external portfolio may be invested in Federal Instrumentalities.
3. A maximum of 15% of the external portfolio may be invested in any one issuer.
4. The maximum final maturity for an investment in any Federal Instrumentality is five years.

K. Corporate Debt Securities

1. Investments may be made in notes, medium term notes, discount notes and variable-rate securities issued by any corporation, provided that such instrument is rated A or better by at least two NRSROs, at time of purchase.
2. All corporate transactions must be payable in U.S. dollars.
3. A maximum of 25% of the external portfolio may be invested in corporate fixed income securities.
4. A maximum of 3% of the external portfolio may be invested with any one issuer.
5. The maximum length to maturity for an investment fixed income security is five years.

L. Municipal Bonds

1. Investments may be made in notes or bonds issued by governmental entities or territorial boundaries of the United States, provided that such instrument is rated A or better by at least one NRSRO.
2. A maximum of 35% of the external portfolio may be invested in municipal securities at time of purchase.
3. A maximum of 3% of the external portfolio may be invested with any one issuer.
4. The maximum length to maturity for any municipal security is five years.

M. Mortgage-Backed Securities (MBS)

1. A maximum of 35% of the external portfolio may be invested in MBS securities at time of purchase.
2. Only agency-collateralized (FNMA, FHLMC and GNMA) MBS, including collateralized mortgage obligations (CMOs) may be purchased.
3. The maximum external portfolio percentage for any one agency collateralized MBS/CMO pool is 5%.
4. Maximum expected average life at the time of purchase for any MBS security shall not exceed five years.

N. Asset-Backed Securities (ABS)

1. A maximum of 5 10% of the external portfolio may be invested in ABS securities at time of purchase. This allocation is limited to traditional consumer receivables, such as, automobile, equipment, utility, and credit card receivables.
2. Minimum credit rating for ABS securities must be at least ~~AA~~ AAA- by at least two NRSRO, at the time of purchase.
3. The maximum external portfolio percentage for any one ABS transaction is 1.5%.
4. No more than 3% of the external portfolio may be allocated to any one ~~subsector~~ issuer of the ABS market.
5. Maximum expected average life at the time of purchase for any ABS security shall not exceed five years.

- O. Commercial Mortgage-Backed Securities (CMBS)
 - 1. A maximum of 8% of the external portfolio may be invested in CMBS securities, at time of purchase.
 - 2. Only agency-collateralized CMBS may be purchased.
 - 3. The maximum external portfolio percentage for any one agency collateralized CMBS pool is 3%.
 - 4. Maximum expected average life at the time of purchase for any CMBS security shall not exceed five years.

XV. ADDITIONAL PORTFOLIO LIMITATIONS

- A. The maximum combined portfolio allocation to MBS, CMBS, and ABS securities is 45% at time of purchase.
- B. The maximum combined portfolio allocation to corporate debt and municipal securities is 45% at time of purchase.
- C. Portfolio securities may be purchased in either fixed or floating-rate form.

XVI. PROHIBITED INVESTMENTS

There shall be no investments in:

- A. Securities that are not both denominated in U.S. dollars and issued by U.S. domiciled institutions;
- B. Private placements debt issues;
- C. Commodities, futures or options contracts;
- D. Short sales or margin transactions;
- E. Limited partnerships;
- F. Interest Only (IO) and Principal Only (PO) Mortgages;
- G. Fixed income securities of the investment manager, including their parents or subsidiaries;
- H. Any form of fixed income securities, which would generally be considered derivatives, excluding CMOs.

XVII. INTERNAL CONTROLS

The Treasury Manager shall establish and monitor a set of written internal controls designed to protect the County's funds and ensure proper accounting and reporting of the securities transactions. Such internal controls shall include, but not be limited to, the following:

- A. All securities purchased or sold will be transferred only under the "deliver versus payment" (DVP) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
- B. The Investment Officer or authorized Finance staff will accept, on behalf of and in the name of Leon County, bank trust receipts or confirmations as evidence of actual delivery of the obligations or securities in return for investment of funds.
- C. Trust receipts or confirmations shall fully describe the various obligations or securities held. The receipt or confirmation shall state that the investment is held in the name of Leon County.

- D. The actual obligations or securities, whether in book-entry or physical form, on which trust receipts or confirmations are issued, may be held by a third-party custodial bank and/or institution or a designated correspondent bank, which has a correspondent relationship to the Clerk's third-party custodian.
- E. Other internal controls such as:
 - 1. Written documentation of telephone transactions.
 - 2. Adequate separation of duties.
 - 3. Custodial safekeeping.
 - 4. Supervisory control of employee actions and operations review.
 - 5. Performance evaluations and reporting, interim and annual.
- F. All daily investment activity is performed by the Investment Officer under supervision of the Finance Director.
- G. Internal controls shall be reviewed by independent auditors engaged by the County as part of their financial audit.

XVIII. INVESTMENT STRATEGIES

Within the constraints of this Policy, the Clerk will be responsible for developing an investment strategy. This will be discussed with members of the Investment Oversight Committee and will address changes in the duration of the portfolio, the slope of the yield curve, spreads between various investment instruments, and actions by the Federal Reserve Board or other federal agencies, which might influence investment decisions.

The Clerk will solicit suggestions and comments from the Committee with respect to making strategic investment decisions. In implementing these strategies, the Clerk will communicate with the external manager as to how they are repositioning their portfolio and coordinate directions.

Generally, the dollars managed externally will be of longer duration and more sophisticated instruments; therefore, one of the tools the Clerk will use to implement their strategic decisions will be to increase or decrease the dollars being managed. The Clerk will seek to implement investment strategies that will maximize long-term returns and mitigate interest rate volatility. The resources and sophistication to actively manage the portfolio on a daily basis is not available and the portfolio will not be involved in regular short-term day trading activity. The portfolio will be repositioned within a narrow band in terms of both maturity and security selection and only in unusual times will major changes occur.

XIX. CONTINUING EDUCATION

The Clerk, Finance Director and other staff responsible for making investment decisions must annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

XX. POLICY REVIEW AND AMENDMENT

This Policy shall be reviewed annually by the Investment Oversight Committee and any recommended changes will be presented to the Board of County Commissioners for adoption.

Policy No. 02-12
Leon County Investment Policy

LEON COUNTY INVESTMENT POLICY
EXHIBIT A

IP Section	Authorized	Security Type	Portfolio Sector Maximum	Subsector Maximum	Per Issuer Maximum	Maximum Maturity/WAL Limit	Quality Minimum
XIV. A.	IM	Treasury Special Purpose Investment Account (SPIA) Local Government Surplus Funds Trust Fund	15% <u>50%</u> each pool	NA	NA	NA	NA
XIV. B.	IM	FL Local Government Investment Trust (FLGIT) or the FL Municipal Investment Trust (FMIvT)	15% each Pool	NA	NA	NA	NA
XIV. C.	IM	Constant Net Asset Value Money Market Mutual Funds	100%	NA	NA	NA	SEC-qualified, must hold investments allowed by this Policy
XIV. D.	IM	Financial Deposit Instruments insured by the FDIC	30%	NA	NA	2-Year Mat; 1 Year -Avg Maturity	Public Dep. Act
XIV. E.	EM	Repurchase Agreements	15%, if longer than 1-Day	NA	5.0%	60-Days	Requires Master Repo Agreement
XIV. F.	EM	Bankers' Acceptances	15%	NA	5.0%	270-Days	A1/P1 by 2 NRSRO
XIV. G.	EM	Commercial Paper	20%	No ABCP	5.0%	270-Days	A1/P1 by 2 NRSRO
XIV. H.	EM	United States Government Securities	100%	NA	NA	10-Year Maturity	NA
XIV. I.	EM	United States Federal Agencies (full faith and credit)	100%	NA	20.0%	5-Year Maturity	NA
XIV. J.	EM	Federal Instrumentalities (Non-full full faith and credit)	45%	NA	15.0%	5-Year Maturity	NA
XIV. K.	EM	Corporate Debt Securities	25%	NA	3.0%	5-Year Maturity	A3/A- by 2 NRSRO
XIV. L.	EM	Municipal Bonds	35%	NA	3.0%	5-Year Maturity	A3/A- by 1 NRSRO
XIV. M.	EM	Mortgage-Backed Securities (MBS), including CMOs	35%	Agency-only	5.0%	5-Year WAL	Agency
XIV. N.	EM	Asset-Backed Securities (ABS)	5 <u>10%</u>	3% <u>NA</u>	1.5% <u>3%</u>	5-Year WAL	Aa3/ AA <u>AAA</u> by 2 NRSRO
XIV. O.	EM	Commercial Mortgage-Backed Securities (CMBS)	8%	Agency-only	3.0%	5-Year WAL	Agency

EM=External Managers-limits apply to external portfolio

IM=Internal Management-limits apply to combined internal and external portfolios.

OTHER

The maximum combined portfolio allocation to MBS, CMBS, and ABS securities is 50% at time of purchase.

The maximum combined portfolio allocation to corporate debt and municipal securities is 45% at time of purchase.

Portfolio securities may be purchased in either fixed or floating-rate form.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Board Actions Taken at the February 11, 2014 Workshop on the Cultural Plan Review Committee's Final Report and Recommendations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Director of Economic Development & Business Partnerships Lee Daniel, Director of Tourism Development

Fiscal Impact:

Today, the County provides \$654,500 annually to the Council on Cultural Arts (COCA), with \$504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining \$150,000 is used to support COCA's administrative costs.

Based on the Board's preliminary direction at its workshop on October 29, 2013, and reaffirmed by its actions during the workshop on the Cultural Plan Review Committee's (Committee) Final Report and Recommendations, the Board seeks to dedicate a full one-cent of bed taxes to culture in FY 2015. This would increase the County's investment in the cultural arts by \$400,000 annually, but requires further deliberations with the City of Tallahassee/Community Redevelopment Agency on the future use of the penny currently dedicated to the performing arts center. If successful, the County's projected budget for cultural arts in FY 2015 would be \$1,050,000.

Staff Recommendation:

Option #1: Ratify the Board's actions taken at the February 11, 2014 Workshop on the Cultural Plan Review Committee's Final Report and Recommendations.

Report and Discussion

Background:

This item seeks to ratify the actions taken by the Board at its February 11, 2014 workshop on the Cultural Plan Review Committee's Final Report and Recommendations.

At the Board's October 29, 2013 workshop to consider future uses for the one-cent bed tax dedicated to the performing arts center, the Board provided preliminary direction to increase its financial support of the arts from bed tax funds by seeking to utilize a full-cent for arts and culture. This would increase the County's investment in culture by nearly \$400,000 annually, as staff projects each penny of the bed tax to generate approximately \$900,000 in FY 2015. However, this increase cannot be effectuated until the Board meets with the City Commission and CRA on the reallocation of bed taxes currently dedicated to the performing arts center.

Funding for the implementation of Cultural Plan is one of four intertwined matters competing for limited resources. Staff presented an agenda item to the Board on January 21, 2014 detailing the overlapping nature associated with the Cultural Plan Update, the Leon County Sales Tax Committee recommendations, the FSU Civic Center District Master Plan and related convention center, and the CRA's role in determining the future use of the one-cent bed tax dedicated to the performing arts center. The item, as approved by the Board, provided a sequence for the Board to address these matters to ensure the Board has the best information upon which to make decisions given some of the overlapping financial and policy implications. Based on the Board's actions on all of these issues, staff will bring back an agenda item reconciling each of the Board's directives for final approval prior to scheduling joint meetings with the Intergovernmental Agency and/or CRA.

Analysis:

During the workshop, the Board received presentations by members of the Committee and County staff on the findings and recommendations identified in the Final Report. The Committee's Final Report provided 45 recommendations over four separate program areas. However, the recommendations were not prioritized in any particular order nor did the Committee assign costs to the recommended initiatives.

The Final Report called for the County and City to establish a separate Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. However, the Board recommended for COCA to establish and staff its own subcommittee to review the progress of implementing the Cultural Plan. The Board also provided guidance to COCA in anticipation of its FY 2015 budget request, consistent with previous actions from the October 29, 2013 workshop to increase cultural funding by approximately \$400,000 annually, to assume County support in the amount of \$1,050,000.

Following the two presentations and Board discussion, the Board approved Option #2 as follows:

2. If the Board wishes to proceed, as generally outlined in the Final Report, staff recommends the Board:
 - a. Accept the Cultural Plan Review Committee's Final Report.
 - b. Encourage COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.
 - c. Direct COCA to develop its FY 2015 budget request to the County assuming \$150,000 for administrative costs and \$900,000 in County bed tax funds, in consultation with the Tourist Development Council, to include:
 - i. The current funding levels for the re-granting process (\$504,500).
 - ii. The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
 - iii. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.

If the Board's deliberations with the City are successful, the additional \$400,000 investment of County bed tax funds would address one of the key priorities articulated in the Final Report by creating a capital grants program for cultural institutions. In total, the County's projected budget for cultural arts in FY 2015 would be \$1,050,000.

And finally, the Board provided direction for staff to work with COCA in identifying potential operational efficiencies and cost savings in partnership with the County to be brought back to the Board for consideration.

To date, the Board has provided policy guidance on three of the four intertwined matters competing for limited resources. As directed by the Board at its annual retreat and adopted strategic priority, staff will present additional information to the Board on a potential partnership with Florida State University to realize the desired convention center space. Once the Board has reaffirmed its actions on each of these matters, staff will proceed to schedule joint meetings with the Intergovernmental Agency and/or CRA to carry out the Board's direction.

Options:

1. Ratify the Board's actions taken at the February 11, 2014 Workshop on the Cultural Plan Review Committee's Final Report and Recommendations.
2. Do not ratify the Board's actions taken at the February 11, 2014 workshop on the Cultural Plan Review Committee's Final Report and Recommendations.
3. Board Direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Sponsor the Florida Association of Counties' 2014 Legislative Day

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director, Economic Development & Business Partnerships
Lead Staff/ Project Team:	Cristina L. Paredes, Intergovernmental Affairs & Special Projects Coordinator

Fiscal Impact:

This item has a fiscal impact in the amount of \$10,000 to sponsor the Florida Association of Counties' 2014 Legislative Day. Funding is available in the General Fund Contingency Reserves Account.

Staff Recommendation:

Option #1: Approve the Budget Amendment Request in the amount of \$10,000 to sponsor the Florida Association of Counties' 2014 Legislative Day (Attachment #1).

Report and Discussion

Background:

Based on the Board's direction on February 11, 2014, staff has prepared an agenda item and Budget Amendment Request (BAR) for the Board to sponsor the Florida Association of Counties' (FAC) 2014 Legislative Day.

Analysis:

FAC holds a Legislative Day in Tallahassee for County Commissioners and senior staff from across the state to engage in the state legislative process. The day includes morning briefings from legislative leaders and FAC staff, an opportunity for County Commissioners to meet with their legislative delegation members at the Capitol, and an evening reception to coalesce county officials and state legislators.

The 2014 Legislative Day will be held on Thursday, March 27 at the Turnbull Conference Center and will be preceded with a welcome reception on March 26th for visiting county officials and state legislators. In recent years, the Board has sponsored the Legislative Day at the Platinum Level in the amount of \$10,000. Based on the Board's direction on February 11, 2014, staff has prepared a BAR to allocate \$10,000 from the General Contingency fund to sponsor the 2014 Legislative Day.

Options:

1. Approve the Budget Amendment Request in the amount of \$10,000 to sponsor the Florida Association of Counties' 2014 Legislative Day (Attachment #1).
2. Do not approve the Budget Amendment Request to sponsor the Florida Association of Counties' 2014 Legislative Day.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Budget Amendment Request

VSL/AL/CLP

FISCAL YEAR 2013/2014 BUDGET AMENDMENT REQUEST

No: BAB14016
Date: 2/14/2014

Agenda Item No: _____
Agenda Item Date: 2/25/2014

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	249,397	(10,000)	239,397
001	820	58200	519	Aids to Private Organizations	6,500	10,000	16,500
					Subtotal:	-	-

Purpose of Request:

As approved at the February 11, 2014 meeting, this budget amendment appropriates \$10,000 from General Fund Contingency to support the Florida Association of Counties Legislative Day Reception.

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		19-Nov-13	Realignment of District #1 budget to Contingency	\$603
2		19-Nov-13	Consideration of Disabled American Veterans Request	\$0
3		11-Feb-14	Consideration of Financial Assistance to Kwik Kutz	\$0
4		25-Feb-14	<i>Infrastructure Sales Tax Education Campaign</i>	<i>\$100,000</i>
5		25-Feb-14	<i>Funding to support the Florida Association of Counties Legislative Day Reception</i>	<i>\$10,000</i>
6		25-Feb-14	<i>Funding to support the Partnership between the County and Village Square</i>	<i>26,500</i>
7				
8				
9				
10				
13				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
<i>Bold, Italic items are pending Board Approval</i>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u>\$137,103.00</u>
ENDING BALANCE				112,897.00
END BALANCE AS % OF BEGIN BALANCE				45%
USAGE BALANCE AS % OF BEGIN BALANCE				55%

**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for February 25, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of February 26 through March 10, 2014

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 February 25, 2014, and pre-approve the payment of bills and vouchers for the period of February 26 through March 10, 2014.

Title: Approval of Payment of Bills and Vouchers Submitted for February 25, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of February 26 through March 10, 2014

February 25, 2014

Page 2

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval February 25, 2014 and pre-approval of payment of bills and vouchers for the period of February 26 through March 10, 2014. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 25, 2014 meeting, the morning of Monday, February 24, 2014. 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 first Tuesday in March, it is advisable for the Board to pre-approve payment of the County's bills for February 26 through March 10, 2014, 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 February 25, 2014, and pre-approve the payment of bills and vouchers for the period of February 26 through March 10, 2014.
2. Do not approve the payment of bills and vouchers submitted for February 25, 2014, and do not pre-approve the payment of bills and vouchers for the period of February 26 through March 10, 2014.
3. Board direction.

Recommendation:

Option #1.

VSL/AR/SR/cc

**Leon County
Board of County Commissioners**


Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of Proposed New “Vending Machine Services Policy”

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:	Shelly Kelley, Purchasing Director Shelley Cason, Facilities Management Mary Barley, Wellness Coordinator

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Adopt the proposed new “Vending Machine Services Policy” (Attachment #1).
- Option #2: Authorize staff to issue a Request for Proposals for vending machine services.

Report and Discussion

Background:

Over the years, the placement of vending machines in County facilities and on County properties has been done randomly, with a wide variety of vendors. There is insufficient accountability of revenues received and, therefore, no return to the County for costs of utilities or floor space for the machines. Some vending machines have no commissions in order to hold down product costs while others currently pay commission. Additionally, there is concern regarding risk issues should a vending machine cause damage to a facility or injury to a person.

The size and number of County facilities has grown, with a corresponding increase of vending machine services. Consistent with good practices in other local governments, staff believes it is appropriate to establish a policy and management system for vending machine services for County facilities.

Analysis:

The purpose of a vending machine services policy is to establish requirements and guidelines for entering into contracts for the installation and operation of vending machines on County property. To meet this purpose, a proposed “Vending Machine Services Policy” to regulate the sale of food and beverages on County property is designed to:

1. assure compliance with regulations of the State of Florida, the Fire Marshal, and other regulatory agencies;
2. manage the County’s liability;
3. control food and beverage locations, types of food and beverage services, including healthy choices, and other associated conditions;
4. ensure that the sale of these products does not conflict with any negotiated contracts or agreements; and,
5. provide for contract administration and verification of all vending machine commission payments received by the County.

The proposed Policy assigns responsibility for the day-to-day management of vending machine services to the Facilities Management Division and requires the Purchasing Division to issue a formal solicitation for vending machine services.

Under the proposed Policy, the Constitutional Offices and the Court-related Offices are only required to comply with the sections of the Policy relating to facility and risk management provisions, such as the siting, marking, placement, installation, and general specifications of vending machines. These offices are not required to utilize the formal solicitation for vending services; however, the Purchasing Division will offer them the opportunity to participate to realize additional cost benefits.

An inventory of current vending machines has been made, and the locations and products reviewed, to determine if the particular types of vending machines and products should remain at each County site. Upon analysis of the completed inventory, Facilities Management staff and the Wellness Coordinator will work with purchasing staff to develop the formal solicitation for vending machine services. As the proposed Policy contains minimum standards for healthy offerings in drink and food vending machines, as well as reporting and commission payment requirements, these will be incorporated into the specifications of the solicitation.

The proposed Policy prohibits tobacco products, prophylactics, sexually explicit items, alcoholic content beverages, lottery tickets, phone cards, etc. In addition, staff recommends prohibiting cup beverages and/or machines requiring an external water source.

The County general fund will receive all of the commissions and/or facility rental income (FRI), and the vendor(s) will be required to provide sales information on a quarterly basis.

Adoption of the proposed Policy will provide clear direction to County staff and vendors in regard to the operation of vending machines on County sites. It will return any commissions or revenues to the County, address facility and risk management concerns, while providing a minimum standard for healthy products in the vending machines. The proposed Policy will become effective, with full implementation, in approximately six months.

Options:

1. Adopt the proposed new “Vending Machine Services Policy” (Attachment #1).
2. Authorize staff to issue a Request for Proposals for vending machine services.
3. Do not adopt the proposed new “Vending Machine Services Policy.”
4. Board direction.

Recommendation:

Option #1.

Attachment:

1. Proposed new “Vending Machine Services Policy”

VSL/AR/SR/SWK

Board of County Commissioners Leon County, Florida

Policy No. 14-1

Title: Vending Machine Services Policy
Date Adopted: February 25, 2014
Effective Date: October 1, 2014
Reference: NA
Policy Superseded: NA

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a new Policy is hereby adopted.

I. PURPOSE

In the best interest of the health and convenience of County residents and employees who work in or visit County facilities or property, and in the interest of utilizing County resources wisely, the purposes of this Policy are to:

- A.** To establish requirements and guidelines for the installation and operation of vending machines on County Property.
- B.** To regulate the sale of food and beverages on County Property in order to:
 - 1. assure compliance with regulations of the State of Florida, the Fire Marshal and other regulatory agencies;
 - 2. manage County liability;
 - 3. control food and beverage locations, types of food and beverage services, including healthy choices, and other associated conditions;
 - 4. ensure that the sale of vending products does not conflict with other County agreements; and,
 - 5. provide for contract administration and verification of all vending commission payments received by the County.

II. SCOPE AND RESPONSIBILITY

This Policy governs the management and administration of all Vending Machines and any associated contracts for such machines designed to dispense food, beverages and other items located on any County Property, unless exempted as stated in the Policy.

Vending Machine Services Policy
Policy No. 14-1

- A. The Facilities Management Director shall have the primary responsibility for the management and administration of Vending Machines located on any County Property. County staff shall contact the Division of Facilities Management to report compliance issues with Vending Machines.
- B. Each Division Director shall be responsible for dissemination, implementation and compliance with this Policy for all Vending Machines located within the facilities they inhabit.
- C. The Policy shall apply to all County staff occupying or utilizing County Property.
- D. Except for Sections IV. D. 2-4, IV.G. and V., this Policy shall not be applicable to any Vending Machine managed or operated by a Constitutional Office or a Court-related Office.

III. DEFINITIONS

- A. A “Vending Machine” shall mean any device that dispenses food, drink or other items in return for monetary consideration.
- B. A “Vendor” shall mean any person who owns or operates a Vending Machine.
- C. “Constitutional Office” shall mean the officers and staff of the Clerk of Court, the Property Appraiser, the Sheriff, the Supervisor of Elections, and the Tax Collector.
- D. “Court-related Office” shall mean, as set forth in Section 29.008(1), Florida Statutes, the offices of the Circuit and County Courts, the Public Defender, the State Attorney, the Guardian Ad Litem, and the Clerk of the Circuit Court and County Courts performing Court-related functions.
- E. “County” shall mean Leon County, Florida.
- F. “County Property” shall mean any real property owned or leased by the County and shall include all facilities and curtilage appurtenant thereto.
- G. The “Vending Review Team” shall mean the County staff assigned to review vending operations and to make determinations regarding changes to operations, acceptability of products for resale, price increases, and additions/deletions of products.

IV. GENERAL PROVISIONS

- A. **Vending Machine Procurement.** It shall be the Policy of the County that all contracts for Vending Machine services are awarded in accordance with applicable laws, ordinances, and rules.
- B. **Vending Machine Permits.** The County does not regulate Vending Machine permits/licenses or any other sales operation.

C. Prohibition. The County prohibits the operation of any Vending Machines on County Property wherein the profits from the operation of such devices go to County employees, County Commissioners, or any other receiver other than the County General Administrative Fund.

D. Vending Machine Installation.

1. Vending Machine equipment may be installed on County Property only under the contractual terms of a formal award between a Vendor and the County. The solicitation for services shall be made under the requirements of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy.
2. Any County, Constitutional Office, or Court-related Office desiring installation of a Vending Machine on County Property shall make a prior written request to the Director of Facilities Management for the installation of a Vending Machine.
3. Prior to installation of any Vending Machine on County Property, Facilities Management will review submitted requests and conduct the following tasks:
 - a. Assess the proposed location of the Vending Machine(s) to ensure adequate space is available, which will include approvals by the Risk Manager and Facilities Management Director or his/her designee;
 - b. Evaluate and confirm sufficient electrical power is available and that the Vending Machine(s) meet the current electrical standards as approved within the Florida Electrical Code compliance manual;
 - c. Evaluate and certify the proposed Vending Machine(s) can be secured in such a way as to prevent it from being rocked, bounced or tipped.

If Facilities Management approves the installation, the contract/project manager shall contact the Vendor and obtain the Vending Machine(s) equipment, in accordance with the terms and conditions of any awarded contract.

4. Vending Machine equipment shall be kept to a minimum and should not be requested unless justified on the basis of service needs. All equipment with internal compressors for refrigeration of goods to be vended shall meet energy efficiency standards, as specified in the vending procurement and/or vending services contract. Vending Machines not meeting such standards may not be approved; and, if already installed, shall be disconnected and removed by the vendor.

E. Revenue. Revenue from the Vending Machine operations shall be deposited into the General Administrative Fund of the County. All payments of commissions must be made to "Leon County, Florida" in the form of a check by the Vendor, in accordance with the terms of the vending agreement and delivered to Facilities Management.

F. Removal. Vending Machine companies or Vendor shall be ordered to remove any equipment that has not been installed in compliance with this Policy. Facilities Management will give written notice to the Vendor requiring removal of their machine.

G. Facility Requirements.

1. Electrical

- a. All Vending Machines utilizing electrical power shall be grounded with an approved three wire cord and plug. All Vending Machines that distribute perishable foods shall have a lock on the power cord plug to prevent accidental or intentional disconnection. Facilities Management shall check all Vending Machines for compliance during installation.
- b. Vending Machines shall be properly wired and grounded to prevent electrical shock, and shall comply with applicable federal, state and local codes and standards. The Vendor shall be responsible for installation of electrical circuits when there are no existing circuits available, or if existing circuits are inadequate.
- c. All equipment with internal compressors for refrigeration of goods to be vended shall meet energy efficiency standards as specified in the vending procurement and/or resultant agreement.

2. General

All maintenance and repairs of the Vending Machine(s), and associated facilities, shall be the responsibility of the Vendor. No modifications to a building structure, electrical systems, plumbing, or any other part of the physical plant of any building or facility on County Property may be performed without prior written approval from the Division of Facilities Management and the Real Property Agent, if applicable. All authorized modifications shall be at the expense of the Vendor, unless otherwise agreed to by the County.

H. Agreement. An agreement between the County and the Vendor shall be required for all Vending Machine(s) services/placements. Such written agreement(s) shall contain provisions requiring compliance with health and sanitation standards, insurance requirements, regular re-stocking, procedures for handling of complaints/refunds, regular maintenance, locations for placement of machines, fees to the County, and other necessary or proper terms and conditions.

V. VENDING MACHINES

A. Vending Machine Markings

1. All Vending Machines shall have a sticker on the front surface of the machine with the Vendor's name and contact phone number.

2. The County shall place a County approval tag number on all approved Vending Machines located on County Property. This tag indicates approval of both the machine and location of the machine. Vendors with Vending Machines identified without a County approval tag number shall be required to remove the subject vending machine.
3. All Vending Machines shall be removed by the Vendor when so directed by Facilities Management. In the event that said Vending Machine(s) is not timely removed by the Vendor, Facilities Management may remove and otherwise dispose of same, in accordance with the terms of the vending contract or as otherwise set forth in law.

B. Placement of Vending Machines. No Vending Machines shall be permitted on County Property without prior approval of Facilities Management and under appropriate contract terms. Vending Machines placed on County Property without such approval shall be disconnected and subject to immediate removal.

The Facilities Management Director, or designee, may authorize the placement of Vending Machines in strategic locations on County Property where traffic patterns or other circumstances warrant their placement.

1. Prior to installation, the location of new or replacement Vending Machines shall be submitted for review and approval to the Facilities Management Director, or designee. Requests for obtaining new Vending Machines or relocating existing Vending Machines are to be submitted to the Facilities Management Director, or designee, who shall make any such decision based upon the following factors:
 - a. Building design criteria, including, but not limited to, floor live loads, Florida Building Code, Americans with Disabilities Act (ADA), etc.
 - b. The level and location of pedestrian traffic must warrant the placement of vending machine(s). In addition, the area must have adequate electrical outlets, waste containers, and reasonable security (i.e., sufficient lighting, unobstructed view for maintenance and security staff).
 - c. The location of Vending Machines must not be detrimental to or detract from the conduct of work activity. Potential noise or traffic disturbances shall be considered to insure the performance of business will not be disturbed.
 - d. In determining whether to locate a Vending Machine on County Property the Division of Facilities Management may also consider:
 - i. commission fees;
 - ii. utility consumption;
 - iii. maintenance requirements;
 - iv. trash removal;
 - v. costs;
 - vi. condition, aesthetics, risks, operating noise, odors, etc. associated with the Vending Machine;
 - vii. degree of service response by Vendor; and,
 - viii. any other consideration that may be required for such placement.

2. Vending Machines may not be located in corridors unless adequate space has been provided, as determined by the Risk Manager, Facilities Management, and the Fire Marshal. A County approval tag number issued by the Facilities Management Director, or designee, must be attached to all Vending Machines.
3. The Vending Machine may not in any way obstruct or otherwise interfere with emergency exits or access areas.
4. Vending Machines must be securely fastened to the wall, floor, or other structure, or otherwise secured in such a way as to prevent it from being rocked, bounced, or tipped. Fastening method shall be proposed to and approved in advance by the Division of Facilities Management.
5. Failure to comply with the provisions of this Policy may result in removal or disablement of the Vending Machine.

VI. FOOD AND BEVERAGE OPERATIONS

A. General Vending Machine and Product Handling Standards

1. All Vending Machines shall meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance," or meet the standards of the National Sanitation Foundation and be listed in their "approved list," or the equivalent thereof.
2. No microwave oven will be allowed to be used in conjunction with a vending operation, unless approved for safety and other considerations by Facilities Management, who shall provide a written determination whether the Vending Machine will be allowed. No microwave ovens will be permitted in public areas.
3. All food and beverage products must be delivered and placed in Vending Machines in their original wrappers, or in a sanitized bulk dispenser that fits on the Vending Machine as a unit.

B. Nutrition Standards for Vending Machine Beverages and Snacks

1. Beverages: 25% of beverages offered in each Vending Machine shall be one or a combination of the following:
 - a. Water;
 - b. Sports Drink;
 - c. Fruit based drinks containing at least 50% juice and no added caloric sweeteners;
 - d. All other non-caloric beverages, including diet sodas.

Vending Machine Services Policy
Policy No. 14-1

2. Snacks/Foods: 25% of snacks/foods offered in each Vending Machine shall meet the following criteria:
 - a. Not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard;
 - b. Not more than 10% of calories from saturated fat;
 - c. Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils);
 - d. Not more than 35% total calories from sugar and caloric sweeteners with the exception of fruits and vegetables that have not have been processed with added sweeteners or fats;
 - e. At least one item meeting the snack criteria in each vending machine shall also meet the FDA definition of “low sodium” (-140 mg per serving);
 - f. At least one (1) 100-calorie snack pack.
3. Consultation: The Health & Well-Being Coordinator shall be available to consult with Vendors on item placement in Vending Machines, healthy item identification strategies, and consumer outreach and education. The Health & Well-Being Coordinator may consult with the Cooperative Extension Office on an as needed basis in relation to healthy item selection and identification strategies.

C. Vending Review Team

1. The Vending Review Team shall consist of the County staff assigned to review vending operations and to make determinations regarding changes to operations, acceptability of products for resale, price increases, and additions/deletions of products. The Team shall be appointed by the County Administrator and minimum membership shall include the Facilities Management Director, or designee, serving as the Chair, and the Health & Well-Being Coordinator.
2. The primary function of the Vending Review Team is to standardize Vending Machine operations to include, authorization of items offered in the machines, including additions and deletions to the master list.
3. The approved master product list will be reviewed as needed, but not less than annually by the Vending Review Team. All additions/deletions to this list must be recommended by the Vending Review Team.

VII. LIMITATIONS OF POLICY

- A. Vending Machines that offer the following shall not be permitted on County Property:**
1. Tobacco, prophylactics, sexually explicit items, alcoholic content beverages, lottery tickets, phone cards, etc.
 2. Cup beverage and/or machines requiring an external water source.

- B.** Microwaves associated with vending machines shall not be allowed in public areas on County Property.
- C.** Only those vending machines specified and awarded in the Vending Machine contract will be permitted on County Property.
- D.** Stand-alone dispensers and kiosks shall not be permitted on County Property.
 - 1. stand-alone dispensers shall mean any device that dispenses only gum, candy, nuts, or newspapers in return for monetary consideration
 - 2. kiosks shall mean any device that holds newspapers, magazines, or brochures. The kiosks are generally waterproof and set outdoors and contain items at no charge to the public.
- E.** This Policy does not apply to:
 - 1. Pay phones;
 - 2. ATM Machines;
 - 3. food prepared offsite that is sold to individuals and delivered to a County Facility/Building (e.g., pizza delivery services);
 - 4. packaged food that is sold by student organizations in fundraising efforts; (e.g., Girl Scout cookies);
 - 5. food and beverage services that are part of the programs or activities by outside groups, except that in such cases the sale of food or beverages must be included in the approval of such groups to use County facilities (e.g., United Way fundraising events, etc.);
 - 6. food and beverage services provided in the Snack Bar in the Courthouse or in other similar concession areas on County Property; and
 - 7. coffee services or water services provided by contracted vendors.

VIII. EXCEPTIONS TO THE POLICY

- A.** Exceptions to the requirements of this Policy may be granted by the County Administrator:
 - 1. when deemed to be in the best interest of the County; and
 - 2. when such exceptions do not violate existing contracts for food and beverage services.
- B.** Requests for exceptions must be made in writing, and approvals for a specific location, for a specified time or duration, and for an identified type of food or beverage service, shall be reduced to writing. Use of County Property may be subject to fees, commissions, or reimbursable charges.

IX. VENDOR SOLICITATIONS

The County may issue a competitive solicitation for selecting a Vendor(s) to provide Vending Machines and related services. Any solicitation for Vending Machines and related services should include a copy of the standard vending agreement form with a statement that the selected contractor (if any) shall execute the standard vending agreement and comply with all applicable laws and County requirements.

X. INSURANCE REQUIREMENTS

Each Vendor shall provide proof of insurance, in a form and amount approved by the County, to adequately protect the County from, and against, any and all liability associated with the placement or operation of any Vending Machine on County Property.

Adopted February 25, 2014

**Leon County
Board of County Commissioners**


Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Request to Schedule the Second Public Hearing on a Community Development Block Grant FFY 2013 Housing Application for Tuesday, March 11, 2014 at 6:00 p.m.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice Wilson, Director, Office of Human Services & Community Partnerships
Lead Staff/ Project Team:	Lamarr Kemp, Director of Housing Services

Fiscal Impact:

This item has no fiscal impact to the County. However, \$125,000 of existing State Housing Initiative Partnership (SHIP) funds will be utilized as leverage (matching funds).

Staff Recommendation:

Option # 1: Schedule the second public hearing on a Community Development Block Grant FFY 2013 Housing Application for Tuesday, March 11, 2014 at 6:00 p.m.

Report and Discussion

Background:

On December 26, 2013, staff received notification that the Department of Economic Opportunity (DEO) opened the 2013 Florida Small Cities Community Development Block Grant (CDBG) application process with an application deadline of March 12, 2014. The CDBG Citizens Advisory Task Force, met on January 9, 2014, and recommended the filing of the CDBG grant application in the Housing Revitalization (HR) category. This decision was based upon Leon County's current housing rehabilitation waiting list of over 400 homes; and \$4,100,803 being allocated to the Housing Revitalization grant award category by DEO.

The application process requires the local government to advertise and conduct two public hearings, with one being conducted by the governing body. The first public hearing was held on Monday, February 3, 2014 (Attachment #1). This hearing was conducted by County staff to obtain public comments on the proposed application to the Florida Department of Economic Opportunity (Attachment #2).

Analysis:

County staff proposes to apply for \$750,000 in CDBG funding. The last CDBG application (Neighborhood Revitalization) was not funded, due to Leon County's low Community Wide Needs score. This score is computed utilizing the amount of funding previously awarded to a community whose application was successful. Given that Leon County had a decade of successful applications through the CDBG process, the Community Wide Needs score was reduced, due to the community's need being met through prior funding.

The Community-Wide Needs Score for FFY 2013 increased to 31.02 from 25, an increase of 6.02. However, staff has sourced an additional 150 points this year that is not normally available to the Leon County Housing Services CDBG Application process, due to the following criteria:

- Leverage of Funds: **25** Points for matching funds maximum of \$125,000 (SHIP).
- Minority Contractor Utilization: **25** Points on recently closed out, January 27, 2013, Disaster Recovery (CDBG) Emergency Set-Aside Grant.
- Grant History Score: **100** Points if applicant has not had an open CDBG contract in Commercial, Neighborhood, or Housing Revitalization categories within 5 years of application deadline.

The CDBG Grant application requires the Board of County Commissioners to adopt a Resolution authorizing the submission of the CDBG Grant Application. DEO has confirmed a new resolution will not be necessary since Leon County Resolution 13-01, previously accepted by DEO, is sufficient to meet this requirement.

The final proposed application would be presented to the Board at the second public hearing on March 11, 2014, where the Board will listen to public comment and authorize submittal of the application to DEO

Options:

1. Schedule the second public hearing on a Community Development Block Grant FFY 2013 Housing Application for Tuesday, March 11, 2014 at 6:00 p.m.
2. Schedule the second public hearing on a Community Development Block Grant FFY 2013 Housing Application for an alternate date.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Notice of Public Hearing
2. Transcript of Public Hearing

VSL/AR/KM/DAL/LDK/ldk

BRAD to the BONE

Brad Paisley talks Stones, Mayberry and music ahead of his concert tonight at the Civic Center. » **LIMELIGHT**

TALLAHASSEE DEMOCRAT

FRIDAY, JANUARY 24, 2014

PROMOTING DEMOCRACY SINCE 1905 | TALLAHASSEE.COM

A GANNETT COMPANY

LEGAL NOTICES



NOTICE OF FIRST CDBG PUBLIC HEARING

Notice is hereby given that Leon County, Florida will conduct a public hearing on Monday, February 3, 2014, 9:00AM at Leon County Office of Human Services & Community Partnerships, Conference Room, 918 Railroad Avenue, Tallahassee, Florida 32310 to obtain public comments on the proposed application to the Florida Department of Economic Opportunity (DEO) for a FFY 2013 Small Cities Community Development Block Grant (CDBG).

Leon County is considering applying to the Florida Department of Economic Opportunity for a FFY 2013 Small Cities Community Development Block Grant of up to Seven Hundred Fifty Thousand Dollars (\$750,000). These funds must be used for one of the following purposes:

1. To benefit low to moderate income persons;
2. To aid in the prevention or elimination of slums or blight; or
3. To meet other community needs of recent origin having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such need.

The categories of activities for which these funds may be used are in the area of housing, neighborhood revitalization, commercial revitalization or economic development and include such improvement activities as acquisition of real property, loans to private for-profit businesses, purchase of machinery and equipment, construction of infrastructure, rehabilitation of housing and commercial structures, replacement of housing, and energy conservation. Additional information regarding the range of activities that may be undertaken will be provided at the public hearing. For each activity that is proposed, at least 70% of the funds must benefit low and moderate income persons.

In developing an application for submission to DEO, Leon County must plan to minimize displacement of persons as a result of planned CDBG activities. In addition, Leon County is required to develop a plan to assist displaced persons.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. For more information concerning the public hearing contact Mr. Lamarr Kemp, Director of Housing Services for Leon County at the Office of Human Services & Community Partnerships, 918 Railroad Avenue, Tallahassee, Florida 32310. Telephone number: (850) 606-1900, email address: KempL@LeonCountyFL.gov.

The Public Hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing or visually impaired should contact Mr. Kemp at least five (5) calendar days prior to the meeting and an interpreter will be provided. Any non-English speaking person wishing to attend the public hearing should contact Mr. Kemp at least five (5) calendar days prior to the meeting and a language interpreter will be provided. Any handicapped persons requiring special accommodations should contact Mr. Kemp at least five (5) calendar days prior to the meeting.

JANUARY 24, 2014

LEON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
FFY 2013 APPLICATION
PUBLIC HEARING - Transcript
February 3, 2014 - 9:00 a.m.

Lamarr Kemp: I am Lamarr Kemp with the Leon County Office of Human Services and Community Partnerships and I am going to be the hearing officer. Geraldine Green with the Housing Services Division of Leon County is going to represent Leon County. Today is Monday, February 3, 2014 at 9:00 a.m. This is a public hearing held by Leon County as required by the Community Development Block Grant Application FFY 2013 guidelines in order to submit an application to the Florida Department of Economic Opportunity. Ms. Green, would you state the date of the Notice of Public Hearing for this hearing?

Geraldine Green: The Public Hearing Notice was published in the Tallahassee Democrat on Friday, January 24, 2014.

Lamarr Kemp: Thank you very much, Ms. Green and would you please read the Notice for the record?

Geraldine Green: Yes. (READ THE PUBLIC NOTICE AS PRINTED, VERBATUM)

Lamarr Kemp: Ms. Green, what is the public purpose the funds may be used for?

Geraldine Green: The public purpose the funds must be used for are:

1. To benefit low to moderate income persons;
2. To aid in the prevention or elimination of slums or blight; or
3. To meet other community needs of recent origin having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such need

Lamarr Kemp: Are there any questions or comments from the public concerning this grant application? Ms. Green, have you received any oral or written communication concerning this public hearing.

Geraldine Green: Mr. Kemp, I have not.

Lamarr Kemp: Having held this public hearing to hear and gather public comment regarding Leon County's desire to apply for a Community Development Block Grant, FFY 2013, and there being no further questions from the public, 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.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Affordable Housing Advisory Committee's 2014 Report of Recommendations

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: Accept the Affordable Housing Advisory Committee's 2014 Report of Recommendations (Attachment #1).
- Option #2: Schedule the presentation of the Affordable Housing Advisory Committee's 2014 Final Report of Recommendations for the March 11, 2014 regular meeting.

Report and Discussion

Background:

In accordance with Florida Statute and associated State rules, Leon County has an established Affordable Housing Advisory Committee (AHAC). The AHAC is responsible for approving local affordable housing incentive strategy recommendations. In accordance with Florida Statutes, the AHAC must present a set of affordable housing recommendations to the local jurisdiction's governing body by December 31, 2013.

At the December 10, 2013 regular meeting, an agenda item provided the Board the original recommendations for review and consideration (Attachment #2). Additionally, staff was directed to bring back an agenda item for the February 25, 2014 meeting to afford the Board an additional opportunity to review and consider the AHAC recommendations and revise, if applicable, for inclusion in the final report. Attachment #3 provides the requirements that must be considered in developing the AHAC's recommendations.

Analysis:

When the AHAC recommendations are presented, the Board has 90 days to consider which recommendations should be implemented and, correspondingly, amend its Local Housing Assistance Plan (LHAP). In the interim, any new recommendations offered by the Board at its February 25, 2014 meeting, would be included in the final report. The final AHAC report, and all applicable attachments, would be submitted for Board approval at the March 11, 2014 regular meeting; thereby, providing the 90-day Board consideration period. Copies of the final report, amended LHAP, and associated Board meeting minutes, must be submitted to the Florida Housing Finance Corporation by May 2, 2014.

Options:

1. Accept the Affordable Housing Advisory Committee's 2014 Report of Recommendations (Attachment #1).
2. Schedule the presentation of the Affordable Housing Advisory Committee's 2014 Final Report of Recommendations for the March 11, 2014 regular meeting.
3. Do not accept the Affordable Housing Advisory Committee's 2014 Report of Recommendations.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Affordable Housing Advisory Committee 2014 Report of Recommendations
2. Agenda Item – December 10, 2013
3. Requirements of What Must be Considered in Developing the Committee's Recommendations

LEON COUNTY

AFFORDABLE HOUSING ADVISORY COMMITTEE



2014 REPORT OF RECOMMENDATIONS

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EXECUTIVE SUMMARY

In 1992, the Florida legislature enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws (the "Sadowski Act"), allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (the "SHIP Act"), codified at F.S. Sections 420.907-420.9079.

Subsequent to the enactment of the SHIP Act, the Board adopted Ordinance No. 93-2 in 1993, that was codified in the Code of Laws of Leon County at Chapter 8, Article V, Sections 8-151 through 8-156, entitled Affordable Housing Assistance (AHA). Section 8-156 of the AHA Code has been reserved for future amendments.

During the 2007 legislative session the State Housing Initiative Partnership (SHIP) rule was revised requiring Counties or eligible municipality to appoint and establish by ordinance an Affordable Housing Advisory Committee (AHAC), which must approve local affordable housing incentive strategy recommendations at a public hearing by affirmative vote of a majority of the membership of the Advisory Committee in accordance with F.S. 420.9076, or their SHIP funding would be withheld.

The Advisory Committee was mandated to recommend incentives every three years, and is required to "review established policies, procedures, ordinances, land development regulations, and the comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value." (F.S. 420.9076)

The Office of Human Services and Community Partnership, Division of Housing Services, serves as Staff for this Committee. The AHAC 2014 Report of Recommendations delivered herein is the third report since being authorized by the State Legislature.

Appointment of the AHAC

The County Attorney's Office reviewed the Statute and Rule governing the SHIP funds to prepare and revise the Affordable Housing Assistance Ordinance, a Resolution to appoint the members, and the Committee Bylaws. Florida Statutes, Section 420.9076, required local jurisdictions to appoint an 11-member committee with each member representing a different role in the affordable housing industry. The following individuals are the current appointees to the Affordable Housing Advisory Committee in the following categories in which they are actively engaged with affordable housing:

1. Residential home building industry: Mr. Mark Worley
2. Banking or mortgage banking industry: Vacant
3. Area of labor within the home building industry: John B. Clark
4. Advocate for low-income persons: Keishann Corley
5. For-profit provider of affordable housing: Wallisa Cobb
6. Not-for-profit provider of affordable housing: Ms. Regina Davis
7. Real estate professional: Ms. Wanda Carter
8. Local planning agency representative: Mr. Darryl Jones
9. Resident of the jurisdiction: Mr. Charles Milsted
10. Representative of employers in the jurisdiction: Vacant
11. Representative of "essential services personnel" as defined by the jurisdiction: Vacant

AHAC Activity

In alignment with Florida State Statute, Leon County Policy, and the By-Laws of this Committee, the Affordable Housing Advisory Committee conducted meetings March 4, 2013, April 1, 2013, May 23, 2013, June 3, 2013, September 16, 2013, and October 14, 2013, to review current Affordable Housing Incentives and Policy in Leon County, and to make recommendations for improvement of those incentives and policy where applicable. This process was not done in a vacuum. The Affordable Housing Advisory Committee invited and held discussion on affordable housing incentives and policy with Leon County Department of Public Works; Department of Development Support & Environmental Management; Office of Economic Development & Business Partnerships (Grants); Office of Human Services and Community Partnerships (Housing Services & the Housing Finance Authority); the Department of Place (Planning, BluePrint 2000, & CRA); and the Department of Facilities Management (Real Estate Management & the County List of Lands).

AHAC Adoption of the 2014 Report of Recommendations

The AHAC officially adopted the report by affirmative vote of a majority of the membership at a public hearing on November 4, 2013. Notice of the public hearing to adopt the 2014 Report of Recommendations was published in the Tallahassee Democrat.

Plan For Implementation

A request will be made to the BOCC at the March 2014, Regular Commission meeting, to adopt the Final AHAC 2014 Recommendations. The Final AHAC 2014 Recommendation prepared for this BOCC Adoption, will have all county ordinances, policies, incentives, plans, and affordable housing strategies, where applicable, revised and amended.

Thereafter, on or before May 2, 2014, The AHAC 2014 Report of Recommendation, along with supporting documentation, shall be submitted to the Florida Housing Finance Corporation, per Florida Statute.

AHAC 2014 Recommendations:

AFFORDABLE HOUSING INCENTIVES & POLICY RECOMMENDATIONS		
<u>INCENTIVES</u>	AHAC RECOMMENDATIONS	STAFF COMMENTS TO AHAC RECOMMENDATIONS
<i><u>Incentive:</u> (a) The processing of Approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.</i>	No new recommendations. Leon County does not charge Impact Fees	Leon County does not have Impact Fees for real estate development projects. Since most Counties have Impact Fees, Leon County is looking at policy that would create a Mobility Fee, to be paid by Residential Developers. The use of these new fees, if and when approved, would be reserved for transportation. The Federal Department of Transportation, Leon County, and the City of Tallahassee have an agreement for the use of these funds.
<i><u>Incentive:</u> (c) The allowance of flexibility in densities for affordable housing.</i>	No new recommendation. Provide an Update report.	New Affordable Housing Development has been at a standstill for much of the time since 2011, the last AHAC request
<i><u>Incentive:</u> (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (e) The allowance of affordable accessory residential units in residential zoning districts.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (f) The reduction of parking and setback requirements for affordable housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (h) The modification of street requirements for affordable housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A

AFFORDABLE HOUSING INCENTIVES & POLICY RECOMMENDATIONS		
<u>INCENTIVES</u>	AHAC RECOMMENDATIONS	STAFF COMMENTS TO AHAC RECOMMENDATIONS
<i>Incentive: (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive: (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.</u></i>	Confirm that Leon County has adhered to Florida Statute, Section 125.379, requiring Florida Counties to prepare an inventory, every three years, on county-owned real property within its jurisdiction that is appropriate for use as affordable housing.	Leon County Board of County Commissioners' adopted a resolution approving an inventory of county-owned, surplus properties, appropriate for affordable housing.
<i>Incentive: (k) The support of development near transportation hubs and major employment centers and mixed-use developments.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<u>Local Housing Assistance Plan</u>		
<u>Purchase Price Limits</u>	Leon County's 90% benchmark methodology to establish the maximum purchase price for homes purchased through LHAP strategies, should include, in addition to the U.S. Treasury Median Area Purchase Price in our Statistical Area, a Leon County authorized and provided Independent Housing Market Study, with minimum results as required by the Leon County Housing Finance Authority.	Staff Supports
<u>Support Services and Counseling</u>	Make homebuyer education attendance mandatory in various down payment assistance strategies	Staff Supports, and will investigate creation of a written homebuyer education test and test grading process for use with its down payment assistance strategies
<u>Down Payment Assistance with Self Help Recipient Selection Criteria</u>	Add "based on severity of need" after "first-come, first served" and change "first-come, first served basis" to "first-come, first-qualified basis". This language should be applied to all LHAP Housing Strategies. Annually, reconfirm status of all prospective clients.	Staff Supports
<u>Terms, Recapture, and Default</u>	The recapture schedule be consolidated into a simple chart and can be referenced for each strategy from one (1) position for the entire document, thereby physically shortening the LHAP document length.	Staff Supports

AFFORDABLE HOUSING INCENTIVES & POLICY RECOMMENDATIONS		
<u>INCENTIVES</u>	AHAC RECOMMENDATIONS	STAFF COMMENTS TO AHAC RECOMMENDATIONS
<u>New Housing Strategy</u>	<p>Recommendation to create a new housing strategy for non-profit groups to acquisition properties and rehabilitate those properties for resale to low-to-moderate income families and individuals; and that the Leon County Housing Finance Authority may issue a Request For Proposal (RFP) for development of various affordable housing projects and programs serving priorities to any number of variable, such as housing for the elderly or Veterans, new construction for multi-family and single-family, and housing rehabilitation and housing replacement.</p>	<p>Staff Supports. The Leon County Housing Finance Authority has established Sub-Committees to investigate funding affordable housing opportunities per AHAC's recommendation.</p>

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

December 10, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Affordable Housing Advisory Committee's 2014 Report of Recommendations

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: Accept the 2014 Affordable Housing Advisory Committee's Report of Recommendations.

Option #2: Direct staff to prepare an agenda item for the February 25, 2014 meeting to consider the Affordable Housing Advisory Committee recommendations.

Report and Discussion

Background:

In accordance with Florida Statute and associated State rules, Leon County has an established Affordable Housing Advisory Committee (AHAC). The AHAC is responsible for approving local affordable housing incentive strategy recommendations (Attachment #1). Attachment #2 provides the requirements of what must be considered in developing the Committee's recommendations. The AHAC conducted a public hearing on November 4, 2013 to approve the Committee's recommendations. Notice of the public hearing to adopt the final report was published in the Tallahassee Democrat, October 26, 2013 (Attachment #3).

Analysis:

In accordance with Florida Statutes, the AHAC must present a set of affordable housing recommendations to the local jurisdiction's governing body by December 31, 2013. Once the recommendations are received, the Board has 90 days to consider which recommendations should be implemented and correspondingly amend its Local Housing Assistance Plan (LHAP). Staff is recommending an agenda item be prepared for the Board to consider the AHAC recommendations for the February 25, 2014 Commission meeting. Concurrently, the Local Housing Assistance Plan (LHAP) would be amended to add any new affordable housing incentives. Copies of the final report, any amendments made to County documents and LHAP, and associated Board meeting minutes, must be submitted to the Florida Housing Finance Corporation by May 2, 2014.

Options:

1. Accept the Affordable Housing Advisory Committee's 2014 Report of Recommendations.
2. Direct staff to prepare an agenda item for the February 25, 2014 meeting to consider the Affordable Housing Advisory Committee recommendations.
3. Do not accept the Affordable Housing Advisory Committee's 2014 Report of Recommendations.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Affordable Housing Advisory Committee 2014 Report of Recommendations
2. Requirements for Affordable Housing Advisory Committee Considerations
3. Copy of Public Notice

Florida Statute 420.9076 mandates The Leon County AHAC to consider the following recommendations:

- Modification or repeal of existing policies
- Creation of exceptions for affordable housing
- Adoption of new policies, procedures, ordinances, or plan provisions
- Evaluation of the affordable housing incentives suggested in 420.9076 F.S.:
 - (a) The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
 - (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
 - (c) The allowance of flexibility in densities for affordable housing.
 - (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
 - (e) The allowance of affordable accessory residential units in residential zoning districts.
 - (f) The reduction of parking and setback requirements for affordable housing.
 - (g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
 - (h) The modification of street requirements for affordable housing.
 - (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
 - (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
 - (k) The support of development near transportation hubs and major employment centers and mixed-use developments.
- Evaluation of other affordable housing incentives:
 - (a) Tallahassee-Leon County Comprehensive Plan Housing Elements
 - (b) State Housing Initiatives Partnership-Local Housing Assistance Plan (SHIP-LHAP)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the 2012-2013 Annual Report of the Code Enforcement Board and the Code Compliance Program

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the 2012-2013 Annual Report of the Code Enforcement Board and the Code Compliance Program.

Report and Discussion

Background:

The Leon County Code Enforcement Board (CEB) is empowered by Ordinance to enforce Chapter 5, Article II and Article III (Building and Housing); Chapter 10, Article VII (Environmental Management Act); Article X (Zoning); and Article XII (Flood Plain); and Chapter 14, Articles I and II (Public Nuisances and Junk). The CEB is supported by contractual legal services and is represented by Counsel Harold Knowles of Knowles and Randolph Law Firm. The Assistant County Attorney serves as legal counsel for the County. The CEB members for the 2012-2013 fiscal year were Chairman Bonnie Johnson, Vice Chairman Michael Eurich, and board members Carmen Green, Marcia Sanders, Curtis Whigham, Travis Sparkman, and Betsy Henderson. The seven board members volunteer their time, which averages about five hours per month, which is inclusive of their review time (Attachment #1).

The 2012-2013 Annual Report was reviewed and approved by the CEB at their regularly scheduled meeting on January 16, 2014.

Analysis:

In order to serve the citizens of Leon County in a timely and efficient manner, the Department of Development Support and Environmental Management implemented a central complaint process system. The complaints are received through telephone calls, citizen on-line reporting or by walk-in customers, logged and routed to the appropriate Division for investigation within 48 hours. If the complaint call is a health, safety, or serious environmental issue, it will be inspected within 24 hours. As a team, the program's goal is to obtain voluntary compliance at the direction of the Board. An official Notice of Violation letter is the first notice to an alleged violator; sent through regular mail, certified mail return receipt. The numbers vary on obtaining compliance, and seem low, due to the extensions of time granted to the citizens. The nature of the violation is described within the Notice along with a list of the County codes allegedly violated. A description of what was found on-site (inoperable vehicles, debris, garbage, etc.), the necessary action to remedy the situation and a time frame to obtain compliance is also included in the Notice. This process usually takes 30 to 45 days, and each complaint warrants an average of three inspections.

Attached is a comparison table for FY 11/12 and 12/13, and the statistics for the four quarters of FY12/13 (Attachment #2). There was a 1% increase in the total number of complaints received during FY 12/13 as compared to FY 11/12. It appears that this increase is due to the successful marketing strategies to make citizens more aware of Leon County's code enforcement. In conjunction with the Citizen Connect Service Request System, which enables citizens to file complaints via the internet, the Code Compliance Program website allows citizens to review the complaint process on-line and download a complaint form to mail in. Citizens utilize the County's Code Compliance Program regularly to assure that their neighborhoods are kept in compliance.

To expand public education and awareness, Code Compliance staff has created a flier that is provided to Homeowners' and Neighborhood Associations in the unincorporated portions of Leon County (Attachment #3). The flier explains that staff is available to speak at association meetings about code enforcement in their neighborhoods.

On March 12, 2013, the Board approved the Abandoned Property Registration (APR) Ordinance to require that when a property is under a notice of default and is the subject of foreclosure action or proceeding, the property must be registered with Leon County. The Ordinance became effective on March 12, 2013, with an enforcement date of July 12, 2013. This Ordinance was subsequently amended effective December 10, 2013. The regulations established by this new Ordinance are applicable within unincorporated Leon County. During this fiscal year, staff received 405 registrations for distressed or abandoned property and collected \$60,750 in registration fees. These funds will be a revenue source to offset the cost of operating the Code Compliance Program.

On June 14, 2011, the Board approved an Ordinance to regulate Simulated Gambling Devices in Leon County. The Ordinance became effective on June 15, 2011, and established an enforcement date of September 1, 2011. The Ordinance was amended on January 24, 2012 to include additional enforcement language. The regulations established by this new Ordinance are applicable countywide, including within the corporate limits of the City of Tallahassee. During this fiscal year, there were fifteen (15) Simulated Gambling Facility Permits issued for 2012. On March 12, 2013, two (2) locations were forced to close and one (1) closed voluntarily on March 13, 2013. On April 10, 2013, HB155 (Internet Cafes Ban) was signed and the twelve (12) remaining permits were revoked (Attachment #4).

On July 22, 2008, the Board approved an Open-Pit Mining Ordinance that requires all open-pit mining operations and/or construction and demolition debris disposal facilities that have not been reclaimed be secured by a four-foot high fence with a locked gate. During this fiscal year, there were no cases brought before the Code Enforcement Board for failing to comply with these regulations.

On April 25, 2006, the Board held a workshop to provide an overview of the County's current Code Enforcement Program, presented related issues, and outlined recommendations for program enhancements. On May 9, 2006, the Board ratified the workshop and the County's Code Enforcement Program has been maintained at its current level of functioning to achieve voluntary compliance.

At the June 14, 2005 meeting, the Board approved the Procedures and Criteria List to remove old outstanding liens on Code Enforcement Board cases. During this fiscal year, no cases met the eligibility requirements for the reduction of fines.

On September 21, 2004, the Board approved a Filthy Fluid Ordinance that prohibits the drainage of fluids on county streets and/or the property of others. Since that time, staff has received 12 filthy fluid complaints that have been inspected and resolved.

Since the Board approved the Lot Mowing Ordinance on May 11, 2004, staff has received 1,574 complaints regarding overgrown grass in the unincorporated area. Of the 1,574 complaints, 619 were determined invalid. During this fiscal year, staff has performed 150 site inspections on all the overgrown grass complaints to determine the validity of each complaint. These inspections are performed within 48 hours upon receipt of the complaint. Of the 150 complaints, 27 were deemed invalid, due to the excessive growth not exceeding 18 inches in height. As of this date, staff has closed 94 complaints and the properties have been brought into compliance. Currently, there are 22 open complaint cases pending compliance by the property owners, and seven cases have been referred to the Code Enforcement Board for resolution.

Code Enforcement Board (CEB) Caseload Analysis:

If the owner or violator fails to correct a violation within the time specified in the initial notice, if the violation is a repeat violation, or if the violation is a threat to public health, safety, or welfare or is irreparable/irreversible, the inspector will notify the Code Enforcement Board and request a hearing. A total of 70 new cases and 13 fine reconsideration cases were brought before the CEB during this fiscal year:

New Cases	65
Continued Cases	3
Request for Amendment to the Board's Order	0
Request for Extension of Time to Comply	4
Fine Reconsideration	13
Foreclosure Considerations	<u>22</u>
Total	107

Of the 70 new cases, 65 were heard by the CEB and found in violation. Of the 65 cases found in violation, 21 failed to come into compliance and an Order Imposing Fine and Notice of Lien has been filed with the Leon County Clerk of the Courts, and 35 have been found in compliance. The compliance deadlines for the remaining nine cases had not passed at the end of the 2012-2013 fiscal year.

The following is a breakdown of the CEB cases that were found in violation:

Environmental Management	0
Junk	26
Building	27
Minimum Housing	2
Electrical Code	0
Zoning	0
Mowing	<u>11</u>
Total	65

Revenue Analysis:

The amount of fines collected during FY 12/13 was \$18,020 (Attachment #5). The Board heard 13 requests for reconsideration of accrued fines. Attached is a list of fines addressed for reduction during this fiscal year (Attachment #6). A status report of all outstanding fines during FY12/13 is also attached (Attachment #7), as well as a comparison chart of the CEB's activities for the past several years (Attachment #8).

Staff continues to send periodic follow-up letters to property owners in attempts to address the outstanding fines. Once a lien has been placed on homestead and non-homestead property, the property owner is unable to sell the property until the lien has been satisfied. Staff has benchmarked like-sized counties in an attempt to identify additional methods to collect outstanding liens and fines. Some methods identified have ranged from the use of collection agencies to the development of amnesty programs. Staff will continue to review options that are best suited for Leon County.

Foreclosure Analysis:

On November 18, 1997, the Board provided direction to the CEB concerning outstanding fines and liens. The Board directed that the following be considered:

- (1) when the property can be used for a County purpose; or
- (2) when the amount of the lien is equal to or greater than the Property Appraiser's assessment of the property; or
- (3) when the property is not in compliance and there is a threat to public health, safety, or welfare, the CEB could authorize the County Attorney's Office to file suit to foreclose on unpaid liens.

There were 22 cases brought to the CEB this year for consideration to proceed with foreclosure on non-homestead properties that were not in compliance and had outstanding fines. Fifteen were sent to the County Attorney's Office to begin foreclosure proceedings; the remaining seven were resolved. At the end of FY12/13, these fines totaled \$629,275. According to F.S. Chapter 162.09(3), an imposed fine will continue to accrue until the violator comes into compliance or until judgment is rendered in a suit, whichever occurs first (Attachment #9).

Summary:

The Leon County Code Enforcement Board is a quasi-judicial Board that has the authority to impose administrative fines where a violation of a code provision has occurred, with the goal of obtaining voluntary compliance. During FY 12/13, no orders of the CEB were appealed to the Circuit Courts of Leon County. Staff continues to work diligently in processing requests for public hearings in a timely and efficient manner.

Options:

1. Accept the 2012-2013 Annual Report of the Code Enforcement Board and the Code Compliance Program.
2. Do not accept the 2012-2013 Annual Report of the Code Enforcement Board and the Code Compliance Program.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Attendance Record for Fiscal Year 2012-2013
2. Code Compliance Program Workload Comparison Table
3. Code Compliance Program Public Awareness Flier
4. Simulated Gambling Facility Site Locations
5. Fines Paid in Fiscal Year 2012-2013
6. Fines Addressed in Fiscal Year 2012-2013
7. Status Report on Outstanding Fines
8. Comparison Chart of Code Enforcement Board Activity
9. Cases Referred for Foreclosure on Non-Homestead Properties

VSL/TP/DM/EDS/JL

**Leon County Code Enforcement Board
Attendance Record for FY 2012-2013**

Board Member	Appointed by	Term Expires	Percent of Attendance
Marcia Sanders	Commissioner Proctor	08/31/2015	70%
Michael Eurich	Commissioner Dozier	08/31/2015	70%
Curtis Whigham	Commissioner Dailey	08/31/2015	90%
Travis Sparkman	Commissioner Sauls	08/31/2014	80%
Betsy Henderson	Commissioner Desloge	08/31/2015	70%
Bonnie Johnson*	Commissioner Lindley	08/31/2014	60%
Carmen Green	Commissioner Maddox	08/31/2014	90%

There were ten (10) meetings for the Fiscal Year 2012-2013.

* Excused Absences

**Code Compliance Program
Workload Comparison Table for Fiscal Year 11-12 and 12-13**

	12/13 1st Qtr.	12/13 2nd Qtr.	12/13 3rd Qtr.	12/13 4th Qtr.	12/13 Year End Figures	12/13 Yr. End % of Total	11/12 Year End Figures	11/12 Yr. End % of Total
Building	31 Bldg w/o 14 Min. H. 8 Unsafe 9	46 Bldg w/o 20 Min. H. 7 Unsafe 19	47 Bldg w/o 20 Min. H. 8 Unsafe 19	42 Bldg w/o 20 Min. H. 10 Unsafe 12	166	10%	173	12%
Junk & Litter	42	70	53	80	245	15%	235	16%
Junk Vehicles	12	37	30	46	125	8%	146	10%
Environmental	27	46	39	57	169	10%	95	6%
Development Services	14 Home 10 Zoning 4	18 Home 5 Zoning 13	18 Home 12 Zoning 6	14 Home 3 Zoning 11	64	4%	74	5%
Lot Mowing	12	7	34	97	150	9%	129	9%
Filthy Fluids	0	0	0	1	1	0%	3	0%
Right-of-Way	2	5	5	8	20	1%	20	1%
Abandoned Prop.*	0	0	0	25	25	2%	N/A	N/A
Sim. Gambling **	0	0	0	0	0	0%	2	0%
Invalid ***	39	76	83	55	253	16%	261	18%
Referrals	100	107	109	93	409	25%	333	23%
TOTAL	279	412	418	518	1627	100%	1471	100%
Telephone Calls	673	865	1014	1100	3652		3320	
NOV & F/U (Closed) Compliance	97	74	109	131	411	43%	458	52%
TOTAL ACTIVITY	1049	1351	1541	1749	5690		5249	

* BCC Approved Abandoned Property Registration (APR) Ordinance on 3/12/13 – Amended Ordinance 12/10/13. -- Number of Notice of Violations for failure to register the property.

** Complaints – BCC Approved Simulated Gambling Ordinance on 6/14/11 – Amended Ordinance 1/24/12 --- On 4/10/13, HB155 (Internet Cafes Ban) was signed.

*** Invalid calls refer to complaints that are received and not considered county code violations.

**NEIGHBORHOOD
PUBLIC AWARENESS PROGRAM**

LEON COUNTY WOULD LIKE TO HELP YOU HELP US MAKE
YOUR NEIGHBORHOOD A BETTER PLACE TO LIVE!!!!

The Development Support and Environmental Management staff would like to come to your association meeting to talk about the Leon County Codes that make a difference in your neighborhood. Through public education and awareness, we can work together to make your neighborhood shine! We will discuss the **JUNK, BUILDING, ZONING, ENVIRONMENTAL and MOWING** issues that you feel most pertain to you and your neighbors.

We will answer these questions and more:

**WHAT IS CONSIDERED JUNK? WHAT IS CONSIDERED A JUNK VEHICLE?
WHEN DOES SOMEBODY NEED TO GET A BUILDING PERMIT?
CAN SOMEBODY LIVE IN A TRAVEL TRAILER?
WHAT CAN BE DONE ABOUT UNSAFE BUILDINGS?
WHAT BUSINESSES ARE CONSIDERED HOME OCCUPATIONS?
HOW MANY DWELLINGS ARE ALLOWED ON ONE PARCEL?
DO I NEED A PERMIT TO CUT A TREE DOWN ON MY PROPERTY?
WHAT CAN BE DONE ABOUT THESE ISSUES?**

If you are interested in having a County staff member speak at your meeting, please complete this form and return to the following address:

Leon County Department of Development Support and Environmental Management
Neighborhood Public Awareness Program
435 N. Macomb Street, 2nd Floor
Tallahassee, Florida 32301

Association Name and Location of Meeting Place: _____

Association President (Contact Person) _____

Daytime Phone Number _____

Date of Meeting in which staff is invited _____

CIRCLE THE TOPICS YOU WOULD LIKE COUNTY STAFF TO DISCUSS:

JUNK BUILDING ZONING ENVIRONMENTAL MOWING

If you have any questions, please contact Susan Roberts or Emma Smith at 606-1300.

We look forward to hearing from you, and we thank you for another opportunity to serve you!

RENEWAL (2012) - SIMULATED GAMBLING FACILITY SITE LOCATIONS
As of 10/25/12 - Updated 4/10/13 (HB155 Internet Cafe Ban, effective 4/10/13)

#	DIST	NAME	ADDRESS	SUITE	JURIS	PARCEL	ZONING	ORG PERMIT #	RENEWAL #	APPLIED	STATUS	DATE	EFF DATE	DEVICES
1	4	KERRY INTERNET CAFÉ	2915 KERRY FOREST PKWY	#603	CITY	1427230000060	PUD	LSG1100011	LSG1200013	08/29/12	REVOKED	04/10/13	10/27/12	30
2	5	THE SANDS **	4176 APALACHEE PKWY		COUNTY	3102200040000	C-2	LSG1100002	LSG1200002	08/20/12	REVOKED	04/10/13	10/27/12	30
3	1	SOUTHSIDE INTERNET CAFÉ, LLC	3030 S. MONROE ST	#1B	CITY	4112204460000	C-2	LSG1100018	LSG1200016	08/31/12	CLOSED	03/13/13	N/A	36
4	2	WOODS **	8875 WOODVILLE HWY	#03	COUNTY	3308205010000	C-2	LSG1100009	LSG1200004	08/20/12	REVOKED	04/10/13	10/27/12	30
5	5	COCONUT GROVES **	1350 MAHAN DR	#C4	CITY	1131200010000	C-2	LSG1100006	LSG1200009	08/27/12	REVOKED	04/10/13	10/27/12	38
6	5	GOLD RUSH	1891 CAPITAL CIR NE	#07	CITY	112105 E0020	CP	LSG1100017	LSG1200017	08/31/12	DENIED	09/27/12	N/A	50
7	2	ALLIED VETERANS .53	7130 W TENNESSEE ST		COUNTY	2225200220000	CP	LSG1100014	LSG1200007	08/23/12	CLOSED	03/12/13	N/A	80
8	2	THE HILLS **	2620 W TENNESSEE ST	#01	CITY	2128204340020	CP	LSG1100007	LSG1200006	08/20/12	REVOKED	04/10/13	10/27/12	40
9	5	QUACKERS INTERNET CAFÉ	3348 MAHAN DR	#3, #4	CITY	1127202030000	CP	LSG1100010	LSG1200014	08/29/12	REVOKED	04/10/13	10/27/12	30
10	3	LUCKY HIT **	3839 N MONROE ST	#9, #10	COUNTY	2109513331520	CP	LSG1100008	LSG1200003	08/20/12	REVOKED	04/10/13	10/27/12	40
11	3	TOP DAWG **	1885 NORTHWOOD BLVD		CITY	212460 D0010	AC	LSG1100005	LSG1200011	08/27/12	REVOKED	04/10/13	10/27/12	48
12	2	LUCKY SPOT **	2401 W PENSACOLA ST	#E, #F	CITY	2134220000060	UT	LSG1100001	LSG1200005	08/20/12	REVOKED	04/10/13	10/27/12	30
13	5	BUCKEYES CAFÉ	2320 APALACHEE PKWY		CITY	310480 B0240	CP	LSG1100012	LSG1200012	08/29/12	REVOKED	04/10/13	10/27/12	30
14	1	ALLIED VETERANS .79	3030 S. MONROE ST	#10B	CITY	4112204460000	C-2	LSG1100015	LSG1200008	08/23/12	CLOSED	03/12/13	N/A	150
15	1	HOLE-N-WALL **	1102 S. ADAMS ST	#11, #12	CITY	4101200160000	CC	LSG1100004	LSG1200010	08/27/12	REVOKED	04/10/13	10/27/12	30
16	1	CAPITAL INTERNET CAFÉ **	5023 CRAWFORDVILLE RD	#4	CITY	4125250000060	CP	LSG1100003	LSG1200001	08/20/12	REVOKED	04/10/13	10/27/12	30
17	5	INTERNET DEPOT	400 CAPITAL CIR SE	#5	CITY	1133204050000	CP	LSG1100016	LSG1200015	08/31/12	DENIED	10/01/12	N/A	70

** Letter received re: Software Upgrade

Districts	Totals	APPLIED	17
District #1	4	DENIED	2
District #2	4	ISSUED	15
District #3	2	CLOSED	3
District #4	1	REVOKED	12
District #5	4	OPEN	0
	15		

As of 10/17/12, Fifteen (15) Simulated Gambling Facility Permits have been issued for 2012.

As of 4/5/13, there are (12) Simulated Gambling Facilities in operation

As of 4/10/13, the LCSO has verified that all locations are CLOSED. Per Gov. Scott's signing of HB155 Bill, the 12 remaining permits have been REVOKED.

STATUS OF OUTSTANDING CEB FINES FOR FY 2012/2013

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
03/05/2001	01-005 LEC000696	Bobby J. Chambliss (Non-Homestead)	02/15/2001 04/19/2001	Board heard case Notice of Lien filed			\$39,615.00
District 3		5026 Box Wood Court	06/07/2002	Filed Order Imposing Fine			
		Junk Code	10/18/2006	In Compliance - Fine unpaid			
			10/21/2006	Board approved sending case to CAO to begin process to foreclose.			
09/26/2001	01-029 LEC010341	Ronald Pontones (Homestead)	09/20/2001 12/12/2001	Board heard case Notice of Lien filed	\$870.00		
District 2		9406 Barwick Drive	12/20/2001	In Compliance. Fine unpaid.			
		Junk Code	07/03/2002	Filed Order Imposing Fine			
			07/19/2007	Amnesty Notification packet mailed.			
03/05/2002	02-002 LEC000697	Ulysses Smith (Non-Homestead)	02/21/2002 04/25/2002	Board heard case Filed Order Imposing Fine and Notice of Lien			\$146,960.00
District 3		280 Louis John Lane	10/04/2005	Staff inspected property - Not In Compliance			
		Junk Code	05/18/2006	Board approved sending case to CAO to begin process to foreclose			
03/05/2002	02-003 LEC010122	Ulysses Smith (Non-Homestead)	02/21/2002 06/07/2002	Board heard case Filed Order Imposing Fine and Notice of Lien			\$1,041,500.00
District 3		280 Louis John Lane	10/04/2005	Staff inspected property - Not In Compliance			
		Building Code	05/18/2006	Board approved sending case to CAO to begin process to foreclose			
09/18/2003	03-023 LEC020535	Michael A & Maureen Crew (Homestead)	09/18/2003 10/31/2003	Board heard case Staff inspected property - Not In Compliance	\$44,445.00		
District 2		7485 Southern Country Ln	11/12/2003	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	04/20/2007	In Compliance. Fine unpaid			
			07/19/2007	Amnesty Notification packet mailed.			
			09/19/2007	Amnesty application received.			
			10/10/2007	Amnesty Program Panel reviewed application. Fine will be reduced to \$1000.00 to be paid w/in 30 days or fine will revert to the original amount of \$44,445.00.			
			11/11/2007	Reduced fine amount not paid. Fine reverts to original amount.			
			04/03/2012	Staff inspected property - Not In Compliance			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
03/18/2004	04-004	Estate of Larry Grantham	03/18/2004	Board heard case			\$119,450.00
	LEC030558	(Non-Homestead)	06/11/2004	Staff inspected property - Not In Compliance			
District 1		4742 Orchid Drive	07/08/2004	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	04/20/2007	Staff inspected property - Not In Compliance			
			06/21/2007	Board approved sending case to CAO to begin process to foreclose			
07/15/2004	04-009	Anita H. Kirkland	07/15/2004	Board heard case	\$115,250.00		
	LEC020647	(Homestead)	07/29/2004	Filed CEB Order.			
District 2		1307 Southern Drive	10/08/2004	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	04/20/2007	Staff inspected property - Not In Compliance			
			07/19/2007	Amnesty Notification packet mailed.			
			06/05/2009	Staff inspected property - Not In Compliance			
06/03/2005	05-005	Roger Malebranche	05/19/2005	Board heard case	\$3,915.00		
	LEC030734	(Homestead)	06/03/2005	Filed CEB Order.			
District 2		1347 Yons Place	09/23/2005	Staff inspected property - Not In Compliance			
		Junk Code	10/20/2005	Filed Order Imposing Fine and Notice of Lien			
			11/21/2005	In Compliance. Fine unpaid			
			03/15/2007	Board reduced fine to \$250.00 to be paid within 6 months (September 15, 2007). Fine will revert to original amount (\$3915.00) if not paid by the deadline date.			
			09/17/2007	Reduced fine amount was not paid. Fine reverted to original amount.			
			09/18/2007	Amnesty Notification packet mailed.			
08/11/2005	05-006	Damon Peters	07/21/2005	Board heard case		\$82,250.00	
	LEC050255	(Non-Homestead)	08/11/2005	Filed CEB Order and mailed to Respondent and attorney Thompkins White.			
District 1		1905 Rhodes Cemetery Rd	08/15/2005	Cert. mail to atty Thompkins White ret'd claimed			
		Building/Junk Codes	08/27/2005	Cert. mail ret'd unclaimed from Respondent			
			11/10/2005	Filed Order Imposing Fine and Notice of Lien			
			05/18/2006	CEB declared property a public nuisance, 60 days to bring property into compliance.			
		Abatement	08/22/2006	BOCC approved abatement of property		\$11,250.00	
			09/13/2006	In Compliance. Fine unpaid			
			09/21/2006	Notice- Collection of County Abatement Cost			
			07/19/2007	Amnesty Notification packet mailed.			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
06/03/2005	05-007	Bobby Lord	05/19/2005	Board heard case		\$60,250.00	
	LEC050256	(Non-Homestead)	06/03/2005	Filed CEB Order.			
District 1		1905 Rhodes Cemetery Rd	06/23/2005	Certified letter returned unclaimed			
		Building/Junk Code	11/10/2005	Filed Order Imposing Fine and Notice of Lien			
			05/18/2006	CEB declared property a public nuisance, 60 days to bring property into compliance.			
		Abatement	08/22/2006	BOCC approved abatement of property		\$11,250.00	
			09/13/2006	In Compliance. Fine unpaid			
			09/21/2006	Notice-Collection of County Abatement Cost			
09/01/2005	05-014	Matthew B. Williams	09/01/2005	Board heard case	\$102,335.00		
	LEC040728	(Homestead)	10/21/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		1984 Register Road	10/16/2006	Staff inspected property - Not In Compliance			
		Junk Code	06/15/2007	Staff inspected property - Not In Compliance			
			07/19/2007	Amnesty Notification packet mailed.			
			08/31/2007	Received Amnesty Program application.			
			09/12/2007	Amnesty Program Panel approved application. Fine will be reduced to \$1000.00 if property is brought into compliance within 30 days.			
			10/22/2007	Amnesty follow up inspection performed. Not in Compliance.			
			12/05/2008	Staff inspected property - Not In Compliance			
09/26/2005	05-016	Estate of Rosa Forehand	09/15/2005	Board heard case	\$101,425.00		
	LEC040199	(Homestead)	12/30/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		3500 Friday Street	04/20/2007	Staff inspected property - Not In Compliance			
		Junk Code	07/19/2007	Amnesty Notification packet mailed.			
			06/22/2009	Staff inspected property - Not In Compliance			
02/24/2006	06-002	Gloria T. Go	02/16/2006	Board heard case			\$43,955.00
	LEC050157	(Non-Homestead)	04/24/2006	Filed Order Imposing Fine and Notice of Lien			
District 2		2711 Gerald Drive	04/10/2007	Staff inspected property - Not In Compliance.			
		Junk Code	07/19/2007	Amnesty Notification packet mailed.			
			10/24/2008	Homestead exemption no longer applies			
			11/20/2008	Board directed staff to send the 1st Notice of possible foreclosure actions.			
			01/15/2009	Board directed staff to refer case to CAO to begin foreclosure proceeding			
			09/01/2009	Property brought into compliance by Public Works.			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/07/2006	06-020	Lamar & Monica E.R. Dukes	07/20/2006	Board heard case			\$2,480.00
	LEC050147	(Non-Homestead)	09/08/2006	Staff inspected property - Not In Compliance			
District 1		2433 Windy Pine Way	10/17/2006	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	11/17/2006	In Compliance. Fine unpaid			
			07/19/2007	Amnesty Notification packet mailed.			
			07/16/2012	Board directed staff to send the 1st Notice of possible foreclosure actions.			
			09/20/2012	Board directed staff to refer case to CAO to begin foreclosure proceeding			
11/30/2006	06-050	James R. Woodruff, Jr.	11/16/2006	Board heard case	\$2,445.00		
	LEC050835	(Homestead)	01/05/2007	Staff inspected property - Not In Compliance			
District 2		7567 Maige Lane	01/19/2007	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	03/19/2007	In Compliance. Fine unpaid			
11/30/2006	06-057	Karl Wayne Morgan	11/16/2007	Board heard case.			\$83,225.00
	LEC050502	(Non-Homestead)	04/20/2007	Staff inspected property - Not In Compliance			
District 1		2997 Lilly Road	05/01/2007	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	08/20/2007	New owner letter mailed.			
			11/15/2007	Board directed staff to send Notice of possible foreclosure action.			
			01/17/2008	Board directed staff to send case to the CAO to begin foreclosure proceedings.			
01/25/2007	06-059	Gordon L. Smith & Amy L. Dillow	01/18/2007	Board heard case	\$25,475.00		
	LEC050754	(Homestead)	03/19/2007	Staff inspected property - Not In Compliance			
District 2		8483 E. Belk Drive	04/24/2007	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	02/12/2009	Reminder letter mailed			
			02/27/2009	In Compliance. Fine unpaid			
05/01/2007	07-020	Ronald Pontones	04/19/2007	Board heard case.	\$81,055.00		
	LEC060460	(Homestead)	06/08/2007	Staff inspected property - Not In Compliance			
District 2		9406 Barwick Drive	05/18/2007	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not In Compliance			
05/01/2007	07-052	Douglas & A.L. Renken	04/19/2007	Board heard case	\$10,500.00		
	LEC070217	(Homestead)	04/27/2007	In Compliance. Fine unpaid			
District 4		6601 Tim Tam Trail	05/18/2007	Filed Order Imposing Fine and Notice of Lien			
07/06/2007	07-060	Jesse L. & Beverly Y. Metz	06/21/2007	Board heard case.		\$26,140.00	
	LEC070129	(Homestead)	08/08/2007	Staff inspected property - Not in Compliance.			
District 1		8224 Pin Oak Road	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			09/01/2009	In Compliance. Fine unpaid			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
06/01/2007	07-063	Felicia Riley	05/17/2007	Board heard case.	\$80,040.00		
	LEC060218	(Homestead)	07/13/2007	Staff inspected property - Not in Compliance.			
District 1		4457 Lost Pine Drive	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not in Compliance.			
05/31/2007	07-072	Joshua Kelley (New Owner)	05/17/2007	Board heard case			\$80,040.00
	LEC060348	(Non-Homestead)	07/13/2007	Staff inspected property - Not in Compliance.			
District 2		1100 (1104) Cottonwood Ln	07/20/2007	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	04/17/2008	Board directed staff to send 1st Notice of			
			03/10/2009	Property appraisers database shows a new owner as of February 2009			
			03/16/2009	New owner information mailed.			
			06/05/2009	Staff inspected property - Not in Compliance.			
			07/16/2009	Board directed staff to send 1st Notice of possible foreclosure.			
			01/21/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
07/03/2007	07-083	Terrance & C.D. Booth	06/21/2007	Board heard case	\$28,765.00		
	LEC060485	(Homestead)	08/08/2007	Staff inspected property - Not in Compliance.			
District 3		1925 Talpeco Road	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			06/16/2009	Staff inspected property - Not in Compliance.			
			09/01/2009	Staff inspected property - Not in Compliance.			
			10/30/2009	In Compliance. Fine unpaid			
07/30/2007	07-088	Lewis P. Powell, Sr. & A.J.	07/19/2007	Board heard case	\$3,670.00		
	LEC060496	(Homestead)	09/05/2007	Staff inspected property - Not In Compliance.			
District 3		4445 Blue Bill Pass	09/07/2007	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	01/10/2008	In Compliance. Fine unpaid			
			03/25/2009	Staff received request for reduction of fine			
			04/16/2009	Board reduced fine to \$250.00 to be paid within 3 months or fine will revert to original amount of \$3670.00			
			06/02/2009	Payment reminder letter mailed			
			08/17/2009	Payment reminder letter mailed			
			10/01/2009	Reduced fine amount not paid. Fine reverts to original amount			
07/30/2007	07-091	Robert B. Pompey, Jr.	07/19/2007	Board heard case	\$76,855.00		
	LEC070101	(Homestead)	10/10/2007	Staff inspected property - Not In Compliance.			
District 1		4601 Shelfer Road	10/15/2007	Filed Notice of Lien			
			06/05/2009	Staff inspected property - Not In Compliance.			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
07/30/2007	07-093	Ensley Lee Marks, Sr.	07/19/2007	Board heard case.	\$556,000.00		
	LEC060603	(Homestead)	08/31/2007	Owner has not received req'd permit. Not In Compliance.			
District 2		10715 Tebo Trail	09/10/2007	Filed Order Imposing Fine and Notice of Lien			
09/27/2007	07-115	Elaine Sarkkinen	09/20/2007	Board heard case.			\$75,875.00
	LEC060620	(Non-Homestead)	11/02/2007	Staff inspected property - Not in Compliance.			
District 2		402 Big Richard Road	11/07/2007	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	02/21/2008	Board directed staff to send 1st Notice of			
			04/17/2008	Board directed staff to refer to CAO to begin foreclosure proceedings.			
11/29/2007	07-137	James D. & K.Y. Thomas	11/15/2007	Board heard case	\$73,670.00		
	LEC070109	(Homestead)	01/02/2008	Staff inspected property - Not in Compliance			
District 1		5047 Dry Gulch Court	01/04/2007	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not in Compliance			
01/29/2008	08-007	Frank S. & SL Stephens	01/17/2008	Board heard case	\$500,500.00		
	LEC040454	(Homestead)	04/08/2008	Staff checked PETS, owners have not received req'd approved inspections - Not in Compliance			
District 2		3391 Whippoorwill Drive	04/21/2008	Filed Order Imposing Fine and Notice of Lien			
04/07/2008	08-040	Joshua Kelley (New Owner)	03/20/2008	Board heard case			\$493,750.00
	LEC070320	(Non-Homestead)	05/08/2008	Staff inspected property - Not in Compliance			
District 2		1100 Cottonwood Lane	05/16/2008	Filed Order Imposing Fine and Notice of Lien			
		Building Code	03/10/2009	Property Appraisers database showed new owner as of February 2009			
			03/16/2009	New owner information mailed			
			07/16/2009	Board directed staff to send the first notice of possible foreclosure actions			
			01/21/2010	Board directed staff to send to the CAO to begin foreclosure proceedings			
05/01/2008	08-048	Robin M. Leite	04/17/2008	Board heard case	\$1,185.00		
	LEC070607	(Homestead)	06/04/2008	Staff inspected property - Not in Compliance			
District 4		6522 Iron Leige Trail	06/12/2008	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	07/10/2008	In Compliance. Fine unpaid			
03/25/2009	08-053	Edward C. Medlin, Jr.	03/19/2009	Board heard case	\$55,715.00		
	LEC070939	(Homestead)	06/02/2009	Staff inspected property - Not in Compliance			
District 2		3392 Whippoorwill Drive	06/22/2009	Filed Order Imposing Fine and Notice of Lien			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
05/01/2008	08-062	H. Wayne Weaver & GF Weaver Trust	04/17/2008	Board heard case	\$479,750.00		
	LEC070502	(Homestead)	05/29/2008	Permit issued, 30 days to obtain inspections			
District 4		1394 Manor House Drive	06/30/2008	Staff checked PETS, owners have not received req'd approved inspections - Not in Compliance			
		Building Code	07/18/2008	Filed Order Imposing Fine and Notice of Lien			
10/08/2008	08-068	S. Michael & E. Moumouis	09/18/2008	Board heard case	\$11,475.00		
	LEC070834	(Homestead)	11/18/2008	Staff inspected property - Not in Compliance			
District 5		9555 Rose Road	11/21/2008	Filed Order Imposing Fine and Notice of Lien			
			06/22/2009	Staff inspected property - Not in Compliance			
			09/28/2009	In Compliance. Fine unpaid			
			11/05/2009	Received Request for Reduction of Fine			
			11/19/2009	Board reduced fine from \$11,475.00 to \$750.00 to be paid within 1 year or the fine will revert to the original amount.			
			11/23/2010	Reduced fine amount not paid. Fine reverts to original amount.			
			04/10/2012	Received Request for Reduction of Fine			
			06/21/2012	Board reduced fine from \$11,475.00 to \$750.00 to be paid within 6 months or the fine will revert to the original amount.			
			12/21/2012	Reduced fine amount not paid. Fine reverts to original amount.			
08/04/2008	08-079	Kern O. Montford	07/17/2008	Board heard case	\$64,955.00		
	LEC071081	(Homestead)	09/05/0008	Staff inspected property - Not in Compliance			
District 2		1819 Robinson Road	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not in Compliance			
08/04/2008	08-095	Mary L. Woods	07/17/2008	Board heard case	\$1,745.00		
	LEC070905	(Homestead)	09/05/0008	Staff inspected property - Not in Compliance			
District 2		5018 Sarav Way	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	10/20/2008	In Compliance. Fine unpaid			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/04/2008	08-098	Jaime Nicole Little	07/17/2008	Board heard case			\$456,000.00
	LEC080153	(Non-Homestead)	10/03/2008	Staff checked PETS, has not received req'd			
District 2		11000 Bright Star Circle	10/08/2008	Filed Order Imposing Fine and Notice of Lien			
		Building Code	05/21/2009	Board directed staff to send the first notice of possible foreclosure actions			
			02/18/2010	Board continued Direction to Proceed to 5/20/2010 CEB meeting to give additional time			
			05/10/2010	Staff inspected property - Not in Compliance			
			05/20/2010	Board continued Direction to Proceed to 7/15/2010 CEB meeting to give additional time to comply			
			07/15/2010	Board directed staff to send CAO to begin foreclosure proceedings			
08/04/2008	08-099	Jaime Nicole Little	07/17/2008	Board heard case			\$152,000.00
	LEC080260	(Non-Homestead)	09/08/0008	Staff checked PETS, has not received req'd			
District 2		11000 Bright Star Circle	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
		Building Code: Pool	05/21/2009	Board directed staff to send the first notice of possible foreclosure actions			
			02/18/2010	Board continued Direction to Proceed to 5/20/2010 CEB meeting to give additional time to comply			
			05/10/2010	In Compliance. Fine unpaid			
			05/20/2010	Board reduced fine from \$152,000.00 to \$500.00 to be paid within 30 days or reverts to the original fine amount			
			07/01/2010	Reduced fine amount not paid. Fine reverts to original amount			
			07/15/2010	Board directed staff to send CAO to begin foreclosure proceedings			
12/04/2008	08-129	Salem Construction, Inc.	11/20/2009	Board heard case		\$2,655.00	
	LEC080048	(Non-Homestead)	01/07/2009	Staff inspected property - Not in Compliance			
District 2		1213 Wright Road	01/16/2009	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	03/23/2009	In Compliance. Fine unpaid			
			07/16/2009	Board directed staff to send the first notice of possible foreclosure actions			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
12/04/2008	08-137	Markhor Investments International LLC - New Owner	11/20/2009	Board heard case			\$433,000.00
	LEC080529	(Non-Homestead)	01/07/2009	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 5		2685 Chandalar Lane	01/16/2009	Filed Order Imposing Fine and Notice of Lien			
		Building Code	07/16/2009	Board directed staff to send the first notice of possible foreclosure actions			
			02/18/2010	Board directed staff to send to the CAO to begin foreclosure proceedings.			
			03/17/2011	Deed Recorded, New Owner			
12/04/2008	08-143	Deertree Hills Inc (New Owner)	11/20/2009	Board heard case			\$60,685.00
	LEC080757	(Non-Homestead)	01/08/2009	Staff inspected property - Not in Compliance			
District 2		5667 Caribou Lane	01/16/2009	Filed Order Imposing Fine and Notice of Lien			
			04/15/2010	Board directed staff to send the 1st notice of possible foreclosure			
			08/16/2012	Board directed staff to send CAO to begin foreclosure proceedings			
			09/14/2012	New Deed Recorded			
12/04/2008	08-144	Deertree Hills Inc (New Owner)	11/20/2009	Board heard case			\$433,000.00
	LEC080758	(Non-Homestead)	01/08/2009	Staff inspected property - Not in Compliance			
District 2		5667 Caribou Lane	01/16/2009	Filed Order Imposing Fine and Notice of Lien			
			04/15/2010	Board directed staff to send the 1st notice of possible foreclosure action			
			08/16/2012	Board directed staff to send CAO to begin foreclosure proceedings			
			09/14/2012	New Deed Recorded			
02/04/2009	09-005	Douglas E. & A.L. Renken	01/15/2009	Board heard case	\$229,000.00		
	LEC081156	(Homestead)	02/10/2009	Filed Order Imposing Fine and Notice of Lien			
			03/17/2010	In Compliance. Fine unpaid			
06/04/2009	09-028	Wayne Knight	05/21/2009	Board heard case	\$53,650.00		
	LEC080410	(Homestead)	08/06/2009	Staff inspected property - Not in Compliance			
District 4		2076 Ox Bottom Road	08/06/2009	Filed Order Imposing Fine and Notice of Lien			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
06/04/2009	09-031	Harry Brown c/o Aragon Riley	05/21/2009	Board heard case			\$387,750.00
	LEC080014	(Non-Homestead)	07/07/2009	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 4		4052 Crump Road	07/14/2009	Filed Order Imposing Fine and Notice of Lien			
		Building Code	11/19/2009	Board directed staff to send the first notice of possible foreclosure actions			
			04/15/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
07/24/2009	09-045	Cory Wonsey (New Owner)	07/16/2009	Board heard case			\$52,600.00
	LEC080128	(Non-Homestead)	09/01/2009	Staff inspected property - Not in Compliance			
District 2		1172 Cottonwood Lane	09/18/2009	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	03/18/2010	Board directed staff to send the first notice of possible foreclosure actions			
			05/20/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
			02/13/2012	Property sold, New Deed Recorded			
			06/08/2012	Property sold, New Deed Recorded			
07/24/2009	09-046	Ed Michael Jefferson	07/16/2009	Board heard case	\$52,600.00		
	LEC080137	(Homestead)	09/01/2009	Staff inspected property - Not in Compliance			
District 1		4056 Buster Lane	09/18/2009	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
07/24/2009	09-050	Isaac Thomas	07/16/2009	Board heard case		\$52,600.00	
	LEC080448	(Non-Homestead)	09/01/2009	Staff inspected property - Not in Compliance			
District 2		1414 Van Delia Road	09/18/2009	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
07/24/2009	09-058	Michael B. Quinlan	07/16/2009	Board heard case	\$348,250.00		
09/01/2009	LEC080356	(Homestead)	08/20/2009	Board granted 30 day extension of time.			
District 3		2606 Hastings Drive	12/08/2009	2nd request for flood letter for required permit			
		Building Code	03/09/2010	Flood letter not received, permit not issued. Not in Compliance			
			03/15/2010	Filed Order Imposing Fine and Notice of Lien			
			07/13/2010	Permit LB0900871 issued			
			01/18/2010	Checked PETS - no inspections. Not in Compliance			
			05/09/2012	Checked PETS - no inspections. Not in Compliance			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/31/2009	09-064	Daniel E. Gill	08/20/2009	Board heard case	\$1,045.00		
	LEC080752	(Homestead)	10/09/2009	Staff inspected property - Not in Compliance			
District 3		1857 Hopkins Drive	10/16/2009	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	10/30/2009	In Compliance. Fine unpaid			
			11/30/2009	Staff received Request for Reduction of Fine			
			01/21/2010	Board reduced fine to \$250 to be paid within 6 months revert to the original fine amount of \$1045			
			09/01/2010	Reduced fine amount not paid. Fine reverts to original amount.			
12/08/2009	09-103	Mary J. Williams	11/19/2009	Board heard case			\$341,000.00
	LEC090230	(Non-Homestead)	01/06/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 1		4065 Morgan Road	01/22/2010	Filed Order Imposing Fine and Notice of Lien			
		Building Code	05/20/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			08/16/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
02/04/2010	10-011	David E. Brumley	01/21/2010	Board heard case		\$45,775.00	
	LEC090239	(Non-Homestead)	03/09/2010	Staff inspected property - Not in Compliance			
District 2		5057 Tillie Lane	03/19/2010	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	07/15/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
02/04/2010	10-012	David E. Brumley	01/21/2010	Board heard case		\$33,000.00	
	LEC090241	(Non-Homestead)	03/12/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 2		5057 Tillie Lane	03/19/2010	Filed Order Imposing Fine and Notice of Lien			
		Building Code	07/14/2010	In Compliance. Fine unpaid			
			07/15/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
04/01/2010	10-027	Angela & JB McCoy	03/18/2010	Board heard case			\$43,815.00
	LEC090816	(Non-Homestead)	05/03/2010	Staff inspected property - Not in Compliance			
District 4		8839 Divine Way	05/06/2010	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	09/16/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			01/20/2011	Board directed staff to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
02/24/2010	10-034	Life Estate of Connie Springer	02/18/2010	Board heard case		\$150.00	
	LEC090502	(Non-Homestead)	05/26/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 3		4237 Gearhart Road	06/03/2010	Filed Order Imposing Fine and Notice of Lien			
		Building Code	09/16/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			12/22/2010	In Compliance. Fine unpaid			
			04/21/2011	Board reduced fine to \$1000 to be paid with in 6 months or reverts to original amount of \$56,250.00			
			10/21/2011	Reduced fine amount not paid. Fine reverts to original amount.			
			04/19/2012	Board continued Direction to Proceed to July 19, 2012 Board meeting in order to give property owner time to bring the property back into compliance			
			05/09/2012	Staff inspected property - In Compliance			
			07/19/2012	Board reduced fine to \$1000 to be paid with in 6 months or reverts to original amount of \$53,250.00			
			12/27/2012	\$650 payment made			
			05/31/2013	\$200 payment made			
04/01/2010	10-039	Steve & Donna L. Jenkins	03/18/2010	Board heard case			\$43,815.00
	LEC090705	(Non-Homestead)	05/03/2010	Staff inspected property - Not in Compliance			
District 3		5770 Japonica Court	05/06/2010	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	09/16/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			01/20/2011	Board directed staff to CAO to begin foreclosure proceedings			
06/03/2010	10-052	Margaret E. Raines	05/20/2010	Board heard case	\$5,105.00		
	LEC091070	(Homestead)	07/08/2010	Staff inspected property - Not in Compliance			
District 5		5708 Woodvalley Road	07/26/2010	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	12/10/2010	In Compliance. Fine unpaid			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
05/05/2010	10-055	Ana Garcia	04/15/2010	Board heard case		\$1,275.00	
07/26/2010	LEC090943	(Non-Homesetead)	07/15/2010	Board heard Request for Extension - Granted 60 day extension			
09/23/2010		8020 Baby Farm Road	09/16/2010	Board heard Request for Extension - Granted 120 day extension			
District 2		Building Code	01/18/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
			01/21/2010	Filed Order Imposing Fine and Notice of Lien			
			01/27/2011	Permit issued (LB1001649)			
			01/28/2011	Staff inspected property - Not in Compliance			
			05/02/2011	Staff checked PETS, has not received req'd inspections - Not in Compliance			
			10/20/2011	Board directed staff to send the 1st notice of possible foreclosure			
			05/10/2012	Staff checked PETS, has not received req'd inspections - Not in Compliance			
			07/06/2012	In Compliance. Fine unpaid			
			01/17/2013	Board reduced fine to \$1275 to be paid within 1 year or reverts to the original fine amount of \$134,250.00			
06/03/2010	10-064	Christopher Johns	05/20/2010	Board heard case	\$232,250.00		
07/26/2010	LEC091019	(Homestead)	07/15/2010	Board heard Request for Extension - Granted permit extension, Sept 15, 2010			
District 2		8373 Ice Hockey Lane	09/20/2010	Permit applied for (LB1001295)			
		Building Code	10/13/2010	Staff checked PETS, has not received req'd inspections - Not in Compliance			
			07/19/2012	Filed Order Imposing Fine and Notice of Lien			
			09/28/2012	LB1200931 issued			
			04/01/2013	In Compliance. Fine unpaid			
08/30/2010	10-067	Carly C. & Clyde Ramsey	08/18/2010	Board heard case			\$31,495.00
	LEC091276	(Non-Homestead)	10/26/2010	Staff inspected property - Not in Compliance			
District 5		2032 Wedgewood Drive	11/05/2010	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	03/17/2011	Board directed staff to send the 1st notice of possible foreclosure			
			09/15/2011	Board directed staff to send to CAO to begin foreclosure proceedings			
			03/19/2013	In Compliance. Fine unpaid			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/30/2010	10-079	Patrick O. & Sheryl L. Phillips	08/19/2010	Board heard case	\$274,250.00		
	LEC091164	(Homestead)	10/01/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 3		3807 Rolf Drive	10/22/2010	Filed Order Imposing Fine and Notice of Lien			
		Building Code					
09/23/2010	10-089	Richard & Angela Messer	09/16/2010	Board heard case	\$37,655.00		
	LEC100244	(Homestead)	10/28/2010	Staff inspected property - Not in Compliance			
District 2		1009 Shady Wood Trail	11/05/2010	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
09/23/2010	10-090	Richard & Angela Messer	09/16/2010	Board heard case	\$261,500.00		
	LEC100245	(Homestead)	11/29/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 2		1009 Shady Wood Trail	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
		Building Code					
11/04/2010	10-099	Sharon Smith	10/21/2010	Board heard case			\$36,185.00
	LEC100291	(Non-Homestead)	12/14/2010	Staff inspected property - Not in Compliance			
District 1		462 Long Pine Drive	01/21/2011	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	05/10/2012	Property is now Non-Homestead			
			08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
10/21/2010	10-100	Sharon Smith	10/21/2010	Board heard case			\$258,000.00
	LEC100301	(Non-Homestead)	12/06/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 1		462 Long Pine Drive	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
		Building Code	05/10/2012	Property is now Non-Homestead			
			08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
12/10/2010	10-107	Robert Walsh	11/18/2010	Board heard case			\$34,925.00
	LEC100388	(Non-Homestead)	01/13/2011	Staff inspected property - Not in Compliance			
District 1		3003 Baron Lane	01/21/2011	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	05/10/2011	Staff inspected property - Not in Compliance			
			05/19/2011	Board directed staff to send the 1st notice of possible foreclosure			
			02/16/2012	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
03/08/2011	11-003	Nancy Fuller (New Owner)	02/17/2011	Board heard case			\$31,845.00
	LEC110005	(Non-Homestead)	04/19/2011	Staff inspected property - Not in Compliance			
District 4		8019 Red Eagle Road	05/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	08/18/2011	Board directed staff to send to CAO to begin foreclosure proceedings			
			01/24/2013	New Deed recorded			
03/08/2011	11-004	Nancy Fuller (New Owner)	02/17/2011	Board heard case			\$227,000.00
	LEC101084	(Non-Homestead)	04/11/2011	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 4		8019 Red Eagle Road	04/22/2011	Filed Order Imposing Fine and Notice of Lien			
		Building Code	08/18/2011	Board directed staff to send to CAO to begin foreclosure proceedings			
			01/24/2013	New Deed recorded			
03/29/2011	11-006	Lucy R. Powell	03/17/2011	Board heard case	\$31,075.00		
	LEC100624	(Homestead)	05/10/2011	Staff inspected property - Not in Compliance			
District 3		5421 Grove Valley Road	05/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
03/29/2011	11-008	Bank of America (New Owner)	03/17/2011	Board heard case			\$31,075.00
	LEC100527	(Non-Homestead)	05/10/2011	Staff inspected property - Not in Compliance			
District 1		3529 Robin Road	05/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			10/18/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			05/03/2013	New Deed Recorded			
08/04/2011	11-028	Owner Redacted	07/21/2011	Board heard case	\$26,665.00		
	LEC100995	(Homestead)	09/08/2011	Staff inspected property - Not in Compliance			
District 3		4103 Mission Road	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
08/04/2011	11-029	Life Estate of Geneva Thompson	07/21/2011	Board heard case			\$26,665.00
	LEC100973	(Non-Homestead)	09/08/2011	Staff inspected property - Not in Compliance			
District 3		1015 Gardner Road	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	03/21/2013	Board directed to send 1st notice of possible foreclosure actions			
			07/18/2013	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/04/2011	11-030	Sharon Smith	07/21/2011	Board heard case			\$26,665.00
	LEC100958	(Non-Homestead)	09/08/2011	Staff inspected property - Not in Compliance			
District 1		462 Long Pine Drive	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	05/10/2012	Property is now Non-Homestead			
			08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
08/04/2011	11-031	General Green	08/04/2011	Board heard case		\$625.00	
	LEC100908	(Non-Homestead)	09/02/2011	Required permit not obtained - Not in Compliance			
District 1		1253 Balkin Road	09/29/2011	Filed Order Imposing Fine and Notice of Lien			
		Building Code	08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			10/09/2012	In Compliance. Fine unpaid			
			11/15/2012	Board reduced fine to \$1250 to be paid within 1 year or fine reverts to original amount of \$101,000.00			
			01/08/2013	Payment made \$625.00			
09/01/2011	11-037	Stephen J. Larko	08/18/2011	Board heard case	\$1,010.00		
	LEC101011	(Homestead)	10/04/2011	Staff inspected property - Not in Compliance			
District 3		4424 Bright Drive	10/27/2011	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	11/03/2011	In Compliance. Fine unpaid			
10/03/2011	11-049	Lamar Dukes Estate & Monica E.R. Dukes	09/15/2011	Board heard case			\$24,670.00
	LEC101039	(Non-Homestead)	11/15/2011	Staff inspected property - Not in Compliance			
District 1		2433 Windy Pine Way	01/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	07/19/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			09/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
10/03/2011	11-050	Lamar Dukes Estate & Monica E.R. Dukes	09/15/2011	Board heard case			\$175,750.00
	LEC101040	(Non-Homestead)	11/15/2011	Staff inspected property - Not in Compliance			
District 1		2433 Windy Pine Way	01/19/2011	Filed Order Imposing Fine and Notice of Lien			
		Building Code	07/19/2012	Board directed staff to send the 1st Notice of possible foreclosure			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
			09/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
11/04/2011	11-064 LEC110141	Shane S. Laufman (Homestead)	10/20/2011 01/03/2012	Board heard case Staff checked PETS, Required permit not obtained - Not in Compliance	\$167,250.00		
District 2		10497 Elgin Lane Building Code	01/19/2012	Filed Order Imposing Fine and Notice of Lien			
12/09/2011	11-065 LEC110147	Hometowne Brokers, Inc (Non-Homestead)	11/17/2011 01/10/2012	Board heard case Staff inspected property - Not in Compliance			\$22,395.00
District 5		9967 C Tom Trail Junk Code	01/19/2012 09/20/2012	Filed Order Imposing Fine and Notice of Lien Board directed staff to send the 1st Notice of possible foreclosure			
			02/21/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
12/02/2011	11-071 LEC110209	Johnathan Manis (Non-Homestead)	11/17/2012 06/07/2012	Board heard case Staff checked PETS, Required permit not obtained - Not in Compliance		\$121,250.00	
District 2		7645 Cox Road Building Code	06/21/2012	Filed Order Imposing Fine and Notice of Lien			
02/27/2012	12-002 LEC110450	Arrowhead Consolidated Holdings LLC (New Owner) (Non-Homestead)	02/16/2012 04/03/2012	Board heard case Staff inspected property - Not in Compliance			\$19,385.00
District 2		7498 Southern Country Ln Junk Code	04/30/2012	Filed Order Imposing Fine and Notice of Lien New Deed Recorded			
			04/18/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			09/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
02/08/2012	12-003 LEC110392	Edward Rodgers & Sandra Trahan (Homestead)	01/19/2012 03/22/2012	Board heard case Staff inspected property - Not in Compliance	\$20,050.00		
District 2		368 Post Oak Drive Junk Code	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
02/08/2012	12-007 LEC110447	Household Finance Corp (Non-Homestead)	01/19/2012 03/22/2012	Board heard case Staff inspected property - Not in Compliance			\$20,050.00
District 2		5017 Sarav Way Mowing Code	04/04/2012 09/20/2012	Filed Order Imposing Fine and Notice of Lien Board directed staff to send the 1st Notice of possible foreclosure			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
			03/21/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
02/08/2012	12-008	Christopher M. Shepard	01/19/2012	Board heard case			\$20,050.00
	LEC110333	(Non-Homestead)	03/22/2012	Staff inspected property - Not in Compliance			
District 2		3641 WW Kelly Road	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
			09/20/2012	Board directed staff to send the 1st Notice of possible foreclosure			
		Mowing Code	03/21/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
02/08/2012	12-009	Robert & Violet Griffin	01/19/2012	Board heard case		\$52,250.00	
	LEC110412	(Non-Homestead)	03/19/2012	Staff inspected property - Not in Compliance			
District 2		5696 Sullivan Road	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
		Building Code - Pool	10/03/2012	In Compliance. Fine unpaid			
02/27/2012	12-015	Troy L. & Donna L. Maxon	02/16/2012	Board heard case			\$19,385.00
	LEC110423	(Non-Homestead)	04/03/2012	Staff inspected property - Not in Compliance			
District 2		9539 Old Woodville Road	04/30/2012	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	02/21/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			05/16/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
04/04/2012	12-022	Keith Boucher & Richard Boucher	03/15/2012	Board heard case		\$114,000.00	
	LEC110691	(Non-Homestead)	07/02/2012	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 2		20569 Little Bandit Dr	07/19/2012	Filed Order Imposing Fine and Notice of Lien			
		Building Code	02/21/2012	Board directed staff to send the 1st Notice of possible foreclosure			
06/28/2012	12-028	Loretta Williams	06/21/2012	Board heard case			\$15,080.00
	LEC110891	(Non-Homestead)	08/01/2012	Staff inspected property - Not in Compliance			
District 4		4859 Anhinga Lane	08/16/2012	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	11/15/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			08/15/2013	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
06/28/2012	12-029	Gabe Smith Jr Life Estate	06/21/2012	Board heard case			\$15,080.00
	LEC110892	(Non-Homestead)	08/01/2012	Staff inspected property - Not in Compliance			
District 4		4868 Anhinga Lane	08/16/2012	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	11/15/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			08/15/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
04/30/2012	12-034	Danny Ray & Joyce M. Hutto	04/19/2012	Board heard case			\$83,500.00
	LEC110792	(Non-Homestead)	11/09/2012	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 2		1832 T and T Road	11/28/2012	Filed Order Imposing Fine and Notice of Lien			
		Building Code	04/18/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			09/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
08/08/2012	12-049	Andrew R. & Sarah E. Crumper	07/19/2012	Board heard case	\$13,680.00		
	LEC120025	(Homestead)	09/13/2012	Staff inspected property - Not in Compliance			
		1349 Blockford Court	10/11/2012	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
08/08/2012	12-050	Andrew R. & Sarah E. Crumper	07/19/2012	Board heard case	\$13,680.00		
	LEC120026	(Homestead)	09/13/2012	Staff inspected property - Not in Compliance			
District 5		1349 Blockford Court	10/11/2012	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code					
09/07/2012	12-053	Osceola K. Powell, III Estate & Marilyn J. Powell Estate	08/16/2012	Board heard case			\$12,630.00
	LEC120137	(Non-Homestead)	11/07/2012	Staff inspected property - Not in Compliance			
District 2		24264 Lanier Street	11/28/2012	Filed Order Imposing Fine and Notice of Lien			
		Junk Code	03/21/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			09/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
11/28/2012	12-071	James E. Shaper	11/15/2012	Board heard case		\$9,760.00	
	LEC120384	(Non-Homestead)	01/15/2013	Staff inspected property - Not in Compliance			
District 3		5500 Split Oak Court	02/18/2013	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	07/18/2013	Board directed staff to send the 1st Notice of possible foreclosure			
02/18/2013	13-001	Lillian Inez Miller	01/17/2013	Board heard case		\$77,000.00	
	LEC120772	(Non-Homestead)	03/21/2013	Filed Order Imposing Fine and Notice of Lien			
District 1		4011 Buster Road	04/17/2013	Staff inspected property - Not in Compliance			
		Repeat Junk Code					

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
03/05/2013	13-002	Mary L. Woods	02/21/2013	Board heard case	\$118,750.00		
	LEC120400	(Homestead)	02/05/2013	Staff inspected property - Not in Compliance			
District 2		5018 Sarav Way	03/21/2013	Filed Order Imposing Fine and Notice of Lien			
		Repeat Junk Code					
02/18/2013	13-007	William Parker, April Thompson, Samuel Thompson	01/17/2013	Board heard case		\$6,890.00	
	LEC120565	(Non-Homestead)	03/19/2013	Staff inspected property - Not in Compliance			
District 2		1911 Sika Deer Dr	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code					
03/05/2013	13-016	Evans & Victoria Tettey	02/21/2013	Board heard case	\$6,330.00		
	LEC120237	(Homestead)	04/24/2013	Staff inspected property - Not in Compliance			
District 3		2624 Nez Perce Trail	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
03/05/2013	13-021	Eric T. Johnson	02/21/2013	Board heard case	\$1,530.00		
	LEC130073	(Homestead)	03/21/2013	Filed Order Imposing Fine and Notice of Lien			
District 3		5647 Doonesbury Way	02/28/2013	In Compliance. Fine unpaid			
		2nd Repeat Junk Code	04/18/2013	Board reduced fine to \$1530 to be paid within 9 months or reverts to original fine amount of \$10,000.00			
04/10/2013	13-027	Michael & Patricia Whitting	03/21/2013	Board heard case	\$5,070.00		
	LEC120688	(Homestead)	05/21/2013	Staff inspected property - Not in Compliance			
District 4		8508 Bannerman Bluff Dr	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code					
04/10/2013	13-029	Tallahassee Lassie 2, LLC	03/21/2013	Board heard case		\$5,070.00	
	LEC120705	(Non-Homestead)	05/14/2013	Staff inspected property - Not in Compliance			
District 5		8304 Balmoral Drive	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	06/11/2013	New Deed Recorded			
04/10/2013	13-031	Juan A Gibson	03/21/2013	Board heard case		\$41,500.00	
	LEC120629	(Non-Homestead)	04/18/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 3		4965 Gearhart Rd	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		Min Housing Code					
06/07/2013	13-040	Isaac Bryant	05/16/2013	Board heard case		\$3,075.00	
	LEC130068	(Non-Homestead)	08/07/2013	Staff inspected property - Not in Compliance			
District 2		9745 Snail Street	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
07/31/2013	13-041	Savannah Sanders	07/18/2013	Board heard case		\$8,000.00	
	LEC120760	(Non-Homestead)	09/03/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 1		1506 Crown Ridge Rd	09/03/2013	Filed Order Imposing Fine and Notice of Lien			
		Building Code					
06/07/2013	13-044	Alicia A. Howell	05/16/2013	Board heard case		\$3,075.00	
	LEC130036	(Non-Homestead)	08/07/2013	Staff inspected property - Not in Compliance			
District 1		8486 Colbert Rd	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		Junk Code					
06/07/2013	13-045	Alicia A. Howell	05/16/2013	Board heard case		\$21,500.00	
	LEC130035	(Non-Homestead)	08/02/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 1		8486 Colbert Rd	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		Building Code					
06/07/2013	13-046	Isaac Bryant	05/16/2013	Board heard case		\$21,500.00	
	LEC130066	(Non-Homestead)	08/02/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 2		9745 Snail Street	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		Building Code					
07/31/2013	13-053	Petrandis Mortgage & Invest	07/18/2013	Board heard case		\$3,750.00	
	LEC130058	(Non-Homestead)	09/03/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 3		5055 Crystal Brook Ln	09/03/2013	Filed Order Imposing Fine and Notice of Lien			
		Building Code	09/13/2013	In Compliance. Fine unpaid			
07/31/2013	13-054	Ray & Jody Gray	07/18/2013	Board heard case		\$8,000.00	
	LEC130023	(Non-Homestead)	09/03/2013	Staff checked PETS, Required permit not obtained - Not in Compliance			
District 1		2905 Natural Bridge Rd	09/03/2013	Filed Order Imposing Fine and Notice of Lien			
		Building Code					
					\$4,322,435.00	\$823,840.00	\$5,662,345.00
		GRAND TOTAL					\$10,808,620.00
Updated 9/30/2013		TOTAL NUMBER OF CEB CASES	109				

COMPARISON OF CODE ENFORCEMENT BOARD ACTIVITY

ACTIVITY	96-97	97-98	98-99	99-00	00-01	01-02	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13
Breakdown of Cases Heard:																	
EMA Code	14	5	3	6	4	2	0	1	3	2	0	1	6	1	6	1	0
Junk Code	12	9	9	15	22	18	18	16	13	31	79	69	63	30	27	31	27
Zoning	6	1	6	2	1	0	0	1	0	1	0	0	9	0	1	0	0
Building	1	0	2	1	8	6	3	3	8	11	15	14	10	27	15	14	12
Unsafe Building	0	0	5	1	6	7	7	1	0	4	10	6	10	11	11	9	18
Electrical Code	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0
Minimum Housing	5	3	0	0	0	0	0	0	0	0	0	4	0	1	1	0	2
Mowing								0	0	0	5	8	2	4	8	6	11
Filthy Fluids								0	0	0	0	0	0	0	0	0	0
Total Cases Heard by CEB	38	18	25	25	41	36	28	22	24	49	109	102	93	74	69	61	70
Cases Dismissed	2	0	2	1	1	2	0	0	1	0	0	1	6	4	0	1	0
Cases Withdrawn	N/A	N/A	N/A	N/A	N/A			1	0	0	0	1	0	0	1	0	2
In Compliance						3			0	0	0	0	3	0	0	0	1
Staff Reconsideration						4		0	0	0	2	0	0	2	0	0	1
Change of Ownership						2	1	1	0	0	0	0	0	0	0	0	0
Deadline not Expired	N/A	N/A	N/A	N/A	N/A	3	3	0	6	11	10	0	3	13	6	4	9
Cases Found in Compliance by CEB deadline	N/A	N/A	N/A	N/A	N/A	20	14	8	9	20	57	54	42	36	21	32	35
Cases not Found in Compliance by CEB deadline	11	5	10	5	25	13	11	8	9	18	40	40	39	19	23	21	21
Board Assessed Fines	\$38,300	\$1,125,950	\$224,350	\$123,495	\$167,894	\$106,420	\$77,590	\$69,139	\$84,130	\$205,190	\$425,190	\$359,030	\$388,305	\$700,895	\$466,365	\$312,220	\$464,290
Staff Recommended-Reductions	\$33,150	\$493,950	\$3,500	\$235	\$4,861	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Board Action-Reductions	\$2,545	\$18,518	\$4,000	\$0	\$3,200	\$2,742	\$17,270	\$15,500	\$103,634	\$524,780	\$562,473	\$4,044,202	\$522,880	\$700,959	\$449,545	\$1,141,170	\$897,515
Fines Collected*	\$1,545	\$15,300	\$7,168	\$1,500	\$15,200	\$3,262	\$35,344.91	\$31,586	\$11,230	\$12,392	\$17,856	\$36,813.36	\$18,971.96	\$13,202.09	\$13,130.00	\$12,680	\$18,020

* Fine Collection is not necessarily collected in the same fiscal year as assessed.

**CASES REFERRED TO CAO FOR FORECLOSURE ON NON-HOMESTEAD PROPERTIES
FY 2012-2013**

HEARING DATE:	CASE NO:	RESPONDENT NAME:	ADDRESS	FINE AMOUNT	DATE REFERRED TO CAO
10/21/2010	10-099 LEC100291	Sharon Smith	462 Long Pine Drive Not in Compliance	\$36,185.00	11/15/2012
10/21/2010	10-100 LEC100301	Sharon Smith	462 Long Pine Drive Not in Compliance	\$258,000.00	11/15/2012
02/17/2011	10-111 LEC100471	Mahmoud Mike Askari	1601 Pedrick Road In Compliance	\$23,130.00	02/21/2013
03/17/2011	11-008 LEC100527	Bank of America	3529 Robin Road Not in Compliance	\$31,075.00	10/18/2012
07/21/2011	11-029 LEC100973	Life Estate of Geneva Thompson	1015 Gardner Road Not in Compliance	\$26,665.00	07/18/2013
07/21/2011	11-030 LEC100958	Sharon Smith	462 Long Pine Drive Not in Compliance	\$26,665.00	11/15/2012
11/17/2011	11-065 LEC110147	Hometowne Brokers LLC	9967 C Tom Trail Not in Compliance	\$22,395.00	02/21/2013
01/19/2012	12-007 LEC110447	Household Finance Corp	5017 Saray Way Not in Compliance	\$20,050.00	03/21/2013
01/19/2012	12-008 LEC110333	Christopher M. Shepard	3641 WW Kelly Road Not in Compliance	\$20,050.00	03/21/2013
02/16/2012	12-015 LEC110423	Troy L. & Donna Maxon	9539 Old Woodville Road Not in Compliance	\$19,385.00	05/16/2013
02/16/2012	12-002 LEC110450	Arrowhead Consolidated Holdings LLC	7498 Southern Country Ln Not in Compliance	\$19,385.00	09/19/2013
04/19/2012	12-034 LEC110792	Danny Ray & Joyce M. Hutto	1832 T and T Road In Compliance	\$83,500.00	09/19/2013
06/21/2012	12-028 LEC110891	Loretta Williams	4859 Anhinga Lane Not in Compliance	\$15,080.00	08/15/2013
06/21/2012	12-029 LEC110892	Gabe Smith, Jr. Life Estate	4868 Anhinga Lane Not in Compliance	\$15,080.00	08/15/2013
08/16/2012	12-053 LEC120137	Osceola K. Powell, III Estate & Marilyn J. Powell Estate	24264 Lanier Street Not in Compliance	\$12,630.00	09/19/2013
			Grand Total	\$629,275.00	

NOTE: Fine amount reflects the amount accrued at the end of FY 12/13.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report on the January 13, 2014 Department of Development Support and Environmental Management's "Lunch and Learn" Meeting

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Department of Development Support and Environmental Management
Lead Staff/ Project Team:	Ed Jarriel, Jr., Director, Building Plans Review and Inspections Division

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the Department of Development Support and Environmental Management's "Lunch and Learn" Meeting on January 13, 2014.

Report and Discussion

Background:

Over the past several years, various changes have occurred with regard to the County's regulatory framework for development approval processes. Staff has implemented various administrative and procedural changes including, but not limited to, the electronic application submittal process for site and development plans, and the provision for remote recording for various development-related documents in the Official Records of the County.

The implementation of the electronic review of applications for the site and development plan review process has been shown to significantly reduce the review times associated with these submittals, as well as reduce the impact on natural resources. Therefore, expansion of the electronic review process to include building plans review and inspections was initiated by staff to further enhance customer service within the Department.

The increased expansion of the electronic review processes is essential to the following FY2012-2016 Strategic Initiative that the Board approved at its January 21, 2014 meeting:

- Implement strategies to further utilize electronic processes that gain efficiencies or enhance services, including: Develop process by which the public may electronically file legal documents related to development review and permitting (2012).

This particular Strategic Initiative aligns with the Board's Strategic Priority - Governance:

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value (G2).

Analysis:

In order to provide an overview and update regarding the proposed expansion of the electronic review process for single-family building permits, Development Support and Environmental Management (DSEM) staff recently held a "Lunch and Learn" meeting on January 13, 2014 from 12:00 - 2:30 p.m. at the Renaissance Center. The meeting agenda outlined the proposed expansion of the electronic review process to include building plans review submittals for new single-family dwellings (Attachment #1). Attendees included representatives from the Tallahassee Builders Association (TBA), the Tallahassee Remodelers Council, and the local Chapter of the Board of Professional Engineers (Attachment #2). The attendees were receptive to the proposal to expand electronic submittal of single-family building permits, as well as to the proposed implementation date of January 14, 2014.

Options:

1. Accept the status report on the Department of Development Support and Environmental Management's "Lunch and Learn" Meeting on January 13, 2014.
2. Do not accept the status report on the Department of Development Support and Environmental Management's "Lunch and Learn" Meeting on January 13, 2014.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. DSEM Lunch and Learn Meeting Agenda
2. DSEM Lunch and Learn Meeting Attendance Roster

Leon County Development Support and Environmental Management

Lunch and Learn Agenda

Monday, January 13, 2014

12:00 noon – 2:30pm

- ❖ 12:00 – 12:30 Lunch
- ❖ 12:30 – 12:45 Introductions
Ed Jarriel, Building Plans Review and Inspection Director
- ❖ 12:45 – 2:00 Power Point Presentation and Live Demonstration of Electronic Review Process
Gwan Garrison, MIS Special Projects Coordinator
- ❖ 2:00 – 2:30 Questions and Answers
Development Support and Environmental Management Staff



**Leon County
Development Support & Environmental Management Department**

**Lunch & Learn Meeting
January 13, 2014
Attendance Roster**

Name	Department or Address	Email	Phone
Shane Lambert	Shane Y. Lambert Construction, Inc. P.O. Box 180437 Tallahassee, FL 32318	buildall@comcast.net	545-0951
Larry Wayne Strickland	Capital City Builders, Inc. P.O. Box 12784 Tallahassee, FL 32317	LS@capitalcitybuilders.net	599-5902
Jerry McFarland	James McFarland Builder, Inc. 3479 Still Creek Rd. Tallahassee, FL 32309	Jerry@nettally.com	933-2645
Susan Carey	Seven Gables Construction and Design Co. 5875 Bradfordville Rd. Tallahassee, FL 32309	7gables@talstar.com	893-9025
Tom Asbury, Jr.	Premier Construction, Inc. 4708 Capital Circle NW Tallahassee, FL 32303	tasburyjr@homesbypremier.com	567-1540
Shaun Dieler	Premier Construction, Inc. 4708 Capital Circle NW Tallahassee, FL 32303	sdeiler@homesbypremier.com	585-8452
Mark Trudeau	Trudeau Fine Homes P.O. Box 13525 Tallahassee, FL 32310	info@trudeaufinehomes.com	894-8914
Doug Barkley	Barkley Consulting Engineers, Inc. 3494 Martin Hurst Rd. Tallahassee, FL 32312	jo.wal@bcei.com	297-0440
Paul Thompson	Tallahassee Builders Association 201 East Park Avenue Tallahassee, FL 32301	paul.thompson@tallyba.com	385-1414
Alan Weekley	Alan Weekley Homes, LLC, 2428 Monaco Dr., Tallahassee, FL 32308	awhomes.net	264-3540
Mark Worley	Worley Construction, Inc. 10080 Buck Point Rd. Tallahassee, FL 32312	Mark@worleyconstructioninc.com	668-3438
Richard Sneed	Richard Sneed Construction, Inc. P.O. Box 15767 Tallahassee, FL. 32317-5767	rws2472@gmail.com	545-5403
Sonny Phillips	H.R. Phillips, Inc. 4350 Maylor Rd. Tallahassee, Fl. 32308	hrphillipsbuilder@gmail.com	877-5674

Name	Department or Address	Email	Phone
Staff in Attendance			
Name/Title		Department	
Ed Jarriel, Director of Bldg. Plans Review & Inspection	Development Support & Environmental Management		
Gwan Garrison, MIS, Special Projects Coordinator	Management Information Services		
George Phillips, Building Plans Review Coordinator	Development Support & Environmental Management		

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Leon County Citizens Advisory Water Resources Committee 2013 Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Wayne Tedder, Director of PLACE (Planning, Land Management & Community Enhancement)
Lead Staff/ Project Team:	Stephen Hodges, Senior Planner

Fiscal Impact:

This item has no fiscal impact to the County, or

Staff Recommendation:

Option #1: Accept the Leon County County-wide Citizens Water Resources Committee 2013 Annual Report (Attachment #1).

Report and Discussion

Background:

The by-laws of the Leon County County-wide Citizens Water Resources Committee (WRC) require the Chair or his/her designee to provide an annual report of the actions of the committee to the Board.

Analysis:

The WRC was established by the Board in 1995. The Committee was charged with the following:

“...to consider the values provided to the public by the various lakes and related water resources of Leon County, including groundwater, and to recommend to the Board policies, regulations, management activities and long-term funding strategies that protect or enhance these values. In assessing these values, the WRC proposes to consider the various impacts to these resources from accelerated runoff, including flooding and surface and groundwater degradation. Last, to better accomplish these tasks the WRC also proposes to consider an ecosystems approach wherever applicable.”

As part of its charter, the WRC continues to review policies and regulations addressing surface and groundwater management and other related issues. The WRC's recommendations to the Board have been recognized and incorporated into many Board discussions. The WRC Annual Report summarizes the WRC's activities and actions for the Board's consideration.

Options:

1. Accept the Leon County County-wide Citizens Water Resources Committee 2013 Annual Report (Attachment #1).
2. Do not accept the Leon County County-wide Citizens Water Resources Committee 2013 Annual Report.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Leon County County-wide Citizens Water Resources Committee 2013 Annual Report

LEON COUNTY COUNTYWIDE CITIZENS
ADVISORY WATER RESOURCES COMMITTEE

2013 Annual Report

The By-Laws of the Leon County Water Resources Citizens Committee state that “It shall be the duty of the Water Resources Committee to consider the values provided to the public by the various lakes and related water resources of Leon County, including groundwater, and to recommend to the Board of County Commissioners policies, regulations, management activities and long-term funding strategies that protect or enhance these values. In assessing these values, the Committee also proposes to consider the various impacts to these resources from accelerated runoff, including flooding and surface and groundwater degradation. Last, to better accomplish these tasks the Committee proposes to consider an ecosystems approach wherever applicable.”

Significant actions and other activities taken by the Committee in 2013 are listed below by meeting dates.

Date Action

1/07: The Water Resources Committee (WRC) reviewed proposed Cycle 2013-1 Comprehensive Plan map amendments PCM130104 (Timberlane Road near Market District) and PCM130105 (Woodville Rural Community Expansion), and text amendment PCT130109 (Steep Grade Policy inside Urban Service Area).

The Committee heard a presentation from Planning staff on the Board of County Commissioners Workshop on the Septic System Management Options Report by Lombardo Associates, Inc. scheduled for January 29, 2013, and an update on the State of Florida’s Basin Management Action Plan process. The Committee also reviewed a letter from Commissioner Bill Proctor recommending consideration of expanding the role of the Committee to address septic tank and other groundwater planning and regulation activities. No actions were taken by the Committee on this subject.

2/04: Planning staff presented a summary of the Board Workshop on January 29, 2013 on Wakulla Springs issues. The Committee established a set of goals for 2013, and reviewed their comments and recommendations on selected Cycle 2013-1 proposed Comprehensive Plan Amendments.

2/21: This was a meeting of the Upper Wakulla River Basin Management Action Plan Technical Meeting. There were no discussions, motions, or actions taken by any Committee member at this meeting.

3/04: Staff from the County Attorney’s Office discussed the Upper Wakulla River and Wakulla Springs Basin Management Action Plan process. This discussion included the schedule of meetings and topics, and a review of a workshop on septic tank management issues and proposed sewer projects the Board of County Commissioners had on January 29, 2013. A

series of questions and related discussion ensued. No actions were taken by the Committee on this subject.

Staff from the County Attorney's Office also made a presentation on the State of Florida's "Sunshine Law" rules, requirements, and penalties for violations to the Committee. This presentation was part of a refresher course for all citizen committees responsible to the Board.

- 3/26: This was a meeting of Sustainable Tallahassee entitled "Understanding Our Local Water World." There were no discussions, motions, or actions taken by any Committee member at this meeting.
- 3/28: Mr. Robert Scanlon and Ms. Pamela Hall addressed the Sales Tax Committee at their regular meeting on March 28, 2013 in support of Project #43, creating a regional management entity for wastewater.
- 4/01: Michael Hill, Florida Fish and Wildlife Conservation Commission, make a presentation on the current status of area lakes the State of Florida is responsible for or otherwise participates in managing. No actions were taken by the Committee.
- 5/06: Ashley Monroe, representing the Florida Department of Environmental Protection (FDEP), made a presentation on the Lake Jackson Aquatic Preserve Management Plan, which is currently under revision by FDEP. Paul Thorpe of the Northwest Florida Water Management District (NFWMD) made a presentation on the status of the Lake Jackson Surface Water Management Improvement (SWIM) Plan and the Ochlockonee River and Bay SWIM Plan.
- 6/03: Sean McGlynn, representing the Killearn Homeowners Association (KHA), presented the Killearn Lakes Management Plan. Catherine Bray made a presentation on the same Plan, and there was considerable discussion following. No actions were taken by the Committee on this matter.
- 7/01: No regular meeting was held in July.
- 8/05: No regular meeting was held in August.
- 8/15: This was a meeting of the Upper Wakulla River Basin Management Action Plan Technical Meeting. There were no discussions, motions, or actions taken by any Committee member at this meeting.
- 9/09: John Kraynak presented a Powerpoint slide set on the effects of stormwater facilities on Lake Jackson that was presented to the Board of County Commissioners on June 18, 2013. No actions were taken by the Committee on this matter.
- 10/07: Penny Isom of the Florida Department of Environmental Protection provided an update to the Committee on the status of the Lake Jackson Aquatic Preserve Management Plan update.

Planning staff presented a brief update on the Comprehensive Plan Amendment Cycle 2014-1. Staff committed to bring back summaries of the proposed amendments in this Cycle to the Committee in November to select those amendments the Committee would like additional information on.

Staff updated the Committee on the status of the DISC Village (Woodville Properties) PCM130105 proposed amendment and related Planned Unit Development (PUD). Staff was asked by the Committee to arrange to have Planning staff available to answer questions on the PUD at the Committee's November meeting.

- 11/04: Planning staff presented brief summaries of the proposed amendments in the Comprehensive Plan Amendment Cycle 2014-1. The Committee asked staff to be available at their regular meeting in December to answer any questions about Amendment PCM140108 (NE County Park).

Planning staff updated the Committee on the status of the DISC Village (Woodville Properties) PCM130105 proposed amendment and related Planned Unit Development (PUD). Following a discussion, the Committee voted to send a letter of support with additional comments to the Board of County Commissioners.

John Kraynak of the County's Development Support and Environmental Services department presented a draft copy of the proposed Low Impact Development ordinance to the Committee for consideration. The Committee discussed the proposed ordinance, and provided comments concerning this proposed ordinance to John for consideration. No other actions were taken by the Committee on this matter..

- 12/02: Planning staff presented summaries of the following proposed amendments in the Comprehensive Plan Amendment Cycle 2014-1: Amendment PCM140108 (NE County Park), PCM141009 (Lake Overstreet Addition), and PCT140112 (Remove Half-acre Restriction in LP). No other actions were taken by the Committee on these items.

Planning staff passed out copies of the County's revised proposed Low Impact Development ordinance prepared by the Leon County Department of Development Support and Environmental Services (DSEM) to the Committee for consideration. The Committee voted to send a letter of support to DSEM.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Resolution Expressing Support and Urging the Florida House of Representatives, the Florida Senate, and Governor Scott, to Fully Support Medicaid Expansion

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director, Office of Economic Development and Business Partnerships
Lead Staff/ Project Team:	Cristina L. Paredes, Intergovernmental Affairs & Special Projects Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option # 1: Adopt the proposed Resolution expressing support and urging the Florida House of Representatives, the Florida Senate, and Governor Scott, to fully support Medicaid expansion (Attachment #1).

Report and Discussion

Background:

During the February 11, 2014 meeting, the Board directed staff to prepare a Resolution urging the Florida House of Representatives, the Florida Senate, and Governor Scott, to fully support Medicaid expansion.

Analysis:

The 111th United States Congress passed the Patient Protection and Affordable Care Act of 2010, and on March 23, 2010, President Obama signed the bill into law. One of the major components of the Affordable Care Act required states to expand Medicaid to a minimum national eligibility threshold of 138 percent of the federal poverty level. This provision took effect January 1, 2014. This Affordable Care Act was reviewed by the United States Supreme Court and concluded the provision requiring states to expand Medicaid was unconstitutional, effectively allowing states to decide whether to expand Medicaid. The 2013 Florida Legislature voted not to expand Medicaid.

The Medicaid program is a government insurance program for persons of all ages whose income and resources are insufficient to pay for healthcare. The American Community Survey of the United States Census Bureau estimates that 3.8 million Floridians have no health insurance, and more than 1.9 million adults in Florida have incomes at or below 138 percent of the federal poverty line. Under the Affordable Care Act, the federal government initially funds Medicaid expansion at 100 percent for the first three years then the state gradually would be required to pay a share of the costs of Medicaid expansion starting in the fourth year. The state share would start at five percent in calendar year 2017 with a peak state contribution of 10 percent in calendar year 2020. It is estimated that if the Florida Legislature decided to expand Medicaid, Florida could receive as much as \$50 billion in federal funding to provide health coverage to Florida residents pursuant to the Affordable Care Act.

Options:

1. Adopt the proposed Resolution expressing support and urging the Florida House of Representatives, the Florida Senate, and Governor Scott, to fully support Medicaid expansion.
2. Do not adopt the proposed Resolution expressing support and urging the Florida House of Representatives, the Florida Senate, and Governor Scott, to fully support Medicaid expansion.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Resolution

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, EXPRESSING SUPPORT AND URGING THE FLORIDA HOUSE OF REPRESENTATIVES, THE FLORIDA SENATE, AND GOVERNOR SCOTT, TO FULLY SUPPORT MEDICAID EXPANSION

WHEREAS, the Leon County Board of County Commissioners is dedicated to protecting and improving the quality of healthcare for their citizens; and

WHEREAS, according to the most recent data from the American Community Survey of the United States Census Bureau, an estimated 3.8 million Floridians under the age of 65 have no health insurance; and

WHEREAS, more than 1.9 million adults in Florida have incomes at or below 138 percent of the federal poverty line; and

WHEREAS, the 111th United States Congress passed the Patient Protection and Affordable Care Act of 2010 (“Affordable Care Act”), and on March 23, 2010, the President of the United States signed the bill into law; and

WHEREAS, one of the key provisions of the Affordable Care Act required states to expand Medicaid to a minimum national eligibility threshold of 138 percent of the federal poverty level effective January 1, 2014, however this provision was not upheld by the United States Supreme Court, giving the decision to the States whether or not to expand Medicaid; and

WHEREAS, under the Affordable Care Act, the federal government would fund Medicaid expansion at 100 percent for three years; and

WHEREAS, the State would gradually be required to pay a share of the costs of Medicaid expansion starting in the fourth year, starting at five percent in calendar year 2017 with a peak state contribution of 10 percent in calendar year 2020; and

WHEREAS, the beneficiaries of Medicaid expansion will include many of the most disadvantaged Floridians and their families in our community and state who are living at or below the poverty line; and

WHEREAS, in the 2013 session, the Florida Legislature did not approve Medicaid expansion; and

WHEREAS, estimates indicate that if the Florida Legislature decides to expand Medicaid, Florida could receive as much as \$50 billion in federal funding to provide health coverage for approximately one million Florida residents over the next decade pursuant to the Affordable Care Act; and

WHEREAS, the failure to enact Medicaid expansion will be detrimental to the health of those Floridians who need it most; and

WHEREAS, Medicaid expenses are the responsibility of the federal and state governments, Leon County will oppose increasing the burden on the counties to expand this program in the future.

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

1. Leon County urges the Florida Senate, the Florida House of Representatives, and Governor Scott to expand Medicaid during the 2014 Legislative Session.
2. This resolution shall take effect immediately upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 25th day of February 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Animal Services Center Interlocal Agreement with City of Tallahassee with an Effective Date of October 13, 2013

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, Office of Management and Budget Andy Seltz, Director, Animal Control

Fiscal Impact:

This item has a fiscal impact. It is estimated that, based on the cost allocation method which recognizes the ratio of animals brought to the Animal Shelter by the County and City, an increased annual cost to the County of approximately \$20,000-\$30,000 would be contemplated in the FY2015 Budget. Additionally, funding for capital projects at the Animal Service Center (ASC) will be considered during the upcoming budget process, with costs shared equally by the County and the City.

Staff Recommendation:

Option #1: Approve the recommended Animal Services Center Interlocal Agreement with the City of Tallahassee, with an effective date of October 13, 2013.

Option #2: Authorize staff to bring back revisions to the Leon County Code of Laws to implement the terms of the Tallahassee-Leon County Animal Service Center Agreement.

Report and Discussion

Background:

A new Animal Services Center (ACSO) was opened at Tom Brown Park in September 2006 and has been operated and managed by the City of Tallahassee. The ASC is an open admission shelter that serves all of Leon County and provides animal control for the residents of the City of Tallahassee. As an open admission shelter, no animal brought to the ASC is turned away, resulting in approximately 7,400 animal intakes annually.

Leon County Animal Control and the Tallahassee-Leon Community Animal Service Center have a good working relationship with regard to county animals being housed at the shelter and other joint activities. The agencies work together on animal welfare education and promotional events, and collaborate on joint rabies vaccination clinics, adoption promotions, ordinance review, field operation, wildlife issues, rabies control, and spay and neuter vouchers. In addition, the two entities try to retain similar ordinances.

In January 2003, Leon County entered into an Interlocal Agreement with the City of Tallahassee for animal sheltering services. The County pays the City an annual fee to receive, care, and dispose of animals impounded by the County. This fee is based on a percentage of the Animal Service Center's shelter operational cost and is derived from the number of County animals brought to the Center by Leon County field officers or citizens. At the end of each fiscal year, an audit is performed to determine the actual cost and a "true-up" between agencies is performed.

The Interlocal Agreement expired in 2008, and the Board approved a two-year extension on January 15, 2008. Pursuant to the Board's direction, an extension letter was sent to the City Manager, but it was never executed, due to the City's desire to continue discussions regarding consolidation efforts. Since the expiration of the Interlocal Agreement in 2008, both entities have been operating under the terms of the original Interlocal Agreement, although no formal, current Agreement exists.

Analysis:

Staff has been working on a revised interlocal agreement for the last few months with the City of Tallahassee. The effective date of the new Interlocal Agreement is retroactive to October 1, 2013 and expires September 30, 2018. The Agreement provides for four additional five-year automatic extensions. Both City and County staff have the ability to recommend modifications to the terms of the Agreement prior to each renewal. Additionally, either party can provide written notice of the intent not to extend the Agreement at least 270 days prior to the expiration of the Agreement.

Some of the key highlights of this agreement are as follows:

- Simplifies the cost sharing methodology for operating budget expenditures for the next five years by establishing a 55% (City) / 45% (County) allocation split. The previous methodology required an annual true-up of actual animals brought, which caused difficulty in determining annual budget allocations for both the City and the County. The methodology is based upon the ratio of county animals boarded at the ASC annually to the total number of animals boarded at the center annually; the percentage is based on the prior 10 years of activity. The cost allocation methodology will be reviewed upon renewal of the Interlocal Agreement every five years.

- All proposed service level increases and capital projects require the County Administrator and City Manager to mutually agree on the proposed changes prior to recommendations being made to their respective governing bodies.
- Capital costs related to improvement and maintenance of infrastructure at the ASC will be split equally between the City and County. The ASC will develop a five-year capital improvement plan outlining needed improvements over a five-year time frame. In addition, emergency and unanticipated infrastructure repairs will be split 50%/50% and Animal Services Center staff will notify each entity of these needs.
- Similar to agreements related to Fire Services and Planning Department operations and budgets, this Agreement provides for a mechanism for the County to be consulted on increased services levels at the ASC so that these can be incorporated, as necessary, in the County's annual budget process. Increases of 4% or below from prior year current service level will not require concurrence from the County.
- The Agreement provides for a true-up mechanism at year-end for actual expenditures at the ASC. Any year-end operating expenditures in excess of 5% of the approved budget will require consent of the County.
- The Interlocal Agreement calls for standard operating procedures to be established for all operations of the ASC, and these procedures will govern shelter use by both the City and the County.

The proposed Agreement provides for a better allocation of operating and capital costs between the City and County, and provides for improvements on how the ASC is managed and governed through the implementation of standard operating procedures. These proposed procedures will require updating Leon County Code of Laws as it pertains to animal control. These changes are detailed in the following section.

Proposed Code Changes

Under the proposed Agreement, the City will establish Standard Operating Procedures (SOPs) to govern the day-to-day operation of the ACS. The SOPs will be created within six months of the execution of the Agreement and will establish fees, hold times, general procedures, and required documentation for activities at the ASC. The County will have an opportunity to review and approve the initial SOPs and any future amendments. The adoption of SOPs will allow for more effective coordination between City and County animal control staff and create predictability for citizens and community partners. County staff has identified two provisions in the County ordinance that are inconsistent with the SOPs outlined in the Agreement. Staff is recommending amendments to those ordinance provisions.

Section 4-63 of the Leon County Code of Laws requires that all stray animals be held for a minimum of six calendar days, unless claimed by an owner. The proposed Agreement would establish hold times in the SOPs that would apply to all animals in the ACS. The County's current code language differs from the hold times applied to animals found within the City limits and do not take into consideration the option of fostering strays prior to the end of the six-day hold period.

Currently, Section 4-65 of the Leon County Code of Laws provides that impoundment and boarding fees assessed for animals held at the ASC shall be established by the Board of County Commissioners by resolution. On May 8, 2007, the Board adopted Resolution 07-14, establishing a fee schedule for impoundment, boarding, and quarantine at the ACS. Since the proposed Agreement provides that the adoption of fees be established in the SOPs, the ordinance and resolution would need to be amended or repealed accordingly.

Staff will continue to explore other areas that could result in increased efficiencies at the ASC, including streamlining ordinances and the improvement of dispatch functions. All future recommendations will be brought to the Board for consideration.

The proposed Interlocal Agreement was approved by the City of Tallahassee at their regularly scheduled Commission meeting on February 12, 2014.

Options:

1. Approve the Animal Services Center Interlocal Agreement with the City of Tallahassee, with an effective date of October 13, 2013.
2. Authorize staff to bring back revisions to the Leon County Code of Laws to implement the terms of the Tallahassee-Leon County Animal Service Center Agreement.
3. Do not approve the Animal Service Center Interlocal Agreement.
4. Board direction

Recommendation:

Options #1 and #2.

Attachment:

1. Proposed Animal Service Center Interlocal Agreement

TALLAHASSEE-LEON COUNTY ANIMAL SERVICE CENTER AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as “City” and LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “County.”

WHEREAS, the City owns and operates the Tallahassee-Leon County Animal Service Center, hereinafter referred to as “Center”; and

WHEREAS, the Center provides boarding, medical, and adoption services for lost or abandoned animals and provides impoundment services for dangerous or aggressive animals; and

WHEREAS, the County desires to utilize the services provided by the City at the Center for lost, abandoned, dangerous or aggressive, quarantined, or seized animals picked-up by the County;

WHEREAS, the County recognizes that the Center is a community facility providing for the public health and safety of all citizens in Leon County;

NOW, THEREFORE, in consideration of the following mutual covenants and promises and other valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.0 Term. The term of the Agreement shall commence on October 1, 2013 and shall end on September 30, 2018. After the initial term, this Agreement shall be automatically extended for up to four (4) additional five (5) year term(s) upon the same terms and conditions set forth herein and inclusive of properly executed amendments hereto, unless a written notice of intent not to extend is provided by either party at least 270 days prior to the expiration of a term.

2.0 Scope of Services. City shall provide the following services:

2.1 City shall shelter, handle, care for, and dispose of all animals in accordance with professionally recognized standards of humane treatment and provide staffing for all kennel services, administrative services, volunteer coordination, adoption or owner notification services, and humane education.

2.2 City agrees to receive and impound all small, domesticated animals brought to the Center by the County, except for livestock as defined in Section 4-2, City of Tallahassee Code. The City shall make the Center available for receiving animals impounded by the County on a 24-hour per day, 7-day a week basis. The City shall require that sufficient

personnel be on duty and equipment be on hand for the purpose of receiving animal during normal business hours and shall provide the County access to the Center after normal business hours.

2.3 City shall keep healthy stray and confiscated impounded animals for a time period to be established in the Center's Standard Operating Procedures (SOPs), to be established pursuant to Section 2.8 of this Agreement. During that time, the City will make a reasonable attempt to notify the owners, if known, of the impounded animals. After the holding time expires, or immediately in the case of an owner surrendered animal, the City may release the animal to foster care services, transfer the animal to another organization, place the animal for adoption, or euthanize the animal. The City will provide for the disposal of all euthanized animals. Quarantined animals shall be maintained as required by Sec. 767.13, Florida Statutes, as same may be amended from time to time; animals seized pursuant to Sec. 828, Florida Statutes, shall be impounded pursuant to the terms of that statute, as same may be amended from time to time.

2.4 City shall arrange medical treatment or euthanasia for all impounded animals. Animals that are ill or injured may be euthanized in accordance with Sec. 828.05, Florida Statutes and the Center's SOPs. If a County animal control unit is available, the County will provide reasonable assistance in transporting impounded animals for veterinarian services.

2.5 City will provide quarantine facilities for animals known as or suspected to be rabies carriers and for bite cases. Quarantine shall be provided in accordance with Section 767.13, Florida Statutes and F.A.C. 64- D. If a Florida licensed veterinarian determines that an animal currently in rabies quarantine must be euthanized before the expiration of the required quarantine period, or if said animal dies before the expiration of quarantine period, the remains of the animal will be held for the County to initiate rabies testing. In the case of euthanasia, the veterinarian must document the reason for the euthanasia and the City will provide such documentation to the County. The City will dispose of the animal remains.

2.6 City may place animals released from quarantine and not claimed by their owners up for foster care, adoption, transfer them to another organizations, or euthanize the animal in accordance with Section 2.3 of this Agreement. Animals involved in unprovoked biting, attacking or endangering of people or domestic animals shall not be released for foster care or adoption.

2.7 All fees and revenues received by the Center shall be deposited in discrete revenue accounts and used to determine year-end verification of revenues and expenditures in accordance with Section 4.4 of this Agreement.

2.8 Within 6 months of the execution this Agreement by both parties, the City shall establish written Standard Operating Procedures (SOPs) to govern Center operations. The SOPs will include provisions to establish fees, hold times, and required documentation. The City will provide draft SOPs to the County for approval, which shall not be unreasonably withheld. Any changes to the SOPs will be provided in writing to the County within five (5) business days of the effective date of the change. The SOPs will govern shelter use by both City and County. The City shall provide any training necessary to support the SOPs.

3.0 County Responsibilities. County shall provide the following services:

3.1 County will maintain a rabies control program, as mandated by Chapter 64D-3, Florida Administrative Code, and Chapter 4, Code of Laws of Leon County, within the corporate and unincorporated areas of the county.

3.2 County shall maintain responsibility for the supervision of County Animal Control Officers within the unincorporated area and within the City limits when investigating bite reports for rabies control purposes. However, all County Animal Control Officers will adhere to Center SOPs adopted pursuant to Section 2.8 of this Agreement when leaving an animal at the Center. Animal Control Officers will not be expected to provide care services other than watering and feeding animals that they bring to the shelter. The County will provide complete and accurate impoundment data to the animal shelter.

4.0 Fees for Services. The City and County agree to share in the costs for kennel services, administrative services, adoption services, volunteer coordination, owner notification services, facilities management, and humane education services to be provided at the Center.

4.1 The costs will be shared on a 45% (County) / 55% (City) basis for the term of this contract. The cost share allocation will be reviewed at the expiration of each five-year term to determine whether the allocation should be changed, based upon an average of the proportionate costs over the five-year term.

4.2 By May 15 of each year, the City will provide the County with a proposed operating budget for the next fiscal year. The proposed operating budget shall identify changes to current service levels. The County will be given an opportunity to review service level changes and to provide input on these changes as part of the annual budget process. As part of the annual budget process, the City Manager and County Administrator, or their designees, shall mutually agree on proposed service level changes to be submitted for funding to their respective governing bodies. Funding increases not exceeding 4% of the previous year's approved budget shall be considered current service level and shall not require County concurrence to be funded. The County will not unreasonably withhold approval of the proposed operating budget.

4.3 The County's proportionate cost share shall be paid quarterly during each fiscal year based on the agreed upon costs for kennel services, administrative services, adoption services, volunteer coordination, owner notification services and humane education provided at the Center. The County shall remit payment within ten (10) days following the first day of each quarter of the fiscal year. The amount of the County's payment will be limited to the amount of the adopted operating budget plus capital costs, pursuant to this Agreement. Payment for expenditures totaling in excess of 5% of the approved budget amount shall be contingent upon County consent to such expenditures.

4.4 At the end of each fiscal year, there shall be verification of actual costs. The actual cost shall be adjusted for revenues received by the Center, excluding fees paid by the County under this Agreement. Any County over or under payment shall be carried over as an increase or decrease in the payment for the following fiscal year. Such true-up will be made no later than December 1 following the close of the fiscal year and will adjust the payment due on January 1.

4.5 The payment for Fiscal Year 2014 shall be retroactive to October 1, 2013 and County shall receive credit for any payments made from that date until the signing of the Agreement.

4.6 The City agrees to maintain a five-year capital improvement plan and the County agrees to share in the cost of proposed capital improvements as well as any emergency capital repairs to the Center on an equal basis. By May 15 of each year, as part of the annual budget, the City shall provide a proposed five-year capital improvement plan to the County. The City Manager and County Administrator, or their designees, shall mutually agree on the proposed five-year capital improvement plan to be submitted for funding to their respective governing bodies. Emergency repairs to the facility shall be accomplished in accord with industry standards.

5.0 Miscellaneous Provisions:

5.1 Cancellations. This Agreement may be canceled by either party with or without cause by 270 days prior written notice to the other party. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and credits incurred or accrued through and including the last effective day of the term of this Agreement. However, should the impoundment of an animal extend beyond the Agreement period, the County shall be responsible for all boarding fees at the rate charged to the general public, medical fees, and disposal fees in the event the animal is euthanized.

5.2 Records. County may review financial accounts and records maintained by the City in connection with the services provided herein. The County will provide authorization for

the City to access the County's animal control records maintained on Petpoint, or successor software.

5.3 Animal Shelter Management Information System. County shall be allowed remote access to the Center's automated information system. County shall be responsible for procuring terminals and related equipment, except that the City shall allow the County access to one computer terminal at the Center.

5.4 Subject to Appropriation. The performance by each party of its obligations under this Agreement shall be subject to and contingent upon the appropriations of available funds or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. In the event the County ceases to pay its financial obligations as required in this Agreement, the City will discontinue all services as detailed herein.

5.5 Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

5.6 Indemnification. To the extent allowed by the Laws of Florida, each party hereby agrees to indemnify, defend, save, and hold harmless the other party 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, by its agents, or employees. It is specifically understood and agreed by each party that this indemnification clause does not cover or indemnify a party as a result of its own negligence. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.

5.7 Amendment. Any amendments to this Agreement shall be in writing, executed by both parties.

6.0 Conflict Resolution Procedure

6.1 The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

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

they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

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

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

a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

b. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first written above.

LEON COUNTY, FLORIDA	CITY OF TALLAHASSEE
By: _____ Vincent S. Long County Administrator	By: _____ Anita Favors Thompson City Manager
ATTEST: Bob Inzer, Clerk of the Court Leon County, Florida By: _____	By: _____ James O. Cooke, IV City Treasurer-Clerk
Approved as to Form: Leon County Attorney's Office By: _____ Herbert W.A. Thiele, Esq. County Attorney	By: _____ Lewis Shelley City Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of 2014 Operation Thank You – In Honor of World War II Veterans and Remembrance of D-Day

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director of Human Services and Community Partnerships
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator Ben Bradwell, Veteran Services Officer

Fiscal Impact:

This item has been budgeted and adequate funding is available. Funding for the 2014 Operation Thank You event was appropriated in the FY 13/14 budget in the amount of \$15,000.

Staff Recommendations:

- Option #1: Approve the proposed 2014 Operation Thank You – In Honor of World War II Veterans and Remembrance of D-Day, and schedule for Friday, June 6, 2014.
- Option #2: Direct staff to prepare a proclamation honoring the service of local World War II Veterans to be presented at the 2014 Operation Thank You event.

Report and Discussion

Background:

At the February 14, 2012 meeting, as requested by Commissioner John Dailey, the Board directed staff to develop a proposal to hold an event in downtown Tallahassee honoring returning veterans of the Iraq and Afghanistan military campaigns, as well as those currently serving in the armed forces.

On March 13, 2012, aligned with its Strategic Initiative, the Board approved the Operation Thank You Downtown Block Party for May 18, 2012 to honor the service of post-September 11 local armed forces members and veterans. In preparation for the event, the County Administrator formed the Operation Thank You Planning Team, comprised of County employees, to plan, coordinate, and execute the logistics for the occasion.

The 2012 Operation Thank You event was held on Adams Street between Park Avenue and Jefferson Street, and on College Avenue between Duval Street and Monroe Street, attracting more than 400 people. Approximately 40 vendors participated in the event, including military and veteran organizations, that provided information to the community about the programs and services available to military and veterans in Leon County.

On January 29, 2013, the Board adopted the following as part of its FY13 Strategic Initiative:

“Hold Operation Thank You!” celebration annually for veterans and service members.”

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

“Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners.”

On March 12, 2013, the Board approved the 2013 Operation Thank You – Welcome Home Vietnam Veterans event in recognition of the 40th anniversary of the order to withdraw U.S. troops from Vietnam. The event took place at the Vietnam Veterans Memorial located on the corner of South Monroe Street and Apalachee Parkway honoring the service and sacrifice of local Vietnam veterans. The event, which was attended by more than 400 members of the community, included an intimate ceremony honoring more than 150 Vietnam Veterans in attendance followed with breakfast served by County Commissioners, the Operation Thank You Team, and Volunteer LEON volunteers.

Analysis:

Leon County has a long tradition of supporting its local veteran community through an array of programs and services including the Leon County Active Duty Program, which was established to help offset financial obligations for their Service Members that were called to active duty to serve their Country. The Board has held an unwavering commitment to support members of the community that have dedicated their lives in order to protect the basic tenets of freedom. Through the Leon County Veteran Services Division, veteran members of the U.S. armed services regularly receive counsel and assistance in processing benefit claims, and obtaining other benefits offered by Leon County, the State of Florida, the United States Department of Veterans Affairs, and other federal government agencies.

During the fragile economic recovery, the Board has established additional programs and services tailored to meet the needs of active members and veterans of the U.S. military. To address the influx of troops returning home following the end of U.S. involvement in Iraq the Board established the Direct Emergency Assistance Program for Veterans in October 2012 and partnered with Workforce *Plus* to open the Leon County Veterans Resource Center, a service devoted to connecting veterans with employment opportunities, education benefits, counseling, and onsite training.

In October 2012, the Board also provided financial assistance to the inaugural Honor Flight Tallahassee in the amount of \$15,000 making the County a leading partner. In May 2013, Honor Flight transported 79 World War II veterans and support personnel to Washington D.C. to visit memorials dedicated to honor their services and sacrifices. The trip was provided to the veterans at no cost. In addition to the financial contribution, the County provided staff support for emergency medical services during the trip. In July 2013, the Board approved an additional \$15,000 for the second Honor Flight that is scheduled for April 26, 2014. Approximately 75 World War II veterans are expected to participate in this year's flight. The following provides information on the proposed 2014 Operation Thank You that would honor local World War II veterans.

Operation Thank You 2014 – In Honor of World War II Veterans and Remembrance of D-Day

This year, June 6, 2014 will mark the 70th anniversary of Allied troops landing on the beaches of Normandy, France also known as D-Day. According to the National World War II Memorial, 16 million Americans served in the U.S. armed forces during the Second World War. The U.S. Census reflects that approximately 1,071 World War II veterans reside in Leon County. Operation Thank You 2014 event would invite the community to recognize local veterans that served during World War II, and remember D-Day, a remembrance that will occur throughout the nation.

In a recent meeting with County staff, the local veteran organizations expressed considerable support to the proposed event and committed to providing assistance in promoting Operation Thank You to World War II Veterans and the community. Additionally, staff would work with the Florida State University Institute on World War II and the Human Experience and the Camp Gordon Johnston World War II Museum (located in Carrabelle, FL and the site where U.S. amphibious soldiers trained in preparation for D-Day) to provide items and materials that reflect the people, places, and soldiers of the World War II period for the event. Staff would also coordinate with senior assisted living facilities, such as Westminster Oaks, to promote Operation Thank You and transport veterans to the event.

Operation Thank You 2014 would consist of a morning ceremony at the World War II Memorial that is located on the front lawn of the County Courthouse. The program for the event would commence at 9 a.m. with a 30-minute ceremony that would include the presentation of colors, performance of the National Anthem, a moment of reflection for those soldiers lost during World War II, and brief remarks from a keynote speaker.

Immediately following the ceremony, World War II Veterans and guests would be served breakfast on the front lawn of the County Courthouse. Additionally, it is recommended that the Board direct staff to prepare a proclamation honoring the service of World War II Veterans to be presented at the Operation Thank You event. The local veteran organizations have estimated that 50-75 World War II veterans would attend the event.

Options:

1. Approve the proposed 2014 Operation Thank You – In Honor of World War II Veterans and Remembrance of D-Day, and schedule the event for Friday, June 6, 2014.
2. Direct staff to prepare a proclamation honoring the service of local World War II Veterans to be presented at the 2014 Operation Thank You event.
3. Do not approve the proposed 2014 Operation Thank You – In Honor of World War II Veterans and Remembrance of D-Day, and schedule the event for Friday, June 6, 2014.
4. Board direction.

Recommendations:

Options #1 and #2.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Proposed Partnership with The Village Square

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:

This item has a fiscal impact. The item presents a proposed partnership with the Village Square to build upon the County's nationally recognized Citizen Engagement Series. The proposed partnership would encompass the Village Square forums such as *Our Town* and *Speed Date Your Local Officials* as well as the proposed Club of Honest Citizens program described in this item in the amount of \$26,500. Funding is available in the General Contingency Reserves Account.

Staff Recommendations:

- Option #1: Approve the partnership with The Village Square that would include the establishment of the Club of Honest Citizens program in the amount of \$26,500.
- Option #2: Approve the Budget Amendment Request (Attachment #1).
- Option #3: Direct staff to continue to host the Citizen Engagement Series.

Report and Discussion

Background:

Leon County has a long history of promoting citizen involvement to guide policy and shape our community. As is the case for most local governments, this was done traditionally through standing and ad hoc citizen committees - to various degrees of success. However, in the last few years during the economic decline and the slow recovery, the County recognized that these times come with the greatest risk of citizen disconnection and discontent. As such, the County focused considerable effort on fostering social attachment between citizens and their county government. Social attachment, or the sense of attachment and belonging that people have to their community, is considered to be one of the best predictors of the performance of public institutions, the economic success of communities, and even individuals' health and well-being. This began with the considerable emphasis the Board placed in the Knight Foundation's *Soul of the Community Report* in the development of the County's Strategic Plan at the Board retreat in 2011.

Since that time, the County has actively reinforced social attachment in all of the ways that we touch citizens in county government through our people-focused, performance driven culture. In addition, the County has sought opportunities to foster social attachment, including hosting a community workshop with Peter Kageyama, "For the Love of Leon + Tallahassee" in 2012 and launching the national award-winning Citizen Engagement Series that same year. The Citizen Engagement Series was established to provide greater opportunities to build trust through meaningful engagement. The sessions enhanced transparency and conveyed the relevance of County government by providing immersive hands-on exercises. More than 300 citizens participated in the seven sessions, which included:

- January 2012 – Leon County Basics: Our Government, Our Community
- March 2012 – Balancing Budgets and exercising Fiscal Stewardship: Making Hard Choices in Challenging Times
- May 2012 – Emergency Medical Services: Preserving Life, Improving Health, Promoting Safety
- August 2012 – LeRoy Collins Leon County Public Library System: Inspiring A Love of Reading and A Life of Learning
- October 2012 – Leon County Solid Waste Management: Beyond the Curb, Where Does it All Go?
- January 2013 – Leon County Tourism Work\$: Attracting Visitors, Creating Jobs
- June 2013 – Creating and Sustaining This Special Place: Visioning, Planning, and Developing Our Future.

The Citizen Engagement Series has won two national awards for citizen participation from the National Association of Counties and the City-County Communications & Marketing Association. Throughout this time, the County has also been an active participant in Village Square forums, such as *Our Town* and *Speed Date Your Local Officials*, as well as programs and projects led by the Knight Creative Class Institute (KCCI).

On January 29, 2013, the Board adopted the following Strategic Initiative, “Identify the next version of “Citizen Engagement” to include consideration of an “Our Town” Village Square Concept. To further explore this, on September 24, 2013, the Board approved the proposed agenda for its retreat, which included inviting Liz Joyner, Village Square’s Executive Director and co-founder, for a facilitated discussion with Commissioners regarding the potential partnership opportunities. During its Retreat on December 10, 2013, the Board received a presentation on citizen engagement and a conceptual framework for partnership with Village Square from the County Administrator, Bob Jones, Director of Florida Conflict Resolution Consortium Consensus Center, and Liz Joyner. On January 21, 2014, the Board ratified its actions taken at the Retreat, which included directing staff to develop a proposed partnership for the next iteration of the Citizen Engagement Series with the Village Square for its consideration.

Analysis:

A partnership with the Village Square would reinforce the County’s continued efforts to explore opportunities that engage citizens through unique and meaningful programs. As previously mentioned, the County, especially the County Commission, has been active participants in Village Square forums. A formal partnership would build upon the mutual goals of the Citizen Engagement Series and the Village Square of greater and sustained citizen involvement and engagement.

Staff worked with Liz Joyner to develop a program that would complement the efforts of the Citizen Engagement Series and Village Square. The proposed Club of Honest Citizens would place greater emphasis on events that attract and engage a broader audience of citizens through provocative discussions that build long-term relationships between the County and its citizens (Attachment #2). It would blend the best elements of the Citizen Engagement Series and Village Square by providing transparency of County government, while building relationship between citizens, County Commissioners, and staff through social settings.

The concept of the proposed program is inspired by the Club of Honest Whigs, created by Benjamin Franklin prior to the American Revolution that held social events that encouraged participants to discuss and debate that would lead to ideas such as police, volunteer fire fighters, and the first public libraries. By creating a forum for fierce community collaboration, the Club of Honest Citizens would encourage the exchange of information and ideas while building long-term and engaging relationships between citizens, elected officials, and staff.

The Club of Honest Citizens would be held three times a year in the spring. The events would be open to all Leon County residents through a registration process that would be managed by Village Square. Local organizations such as League of Women Voters, NAACP, Leadership Tallahassee, and other civic groups would be encouraged to attend in order to attract a cross-section of the community that would bring diverse ideas and perspectives. The events would be held in intimate and social settings that would welcome lively debate and invites exchange of ideas.

For the inaugural year, the theme of the Club of Honest Citizens would be “if government is the problem, what is the solution?” and would invite citizens to participate in dialogue on the roles of County government and citizens in shaping the community. As reflected in the attached document, each event would include distinct topics, themes, process, and settings with the first event commencing on Thursday March 27 at 6:00 p.m. at Madison Social. Two additional events would be held in April and May respectively. The Club of Honest Citizens would not replace the Citizen Engagement Series. Approximately, two to three Citizen Engagement Series sessions would continue to be held in the fall.

It is important to note that the active support and participation of the Board would be essential to the partnership with Village Square and the success of the Club of Honest Citizens. The cornerstone of the proposed program is the opportunity it would provide for engaging citizens through a social setting that builds relationships with County Commissioners and staff. However, the Board may choose to direct staff to continue to solely host the Citizen Engagement Series in its current form.

Should the Board move forward with the proposed partnership, the Village Square has requested funding in the amount of \$25,000 that would encompass the organization’s current programming, as well as the Club of Honest Citizens. Staff has prepared a Budget Amendment Request in the amount of \$26,500, which would include anticipated cost for associated expenses, such as facility rental and refreshments.

Options:

1. Approve the partnership with The Village Square that would include the establishment of the Club of Honest Citizens program in the amount of \$26,500.
2. Approve the Budget Amendment Request (Attachment #1).
3. Direct staff to continue to host the Citizen Engagement Series.
4. Do not approve the partnership with The Village Square which would include the establishment of the Club of Honest Citizens program in the amount of \$26,500.
5. Board direction

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Budget Amendment Resolution
2. Club of Honest Citizens Proposal

FISCAL YEAR 2013/2014 BUDGET AMENDMENT REQUEST

No: BAB14017
Date: 2/14/2014

Agenda Item No: _____
Agenda Item Date: 2/25/2014

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	249,397	(26,500)	222,897
001	820	58200	519	Aids to Private Organizations	6,500	26,500	33,000
					Subtotal:	-	-

Purpose of Request:

This budget amendment appropriates \$26,500 from general fund contingency to support a partnership between the County and Village Square to conduct the Club of Honest Citizens program.

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		19-Nov-13	Realignment of District #1 budget to Contingency	\$603
2		19-Nov-13	Consideration of Disabled American Veterans Request	\$0
3		11-Feb-14	Consideration of Financial Assistance to Kwik Kutz	\$0
4		<i>25-Feb-14</i>	<i>Infrastructure Sales Tax Education Campaign</i>	<i>\$100,000</i>
5		<i>25-Feb-14</i>	<i>Funding to support the Florida Association of Counties Legislative Day Reception</i>	<i>\$10,000</i>
6		<i>25-Feb-14</i>	<i>Funding to support the Partnership between the County and Village Square</i>	<i>26,500</i>
7				
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25				
<i>Bold, Italic items are pending Board Approval</i>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u><u>\$137,103.00</u></u>
ENDING BALANCE				112,897.00
END BALANCE AS % OF BEGIN BALANCE				45%
USAGE BALANCE AS % OF BEGIN BALANCE				55%

In the years prior to the American Revolution, one of its preeminent architects – Ben Franklin – informally gathered interesting people in London to **think**. Out of these social events came ideas like police & volunteer fire departments, the first public libraries, hospitals and universities, paved roads - even oxygen. Like Franklin, we think brilliant ideas can come from riveting conversations.

The Club of Honest ~~Whigs~~ Citizens



.... A forum for **fierce** community collaboration



In the spirit of Mr. Franklin and the tradition of invention & association that has always made America unique, please join us for "Company, Chat, a Laugh, a Glass" and "wise Sentences."



..... **SEASON 1: If Government is the Problem, What is the Solution?**

One Group. Three Dates.
No Charge. Limited space.

1. Thursday, March 27 5:30 to 7:30pm : **PUB NIGHT**

Madison Social @ College Town

A Founding Debate:

What is the proper role of government?



2. April X (date/time to be determined) :

COFFEE & SOPHISTICATED THOUGHT

Location to be Determined

Beyond 3 Minutes at the Podium

In the London Coffeehouse tradition, 1 penny coffee available

3. Thursday, May X 5:30 to 7:30pm : **POT LUCK**

Location to be Determined

Ye Olde Neighborly Town Hall
& Pot Luck Dinner with Commissioners*

*recipes included



to be invented
in 236 years



www.tothevillagesquare.org
or 590-6646 for info/RSVP
The Village Square is a 501c3

PROPOSAL

Philosophical approach:

- The eat-your-broccoli approach to citizenship is dead; people are drawn to social civic engagement and good company.
- The quality of life in our hometown improves from positive engagement by a politically diverse group of its citizens (replacing angry powerless carping...)
- Good ideas don't come from a lone genius working in a lab as often as they come from interactions between people.

Club of Honest Citizens offers:

- Provides a forum for dialogue between citizens and elected leaders on the issues of the day
- Invites the exchange of ideas
- Encourages a broader audience
- Promotes facilitative conversations that sparks new ideas and perspectives
- Creates opportunities for co-creation

Who are Honest Citizens?

- More than taxpayers
- Co-creators
- Concern for the larger community in addition to their own interests
- Willing to assume personal responsibility for what goes on in their neighborhoods and communities

The basics/sign-up process:

1. 3 events per season; one season per year each spring
2. Programming is all free
3. Registrants are encouraged to come to all three events with simultaneous registration for the series
4. Citizens Engagement Series participants and Leon LEADS participants are given the first opportunity to register
5. Provide formal invitation to specific organizations for
6. A good number of commissioners and staff are in attendance at all three programs
7. Registration limit of 50, waiting list kept – filled as people can't attend later events
8. Effort to ensure diversity politically, racially, etc.
9. Registrations on Village Square website; we keep you from being responsible for composition of crowd, attendees etc.
10. Posters and postcards advertise (give postcards to people you want to attend)
11. Each program gets public notice, we expect a certain number of extra people to show up because of that, we treat them just like anyone else there

The Club of Honest Citizens Season 1: If Government is the problem, what is the solution?

The first season of the Club of Honest Citizens would pose the provocative question “if government is the problem, what is the solution?”, and invite citizens of Leon County to participate in collaborative discussions with County Commissioners and senior staff on topics that lead to fresh ideas and perspective of the county’s role in shaping the community.

**1. Thursday, March 27 from 5:30 to 7:30pm: “PUB” NIGHT
Madison Social (in the Social Room with garage door down)
TOPIC: A Founding Debate: What is the proper role of government?**

Number of Participants: 40-50

Synopsis of Event:

- Participants and County Commissioners would discuss the County’s general role in various topics which may include economic development, human services, development support and environmental management, etc.
- Topics would be discussed in group setting for approximately 20 minutes each
- Feed out during the last 30 minutes
- Participants would be offered op-ed space on the Village Square’s blog to continue the discussion following the event.

**2. April 2014
COFFEE & SOPHISTICATED THOUGHT
Location: TBD
In the London Coffeehouse tradition, 1 penny coffee available
TOPIC: Beyond 3 Minutes at the Podium: County and Citizens Partnering
As Problem Solvers**

Number of Participants: 40-50

Synopsis of Event:

- Participants and County Commissioners, divided into groups, would discuss ways County and Citizens can partner today to solve problems
- For approximately one hour each group would produce an idea in which the County can encourage citizens to be more involved and resolve problems beyond government
- The best proposal (as voted on by the participants) would receive a \$500 mini-grant to further explore the idea
 - Mini-grant would be managed by Village Square

3. May 2014
Ye Olde Neighborly Town Hall and Pot Luck with Commissioners
Location: TBD
Topic: Community Challenges and Community Solutions

- Participants would be offered op-ed space on the Village Square's blog to continue the discussion.

Number of Participants: 40-50

Synopsis of Events:

- Participants and County Commissioners would each bring a dinner item with the corresponding recipe.
- Frank conversations around the dinner table on 2-3 challenges identified by the group and possible solutions
- Participants would be informed of opportunities in which they may can be more involved in the solutions for the challenges discussed (i.e. citizen committee, KCCI, etc.)
- Participants are offered op-ed space on the Village Square's blog to continue the discussion following the event.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratify the Board Actions Taken at the February 11, 2014 Workshop to Review the Sales Tax Committee's Final Report and Consider the Continuation of the Local Government Infrastructure Surtax, and Approval of Budget Amendment Request in the amount of \$100,000 to Support a Community Education Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director of Public Works and Community Development Wayne Tedder, Director of PLACE (Planning, Land management & Community Enhancement) Ken Morris, Director, Office of Economic Development & Business Partnerships
Lead Staff/ Project Team:	Cristina Paredes, Intergovernmental Affairs & Special Projects Coordinator

Fiscal Impact:

This item has a fiscal impact. The local government infrastructure sales tax expires in December 2019; if the tax is continued for an additional 20 years, the projected total revenue collection in current dollars is approximately \$756 million. Additionally, during the February 11, 2014 workshop, the Board approved allocating \$100,000 from the contingency reserve account to support a community education program.

Staff Recommendation:

- Option #1: Ratify Board Actions taken at the February 11, 2014 workshop to review the Sales Tax Committee's final report and consider the continuation of the Local Government Infrastructure Surtax
- Option #2: Approve the Budget Amendment Request in the amount of \$100,000 to support a community education program (Attachment #1).

Report and Discussion

Background:

Currently, the existing one-cent infrastructure sales tax is levied for a period of 15 years and expires on December 31, 2019. The sales tax generates approximately \$37.8 million annually. Pursuant to an existing interlocal agreement, the County and City created the Intergovernmental Agency commonly referred to as Blueprint 2000 (Blueprint) to oversee the utilization of 80% of the proceeds; the balance (20%) is shared equally between the County and the City. The Blueprint Intergovernmental Agency consists of the entire County and City Commissions.

Recognizing the importance of the impact of our continued investment in our community as the original Blueprint 2000 project nears completion, the Board of County Commissioners began evaluating the possible continuation of the existing one-cent sales tax in 2011. This evaluation included a thorough review of countywide infrastructure needs and the development of county projects using the holistic approach and which built upon the investment and vision of the original Blueprint projects. Understanding the critical role in engaging citizens as co-creators of our community and the existing partnership with the City of Tallahassee through the Blueprint structure, the Board established the Sales Tax Committee that included appointments from the City Commission. As part of the Committee's original charge, the Board of County Commissioners and the City Commission approved a series of holistic projects throughout the County for the Committee to consider, as well as, to evaluate funding for economic development in the sales tax continuation.

As part of the Sales Tax Committee process, both the County and City Commissions charted the Committee to make recommendations on economic development funding to be included in the sales tax continuation upon review of the work of Imagine Tallahassee. The process supported the Board of County Commissioner's original direction to implement an advisory committee that would provide analysis and policy recommendations to the Intergovernmental Agency for final approval and action associated with each of the recommendations at the time of their consideration.

On February 11, 2014, the Board reviewed the Sales Tax Committee's final report and considered the Committee's final infrastructure project recommendations including the continuation of the Local Government Infrastructure Surtax.

Analysis:

The Board approved the following:

- Accepted the Leon County Sales Tax Committee's final report.
- Authorized a referendum for November 2014.
- Approved resurfacing/intersection improvements to be funded through the County's 10% share.
- Approved allocating \$100,000 from the contingency reserve account to support a community education campaign.

- Directed staff to schedule an Intergovernmental Agency meeting in April to amend the Blueprint 2000 interlocal agreement with the City of Tallahassee. The following are the items to be addressed at the meeting and included in the interlocal agreement:
 - Accepted the Tier I and Tier II project lists (excluding the Northeast Gateway which was voted on as a separate project) including the 2% allocation to L.I.F.E. (Livable Infrastructure for Everyone) as amended below (Attachment #2):
 - Moved Westside Student Corridor (specifically the widening of West Pensacola Street and Greenways) and the Lake Lafayette and St. Marks Regional Linear Park to Tier I
 - Approved the 2% LIFE program to address rural infrastructure needs. The Board also approved a set amount for Economic Development at \$75.6 million; this equates to 10%. As part of the motions, the Board directed that annually a determination would be made what 10% of the total revenue equals. If the 10% amount is in excess of the allocation for Economic Development, the difference would be allocated to the LIFE program; if the amount was less than the estimated revenue, then no change would occur. For example, the estimated annual 10% amount is \$3.78 million. If in year five, the actual amount is \$3.9 million, than \$120,000 would be allocated to the LIFE program. These additional amounts would be above the 2% allocation.
 - Continued to support the Northeast Gateway project as reflected on Tier I and Tier II, including the following:
 - Developers will be required to provide reimbursement to Blueprint for the developer's required transportation improvements; reasonable repayment timelines would be established as part of the agreements.
 - The cost (inclusive of right of way) related to the greenway be used as a direct offset to the developer's required transportation costs.
 - The City's portion of the project will only require reimbursement if sold and developed privately.
 - Include anticipated developer reimbursements as potential future resources for Blueprint.
 - Do not proceed with Tier II implementation until such time as transportation connections north of Roberts Road to allow the traffic to flow through to Thomasville Road, has been identified and funded.
 - Equally allocated the Water Quality and Sidewalk funding between the City and the County.
 - For economic development, the Board allocated \$75.6 million as a set amount (which is estimated to be 10% of the projected sales tax proceeds) to support the following as listed below and in Table #1:
 - \$20 million for the Madison Mile Convention District dependent upon approval by the IA at the time of project consideration and the execution of formal agreements among all parties to the project
 - \$5.5 million for the Regional Airport Growth and Development (Part 1) project dependent upon approval by the IA at the time of project consideration.

- \$50.1 million for the remaining economic development proposals to be evaluated by the advisory committee and IA for future funding consideration.

Table #1: Economic Development Funding Allocations

Madison Mile Convention District	\$ 20,000,000
Regional Airport Growth & Development (Part I)	5,500,000
Regional Airport Growth & Development (Part II)	\$50,100,000: To be Evaluated by the Advisory Committee and IA
Entrepreneurial Development Fund	
Minority & Women Business Investment Fund	
Technology & Innovation Incubators	
Business Retention, Expansion & Attraction Fund	
Economic Opportunity Rapid Response Fund	
Quantum Leaps & Signature Festivals	
South Monroe / Adams Corridor Catalyst	
<i>Raising the Ship</i> Talent Development	
Total:	\$ 75,600,000

- Define the role and responsibilities of the advisory committee for economic development.
- Modify the membership structure of the Citizen Advisory Committee to include economic development representatives.
- Directed staff to agenda for the IA's consideration, subject to the passage of the referendum, an agenda item on consolidating the County and City contractual agreements with the Economic Development Council and reflecting the EDC's role in administering the economic development portion of the sales tax proceeds.

The City Commission intends to further deliberate and take action at their February 26, 2014 meeting with regarding to City priorities. Subsequent to the City's action, staff intends to work with City staff to schedule an Intergovernmental Agency meeting to finalize a project consensus and approve the necessary amendments to the interlocal agreement. Upon approval of an amended interlocal agreement, the County Commission can then provide final direction with regard to a November 2014 ballot initiative.

Options:

1. Ratify Board Actions taken at the February 11, 2014 workshop to review the Sales Tax Committee's final report and consider the continuation of the Local Government Infrastructure Surtax.
2. Approve the Budget Amendment Request in the amount of \$100,000 to support a community education program (Attachment #1).
3. Do not ratify Board actions taken at the February 11, 2014 workshop to review the Sales Tax Committee's final report and consider the continuation of the Local Government Infrastructure Surtax.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Budget Amendment Request
2. Tier I and Tier II Project Descriptions and Maps, as Amended by the Board

FISCAL YEAR 2013/2014 BUDGET AMENDMENT REQUEST

No: BAB14015
Date: 2/13/2014

Agenda Item No: _____
Agenda Item Date: 2/25/2014

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	249,397	(100,000)	149,397
				Other Current Charges and			
001	820	54900	519	Obligations (Education Campaign)	148,307	100,000	248,307
					Subtotal:	-	-

Purpose of Request:

This budget amendment appropriates \$100,000 from general fund contingency to support a community education campaign for the continuation of the Local Government Infrastructure Surtax to be place on the November 2014 general election ballot.

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		19-Nov-13	Realignment of District #1 budget to Contingency	\$603
2		19-Nov-13	Consideration of Disabled American Veterans Request	\$0
3		11-Feb-14	Consideration of Financial Assistance to Kwik Kutz	\$0
4		<i>25-Feb-14</i>	<i>Infrastructure Sales Tax Education Campaign</i>	<i>\$100,000</i>
5		<i>25-Feb-14</i>	<i>Funding to support the Florida Association of Counties Legislative Day Reception</i>	<i>\$10,000</i>
6		<i>25-Feb-14</i>	<i>Funding to support the Partnership between the County and Village Square</i>	<i>26,500</i>
7				
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24				
25				
<i>Bold, Italic items are pending Board Approval</i>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u>\$137,103.00</u>
ENDING BALANCE				112,897.00
END BALANCE AS % OF BEGIN BALANCE				45%
USAGE BALANCE AS % OF BEGIN BALANCE				55%

Project Number: 1

Project Name: Capital Circle Southwest

Committee Recommendations:

Tier I: \$70,000,000

Tier II: \$0

Estimated Project Cost: \$114,421,000

Project Cost Notes

The Committee allocated \$70 million with the anticipation that the remaining funding will be allocated by FDOT.

The total estimated cost of this project is \$114,421,000 and includes \$53,421,000 for construction and \$61,000,000 for right of way costs (ROW). The projected cost estimated include the ROW and amenities customary to all other segments of Capital Circle. While the FDOT is seeking funding of the roadway improvements, they have indicated a need for local funding partnership for improvements beyond the typical FDOT roadway design. The \$70,000,000 project cost is the partnership amount for this project to make it 'Blueprint Quality'.

Executive Project Summary:

The Capital Circle SW roadway expansion project from Orange Avenue to Crawfordville Road was included in the original Tier I Blueprint 2000 projects. However, due to current sales tax funding restrictions, this project will not be able to be completed within the current sales tax authorization. This project is necessary to complete the overall transportation objectives originally envisioned with the Capital Circle enhancements in the original Blueprint 2000 program. The project includes water quality enhancements and infrastructure for multiple transportation modes, improving access in the area. The project stimulates economic development in the short term by providing jobs in construction and associated professional services, and in the long term by improving access to the Airport, Innovation Park, Tallahassee Museum, and undeveloped properties.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

This project is necessary to complete the overall transportation objectives originally envisioned with the Capital Circle enhancements in the original Blueprint 2000 program. In addition, this project is critical to the full development of the airport and surrounding commercial areas.

The Capital Circle Southwest project has been planned on a community wide basis taking into account far reaching community goals (enhanced greenways, roadways, stormwater facilities, lake protection, and the inclusion of multiple modes of transportation). Additionally, the project will enhance access to the Airport for local and regional users.

Environmental: One of the most significant features in the project area is the Bradford Brook Chain-of-Lakes, including Lake Bradford, located west and north of Capital Circle Southwest. The lakes

currently receive runoff from Capital Circle and stormwater inputs from the West Drainage Ditch. Another significant feature in the area is the Apalachicola National Forest, the largest national forest in Florida. The Capital Circle Southwest project will protect the Lake Bradford Chain-of-Lakes, Apalachicola National Forest, and existing neighborhoods through the incorporation of greenways, landscaping, alternative transportation modes, and stormwater enhancements.

Regional Mobility: In order to provide transportation alternatives, infrastructure planning for the Capital Circle Southwest project incorporates pedestrian and bicycle trail linkages and includes sidewalks and bike lanes to provide overall increased access to parks, neighborhoods, the Downtown area, the universities and Tallahassee Community College.

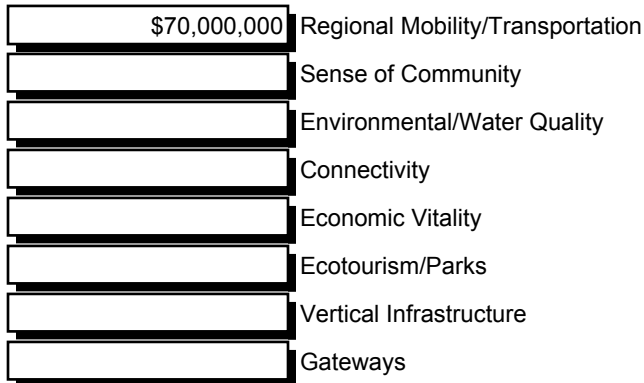
Ecotourism/Parks: The project includes water quality enhancements and infrastructure for multiple transportation modes, improving access in the area.

Economic Vitality: The project stimulates economic development in the short term by providing jobs in construction and associated professional services, and in the long term by improving access to the Airport, Innovation Park, Tallahassee Museum, and undeveloped properties.

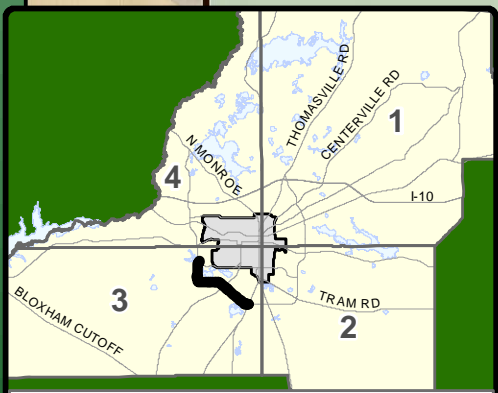
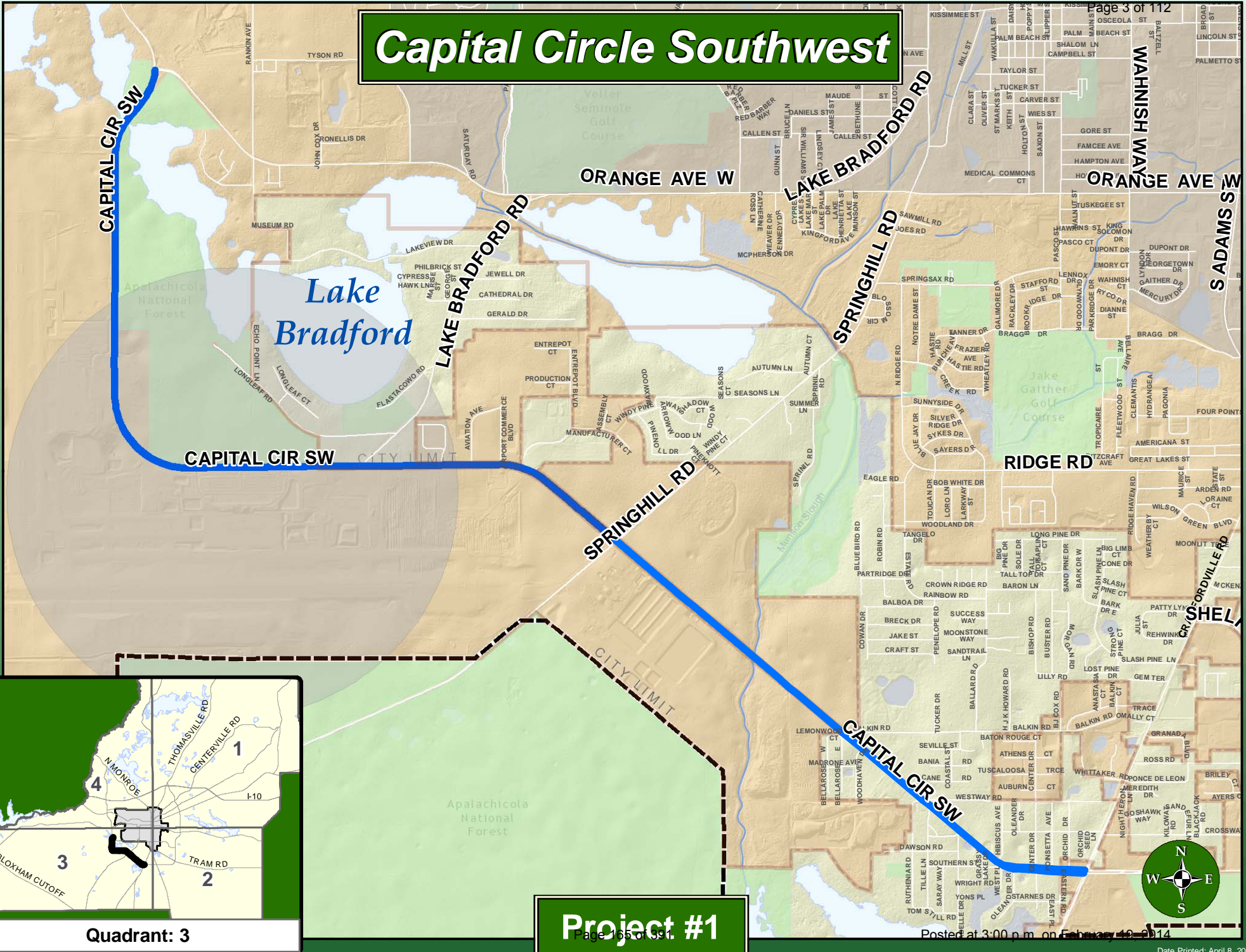
On an Existing Master Plan or Blueprint List – Although there is no dedicated funding for the construction of the Capital Circle Southwest project due to a decline in sales tax revenue, it was included in the original Blueprint 2000 Master Plan as a Tier 1 project.

Leverages Other Funds – It is likely that the Capital Circle Southwest project design and construction will be funded by a partnership between the Florida Department of Transportation and Blueprint 2000.

Cost By Themes



Capital Circle Southwest



Quadrant: 3

Project #1

Page 165 of 191

Posted at 3:00 p.m. on February 19, 2014



Project Number: 2

Project Name: Westside Student Corridor Gateway

Committee Recommendations:

Tier I: \$8,936,800

Tier II: \$21,000,000

Estimated Project Cost: \$29,936,800

Project Cost Notes

On February 11, 2014, the Board of County Commissioners moved the Tier II aspects of this project (specifically the widening of West Pensacola Street and Greenways) to Tier I.

Tier I (\$8,936,800) includes the costs for stormwater and connectivity improvements. Trail costs were obtained from the Greenways Master Plan (Project #9).

Tier II (\$21,000,000) includes the costs for roadway and gateway improvements. This project cost includes right of way costs for the widening of Pensacola from Capital Circle Southwest (CCSW) to Appleyard Drive.

Executive Project Summary:

The Westside Student Corridor Gateway project creates a southwest gateway for the community by linking the improved Capital Circle corridor to the urban core while widening Highway 20 from Capital Circle to Appleyard to four lanes. This project encompasses a holistic approach to transportation capacity improvements, regional mobility, connectivity to existing/proposed amenities (including Blueprint 2000 projects), and increases stormwater capacity to address flooding concerns. The project supports the multi-modal transportation.

The project relieves stormwater runoff in the Gum Creek/West Drainage Ditch that contributes to flooding issues in the Tallahassee Community College area and the Gum Road Target Planning Area.

In addition, the project constructs sidewalks on Gum, Aeon Church, and Dome Level Roads creating safe and convenient mobility access for the residents of area. Another mobility enhancement aspect of this project is the implementation of the western segment of the University Greenway. The construction of the TCC/FSU/FAMU Connector Trail links all three institutions of higher learning to the facilities at Innovation Park.

Themes

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|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

The project proposed improvements include the following:

- Work with community partners during the update of the PD&E study for this corridor.
- Widen Pensacola Street to four lanes and construct land landscape medians from Capital Circle to Appleyard. This project supports the mobility plan by providing multimodal links in a high capacity student

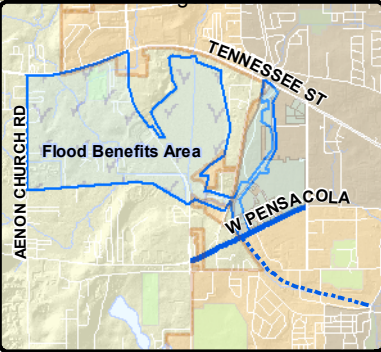
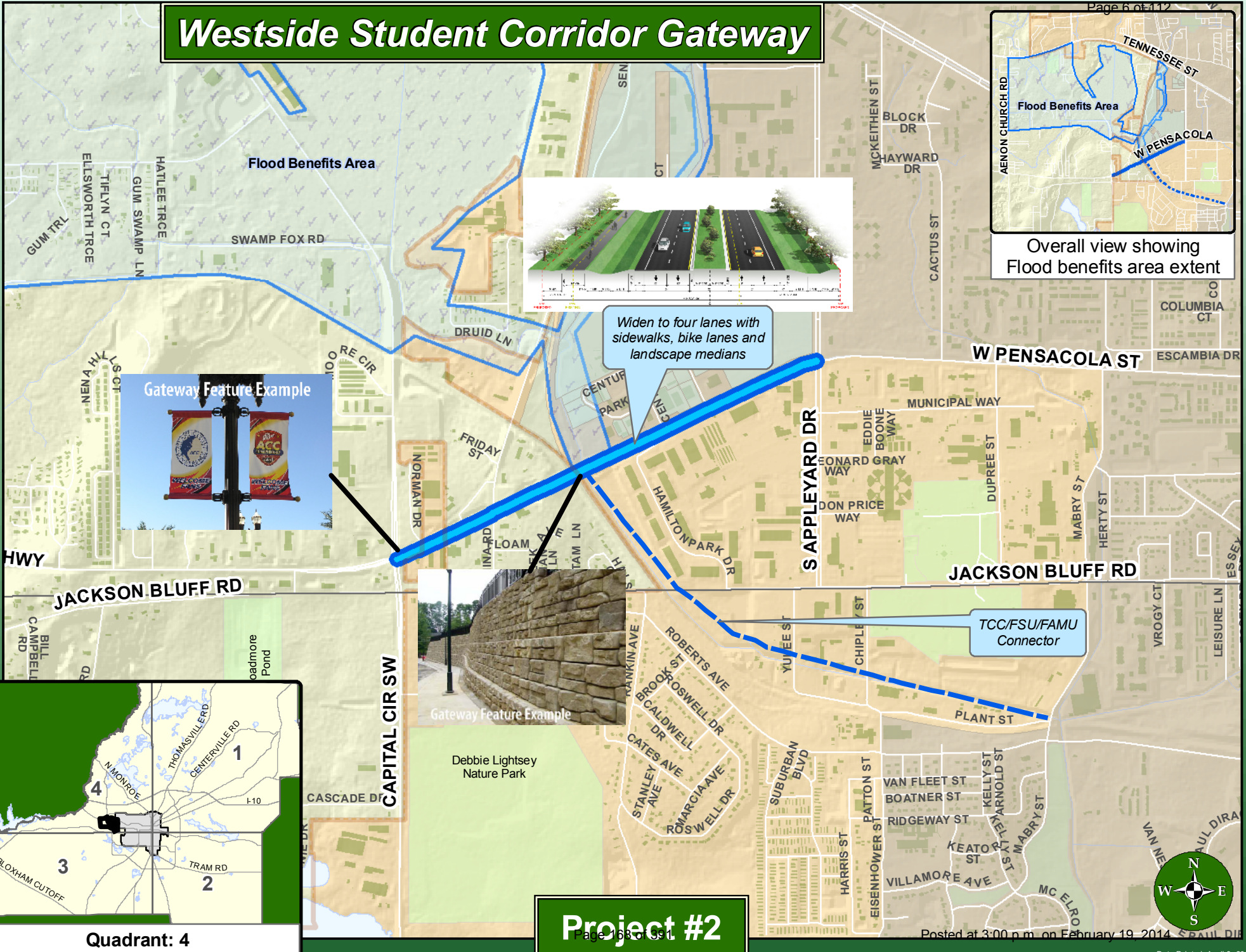
corridor. This project widens State Road 20 from two lanes to four lanes. Currently, the two lane section of State Road 20 between Blountstown Highway and Appleyard Drive restricts traffic flow on this east-west roadway. The adopted level of service (L.O.S.) for this category of roadway is E. The current roadway is operating at L.O.S. F for eastbound traffic and L.O.S. D for westbound traffic. Widening this roadway to four lanes elevates the road into compliance with the comprehensive plan level of service.

- Construct a gateway feature by constructing a decorative bridge which will allow water flow to continue toward existing public lands downstream. The widening of State Road 20 will create a southwest gateway for the community linking the upgraded Capital Circle corridor to the urban core.
- Conduct a comprehensive stormwater study to include ecosystem enhancements for water quality and flood attenuation. A comprehensive stormwater study would include ecosystem enhancements for water quality and flood attenuation reaching to Lake Bradford, as called for by the Blueprint Citizens Advisory Committee while reviewing Capital Circle Southwest.
- Establish connectivity to Innovation Park along the University Greenway by constructing the Trail which links all three institutions of higher learning. This project supports regional mobility by constructing bike lanes, sidewalks, and enhances public transportation for students of Tallahassee Community College, Florida State University, and Florida A & M University. The project provides significant pedestrian linkages for established residential areas to the Blueprint Broadmoor Pond and Park, CCSW and all their associated interconnections.
- Construct bike lanes and sidewalks including sidewalk on Gum, Aeon Church, and Dome Level Roads.

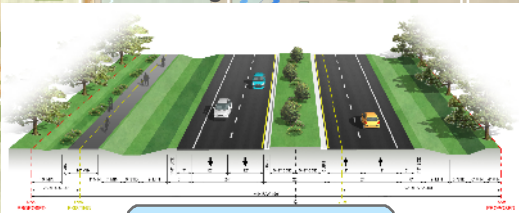
Cost By Themes

\$20,000,000	Regional Mobility/Transportation
	Sense of Community
\$7,000,000	Environmental/Water Quality
\$1,936,800	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
\$1,000,000	Gateways

Westside Student Corridor Gateway



Overall view showing Flood benefits area extent



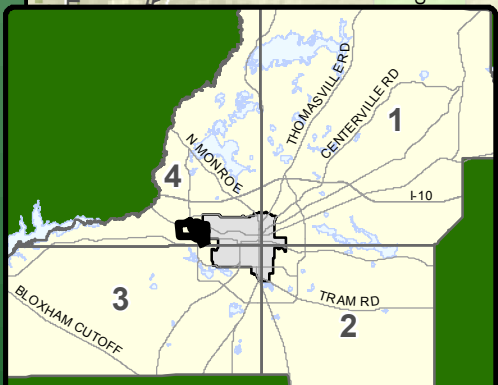
Widen to four lanes with sidewalks, bike lanes and landscape medians



Gateway Feature Example



Gateway Feature Example



Quadrant: 4

Project #2

Posted at 3:00 p.m. on February 19, 2014



Project Number: 3/5

Project Name: Airport Gateway: Springhill Road and Lake Bradford Road

Committee Recommendations:

Tier I: \$58,698,138

Tier II: \$0

Estimated Project Cost: \$58,698,138

Project Cost Notes

Springhill Road (Beautification and Transportation Improvements) \$21,426,400

Lake Bradford Gateway \$37,271,738

Combined project totals: \$58,698,138

Executive Project Summary:

This project creates a holistic Airport Gateway project by combining Project #3 (Springhill Road) and Project #5 (Lake Bradford Road). This project spans from Stadium/Gaines Street to Capital Circle Southwest. The improvements will create a unique, urban gateway to Tallahassee from the Airport.

The Springhill Road section of the proposed project begins the Orange Avenue intersection and extends down to Capital Circle Southwest (Project #1). The improvements to this portion of the project would include transportation improvements and right of way acquisition and beautification.

The Lake Bradford component of the project would extend from Gaines St. to the Orange Avenue intersection. The improvements to this portion of the project would include roundabouts, gateway streetscaping, and roadway reconstruction.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

The Springhill Road section of the proposed project begins the Orange Avenue intersection and extends down to Capital Circle Southwest (Project #1). The improvements to this portion of the project would include transportation improvements and right of way acquisition and beautification. Springhill Road improvements include:

- 130' right of way
- 10' sidewalk on one side and 5' on other
- Bike lanes on both sides
- 2 lanes (4 lane option with 22' median)
- Enhanced landscape

The Lake Bradford component of the project would extend from Gaines St. to the Orange Avenue intersection. The improvements to this portion of the project would include roundabouts, gateway streetscaping, and roadway reconstruction. Lake Bradford Road improvements include:

- Roundabouts at key locations
- Roadway reconstruction

- Gateway streetscaping
- Bike lanes and wider sidewalks
- Enhanced landscaping and lighting

Cost By Themes

\$57,698,138	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
\$1,000,000	Gateways

Airport Gateway: Springhill Road Gateway & Lake Bradford Gateway



Quadrants: 3 & 4



Project Number: 4
Project Name: Southside Gateway Enrichment

Committee Recommendations:

Tier I: \$29,700,000
Tier II: \$0

Estimated Project Cost: \$29,700,000

Project Cost Notes

The primary expense for this project is associated with the transportation improvements, with the balance directed to landscaping along Crawfordville Highway and sidewalks along Shelfer Road.

This project cost includes right of way costs:

\$18,500,000 for Woodville Highway upgrade to 4-lane roadway
\$10,600,000 for Crawfordville/Woodville Highway Gateway feature

Executive Project Summary:

The Southside Gateway Enrichment project enhances regional mobility, increases the viability of this southern commercial gateway corridor, and supports the goal of economic revitalization to the southside of Tallahassee.

This roadway also has a significant regional impact as it is a crucial north/south evacuation route from the coast. The project enhances transportation capacity by widening Woodville Highway (from Capital Circle to Gaile Avenue) to four lanes. The project includes widening the medians for landscaping, pedestrian refuge, and safe turning movements, and increases opportunities for public transit. In addition, the interconnection of Woodville and Crawfordville Highways, via a looped roadway, enhances the operation of the corridors and provides a large greenspace to establish a gateway into the southside of Tallahassee. The project replaces a grey landscape of asphalt and concrete along Crawfordville Highway with landscaped medians and roadsides and adds greenspace for stormwater ponds improvements.

Finally, the project promotes multimodal connectivity by building bike connections along Ross Road, linking Woodville and Crawfordville Highways, and constructing sidewalks along the eastside of Shelfer Road in order link the high density residential to the surrounding multimodal connections.

Themes

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|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

This project proposed improvements include the following:

- Establish a “gateway” feature entering the southside of the County (Woodville/Crawfordville Highways). This project is consistent with the regional mobility plan by providing additional capacity and linkage to complete a major corridor connector from downtown to the south.
- Widen Woodville Highway to four lanes between the improved Capital Circle and Gaile Avenue; The

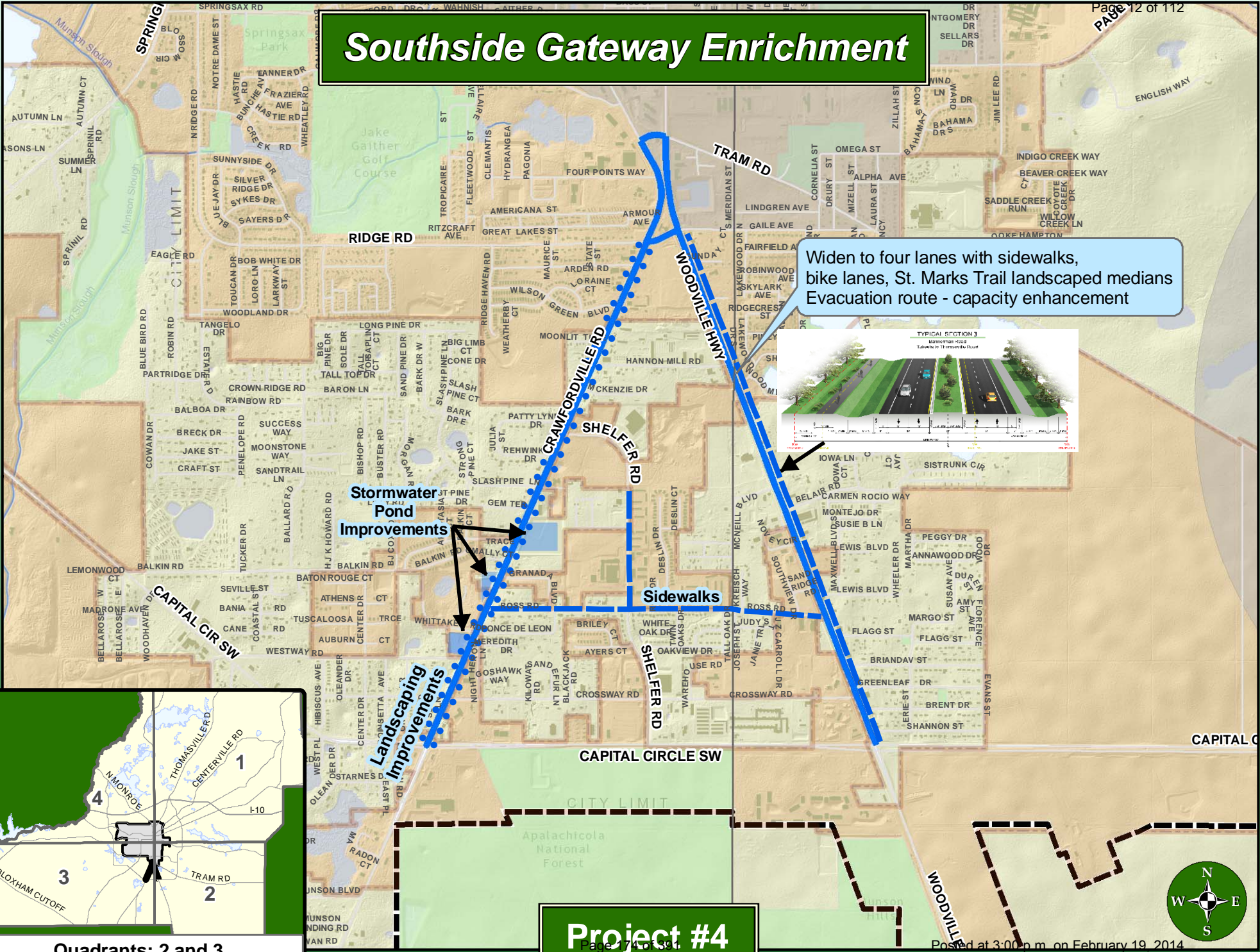
Southside Gateway Enrichment project enhances the roadway capacity by widening Woodville Highway between Capital Circle and Gaile Avenue to four lanes. This roadway also has a significant regional impact as it is a crucial north/south evacuation route from the coast. By increasing the capacity it will help decrease the evacuation times from the coastal areas. To date the Capital Regional Transportation Authority has spent approximately \$2.1 million to complete the Woodville Highway preliminary design and engineering study. Final Design, permitting and right of way acquisition work will need to be completed before construction can begin on this transportation corridor.

- Construct sidewalks, bike lanes, and wide medians for landscaping, pedestrian refuge and adds sidewalk on eastside of Shelfer Road between Ross and Crawfordville Highway to link high density residential to area amenities. The Southside Gateway Enrichment project promotes multimodal connectivity, enhanced roadway capacity, landscaping, and possible gateway features advancing redevelopment potential of the surrounding area of the southside of Tallahassee.
- Reconstruct Crawfordville and Woodville Highways between Gaile Avenue and Tram Road to create an extended roundabout and greenspace for enhanced connectivity between these two main north south routes.
- Reconstruct a portion of the St. Marks Trail. The St. Marks Trail will be preserved and its usage enhanced with increased connectivity to existing sidewalk and trail networks.
- Provide greenspace allowing for water infiltration and stormwater ponds. This project replaces a grey landscape of asphalt and concrete with landscaped medians and roadsides. Additional greenspace for water infiltration and stormwater ponds enhances the livability of roadway segment. The new stormwater treatment facilities will improve the water quality leaving the roadway corridors.
- Landscape the stormwater ponds and roadway along Crawfordville Highway.
- Establish bike connections on Ross Road to connect Woodville and Crawfordville Highways.

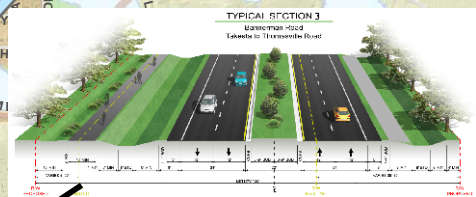
Cost By Themes

\$18,500,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$600,000	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
\$10,600,000	Gateways

Southside Gateway Enrichment



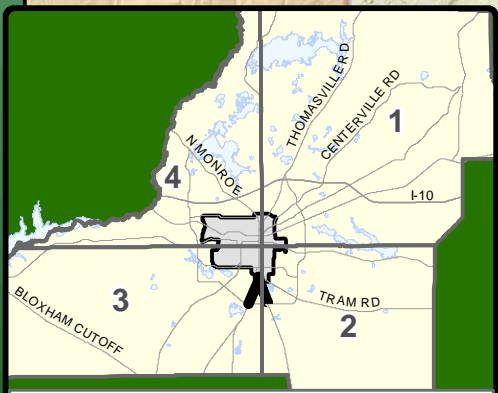
Widen to four lanes with sidewalks, bike lanes, St. Marks Trail landscaped medians
Evacuation route - capacity enhancement



Stormwater Pond Improvements

Sidewalks

Landscaping Improvements



Quadrants: 2 and 3

Project #4

Posted at 3:00 p.m. on February 19, 2014



Project Number: 6
Project Name: North Monroe Gateway

Committee Recommendations:

Tier I: \$9,400,000
Tier II: \$0

Estimated Project Cost: \$9,400,000

Project Cost Notes

N/A

Executive Project Summary:

Many visitors, residents, and former residents, including those coming to FSU football games, enter Tallahassee via North Monroe Street. However, currently the very automobile-oriented right-of-way and empty or underutilized properties along the corridor, such as the Tallahassee Mall, do not present an attractive nor thriving first impression. Some private reinvestment has occurred on its own, but public investment in the corridor by way of landscaping, medians, and other enhancements, combined with opportunities for private businesses, such as facade enhancement programs, could improve this significant entrance into the City and catalyze further redevelopment of the properties. This project has been spearheaded by the Knight Creative Communities Initiative's "Gateway Tallahassee" citizen group.

Themes

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|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

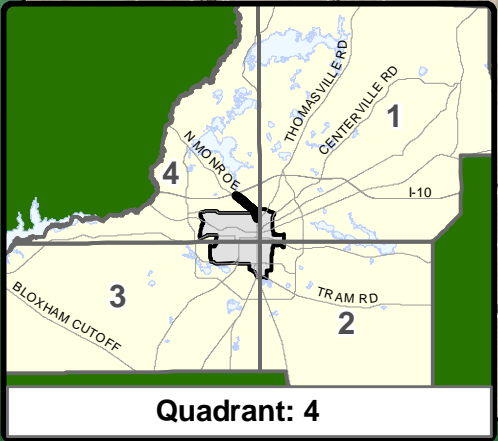
Detail Project Description

The Monroe Gateway begins just off Interstate 10 and is used by residents and visitors to the Tallahassee region. Gateway enhancements, including signage, art, crosswalks and other pedestrian safety enhancements, will create a more walkable corridor and provide a more welcoming experience for all who use the area. The project will improve aesthetics, with the potential to promote reinvestment and improve the quality of life for residents and daily commuters. The North Monroe Gateway Project can transform the city's most heavily traveled entryway into a welcoming entrance that clearly identifies and brands Tallahassee. A portion of the gateway (John Knox to Tharpe Street) is in the Monroe Street Access Management and Lake Ella Implementation Study Area for the Capital Region Transportation Planning Agency. Monroe Street is a state highway, so leveraging of funding could be available through state and federal programs. The Gateway would also complement the Midtown Sense of Place Project, which proposes landscaping along Monroe Street from Tharpe Street to the Thomasville Road intersection.

Cost By Themes

\$4,400,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$2,900,000	Connectivity
	Economic Vitality
\$2,100,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

North Monroe Gateway



Quadrant: 4

Project #6

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Posted at 3:00 p.m. on February 19, 2014

Project Number: 7
Project Name: Bike Route System

Committee Recommendations:

Tier I: \$15,000,000
Tier II:

Estimated Project Cost: \$15,000,000

Project Cost Notes

Phase 1: signage on existing roadways and trails could be implemented for an estimated cost of \$5 million.

Phase 2: identification of infrastructure improvements that could further enhance bicycle connectivity over the longer term - such as bridges, midblock crossings and off-road trails - with an estimated cost of \$10 million.

The County and City Commissions will determine what specific projects will be funded.

Executive Project Summary:

In coordination with local cyclists, a bicycle route system using existing roads has been identified. The first step was to design a system for the Mobility District, and then move into the whole City and County to provide a true commuting alternative. This project is closely integrated with the Greenways Master Plan in that on road facilities will provide connectivity between the various greenways and parks.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

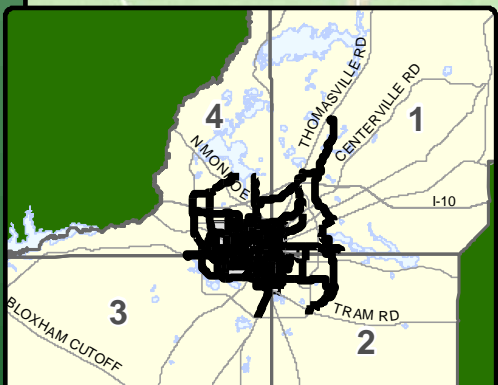
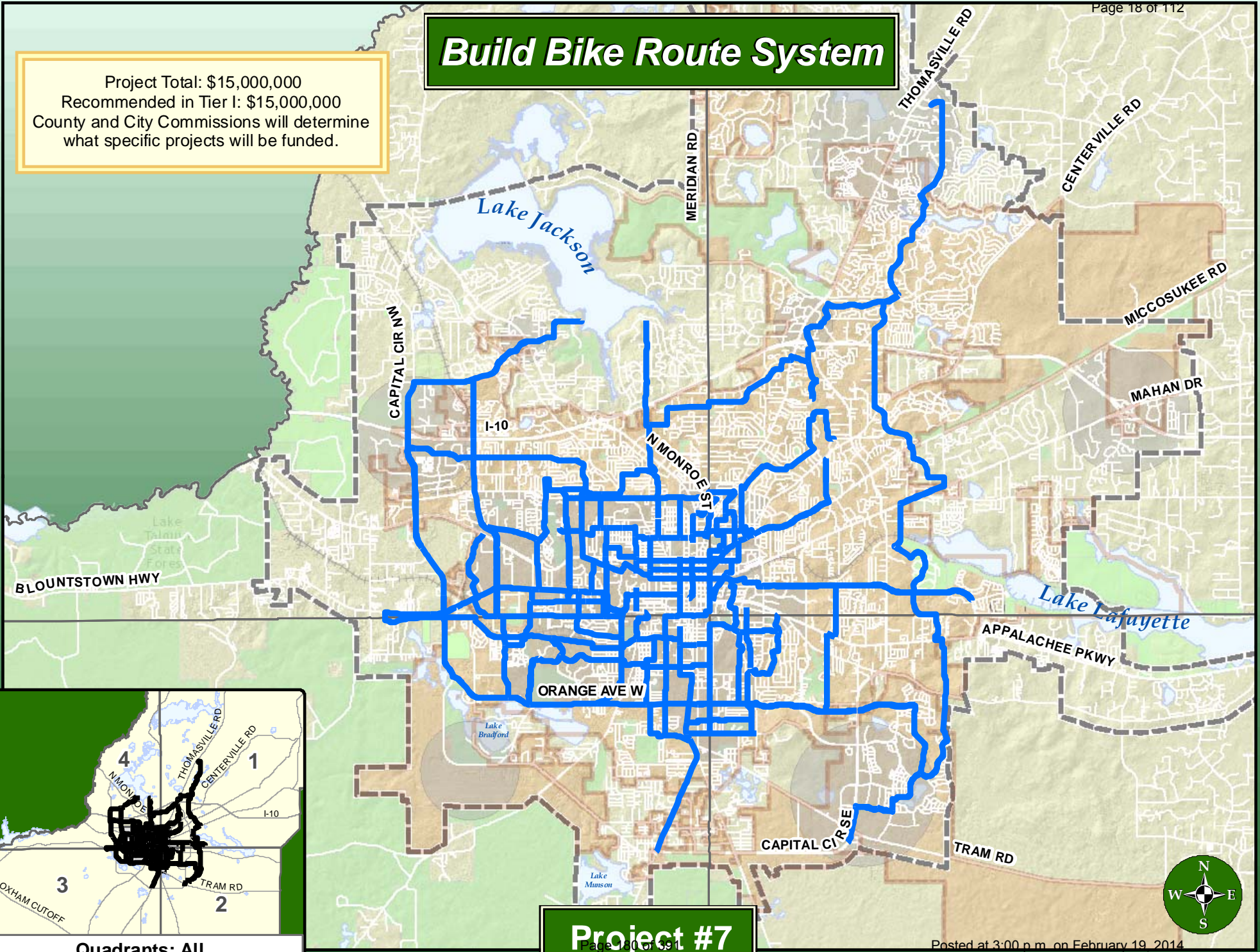
Routes have been planned throughout Leon County to promote both short trips within an area and longer trips traversing the County. The bicycle route network will connect various areas of the community via signed bicycle routes. The network will enhance recreational opportunities for residents and visitors by connecting trails, greenways, and transit service. Signage designating roadways as bicycle routes may also include directional information to surrounding attractions. A well developed bicycle route system also provides increased access to business and services, and is an amenity which can be attractive to many people looking to locate to the region. A safe, attractive system of bicycle facilities makes cycling more desirable as an alternative to driving, leading to less fuel usage, lower emissions, and better air quality. The proposed Bicycle Route System would implement numerous projects from the 2004 Bicycle and Pedestrian Master Plan, which were then carried into the Regional Mobility Plan and Mobility District Plan.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$15,000,000	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Build Bike Route System

Project Total: \$15,000,000
Recommended in Tier I: \$15,000,000
County and City Commissions will determine what specific projects will be funded.



Quadrants: All

Project #7

Page 18 of 112

Posted at 3:00 p.m. on February 19, 2014



Project Number: 8
Project Name: County/City Independent Sidewalk Projects

Committee Recommendations:

Tier I: \$50,000,000
Tier II: \$0

Estimated Project Cost: \$108,958,338

Project Cost Notes

On February 11, 2014, the Board of County Commissioners voted to equally allocate the sidewalk funding between the City and the County (\$25 million each) each. The County and City Commissions will determine what specific projects will be funded.

The Committee allocated \$50 million to sidewalk projects. The total cost for the completing the sidewalk network within the City of Tallahassee and Leon County is \$108,958,338. This project's costs do not include sidewalks that are part of other proposed Sales Tax Extension projects (such as projects that include sidewalks as part of completing a road network).

However, it should be noted that \$9 million of that is for a community request for sidewalks on both sides of streets in the Ox Bottom Manor neighborhood. These streets already have sidewalks on one side of the road. Another \$2.05 million is for a community request for sidewalks along Shamrock Way in Killlearn Estates, which already has sidewalks on one side of the road.

Executive Project Summary:

The sidewalk network is the first tier in our multimodal system. Its role is to safely and conveniently connect individual residences to schools, shopping and recreation, as well as to the collector and arterial system where transit is provided.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

This list includes 78 sidewalk projects from City and County priority lists, as well as those recommended to the Sales Tax Committee by members of the community. A list of each of these sidewalks is included in attachment #1.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$108,958,338	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Stand Alone Sidewalk Projects

Roadway	Segment	Improvement Type	Estimated Cost
Armistead Road	Thomasville Road to Woodgate Way	Bicycle Lanes/Sidewalk	\$7,417,800
Richview Road	Apalachee Parkway to Park Avenue	Bicycle Lanes/Sidewalk	\$6,698,250
Jim Lee Road	Magnolia Drive to Orange Avenue	Sidewalk	\$538,000
Springsax Road	Springhill Road to Pasco Street	Bicycle Lanes/Sidewalk	\$4,625,400
Bragg Drive	Parkridge Drive to South Adams Street	Sidewalk	\$587,000
Springsax Road	Ridge Road to Gailimore Drive	Sidewalk	\$390,000
Tanner Drive	Galimore Drive to Parkridge Drive	Sidewalk	\$318,000
Ridge Road	Springsax Road to Crawfordville Highway	Sidewalk	\$2,006,600
Woodward Avenue	St. Augustine Street to West Gaines Street	Sidewalk	\$94,600
Sixth Avenue East	Thomasville Road to North Magnolia Drive	Sidewalk	\$551,200
Sixth Avenue West	North Monroe Street to Old Bainbridge Road	Sidewalk	\$193,600
Jackson Bluff Road	Mabry Street to Hendry Street	Sidewalk	\$1,660,000
Central 10th Avenue	At Duval Street - North Monroe Street at Legion Street	Shared-use Path	\$125,000
Florida A&M University area	FAMU Way/Oakland Avenue from Martin Luther King JR Boulevard to South Monroe	Sidewalk and Intersection Improvements	\$734,000
Seventh Avenue East	Thomasville Road to Colonial Drive (North Side)	Sidewalk	\$1,200,000
Palmetto Street	Martin Luther King JR Boulevard to South Adams Street	Sidewalk	\$1,067,000
Meridian Street	Magnolia Street to Paul Russell Road	Bicycle Lanes/Sidewalk	\$2,294,788
Pasco Street	Wies Street to Orange Avenue	Sidewalk	\$294,800
Putnam Drive	South Adams Street to South Meridian Street	Sidewalk	\$502,400
East Park Avenue	South Calhoun Street to South Meridian Street	Sidewalk	\$141,200
Martin Luther King JR Boulevard	FAMU Way to Palmetto Street	Bicycle Boulevard/Sidewalk	\$5,336,500
North Duval Street	Fifth Avenue West to West Brevard Street	Sidewalk	\$383,200
Dewey Street	Rollins Street to Brevard Street	Sidewalk	\$331,600
Wies Street	Holton Street to Pasco Street	Sidewalk	\$119,400
Osceola Street	Martin Luther King JR Boulevard to South Adams Street	Sidewalk	\$203,000
South Belle Vue Way	Mabry Street to Hayden Road	Bicycle Lanes/Sidewalk	\$8,424,000
Centerville Road	Pimlico to Roberts Road	Sidewalk	\$950,000

Stand Alone Sidewalk Projects

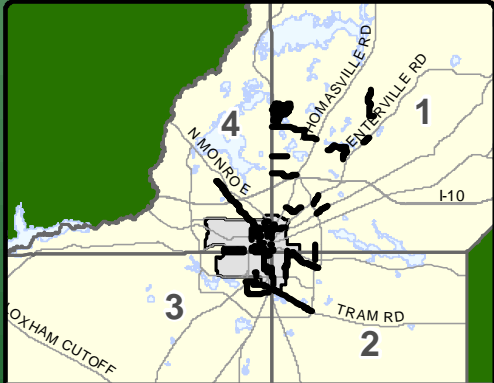
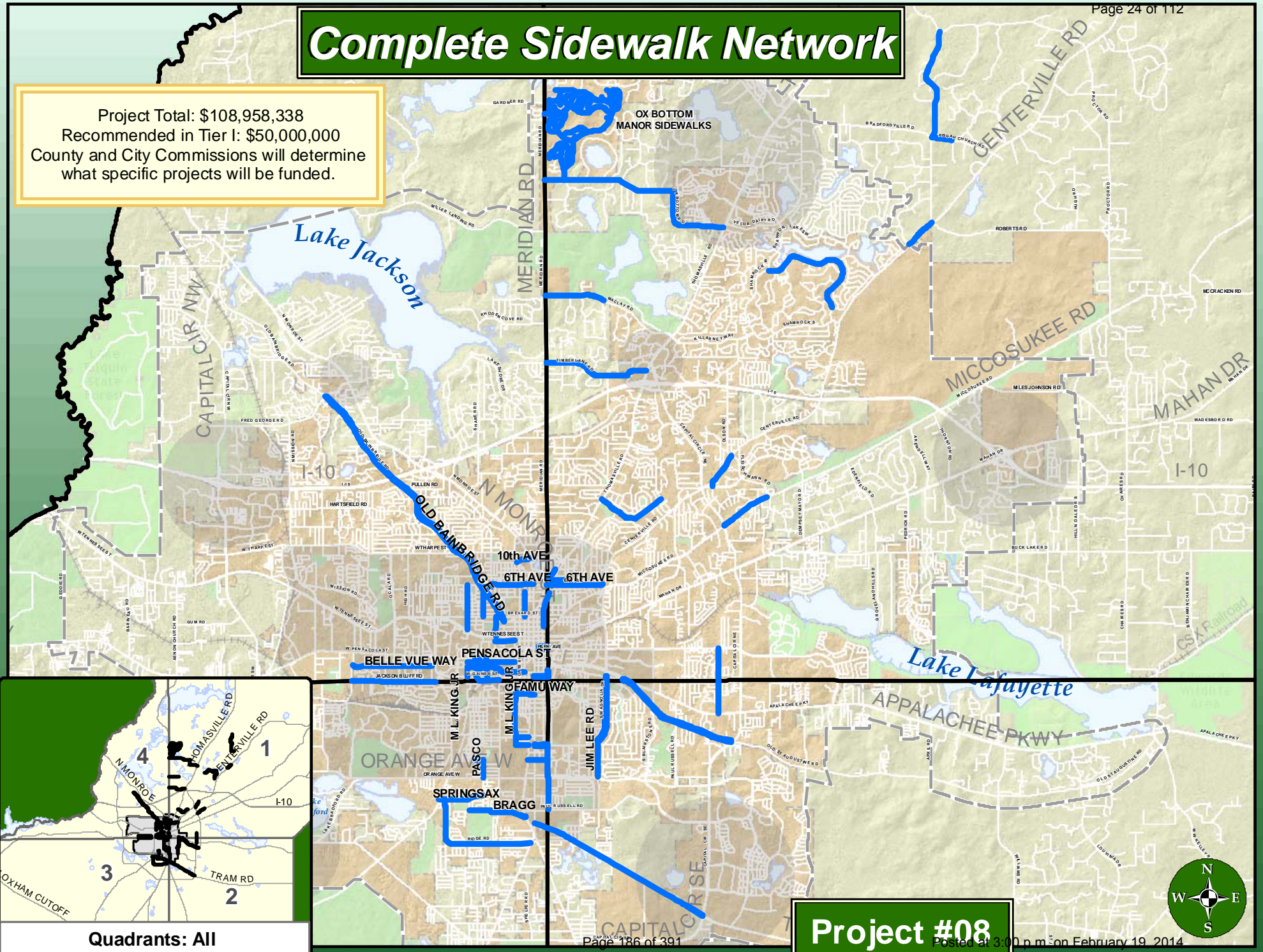
Roadway	Segment	Improvement Type	Estimated Cost
Centerville Road	Buford Boulevard to Fleischmann (East Side)	Sidewalk	\$800,000
Maclay	Meridian Road to City Limits	Sidewalk	\$1,980,000
Miccosukee Road	Capital Circle to Fleischman	Sidewalk	\$3,620,000
Ox Bottom Road	Meridian Road to Thomasville Road	Sidewalk	\$3,100,000
Timberlane Road	Meridian Road to Thomasville Road	Sidewalk	\$850,000
Tram Road	South Monroe street to Capital Circle	Sidewalk	\$2,550,000
Magnolia Drive	Lafayette to Toochin Nene (East Side)	Sidewalk	\$850,000
Magnolia Drive	Lafayette to Toochin Nene (West Side)	Sidewalk	\$850,000
Magnolia Drive	Toochin Nene to Hokolin Nene (East Side)	Sidewalk	\$500,000
Magnolia Drive	Toochin Nene to Hokolin Nene (West Side)	Sidewalk	\$500,000
Magnolia Drive	Hokolin Nene to Jim Lee Road (East Side)	Sidewalk	\$620,000
Magnolia Drive	Hokolin Nene to Jim Lee Road (West Side)	Sidewalk	\$620,000
Magnolia Drive	Monroe Street to Meridian Street (North Side)	Sidewalk	\$400,000
Magnolia Drive	Monroe Street to Meridian Street (South Side)	Sidewalk	\$400,000
Old St. Augustine	Indianhead to Blairstone (North Side)	Sidewalk	\$1,200,000
Old St. Augustine	Indianhead to Blairstone (South Side)	Sidewalk	\$1,200,000
Old St. Augustine	Blairstone to Paul Russell Road (North Side)	Sidewalk	\$800,000
Old St. Augustine	Blairstone to Paul Russell Road (South Side)	Sidewalk	\$800,000
Old St. Augustine	Paul Russell to Midyette (North Side)	Sidewalk	\$1,100,000
Old St. Augustine	Paul Russell to Midyette (South Side)	Sidewalk	\$1,100,000
Old St. Augustine	Midyette to Capital Circle (North Side)	Sidewalk	\$650,000
Old St. Augustine	Midyette to Capital Circle (South Side)	Sidewalk	\$650,000
Gadsden Street	Carolina Street to McDaniel Street (East Side)	Sidewalk	\$470,000
Gadsden Street	McDaniel street to Ingleside (East Side)	Sidewalk	\$530,000
Gadsden Street	Ingleside to East Seventh Avenue (East Side)	Sidewalk	\$390,000
Gadsden Street	East Seventh Avenue to East Ninth Avenue (East Side)	Sidewalk	\$330,000
Gaines Street	Monroe Street to Gadsden Street (North Side)	Sidewalk	\$200,000
Gaines Street	Monroe Street to Gadsden Street (South Side)	Sidewalk	\$100,000
Gaines Street	Gadsden Street to Lafayette Street (North Side)	Sidewalk	\$100,000
Gaines Street	Gadsden Street to Lafayette Street (South Side)	Sidewalk	\$100,000

Stand Alone Sidewalk Projects

Roadway	Segment	Improvement Type	Estimated Cost
Greenville Road	Pisgah Church Road to Proctor Road (West Side)	Sidewalk	\$3,300,000
Old Bainbridge Road	Georgia Street to Brevard Street (East Side)	Sidewalk	\$225,000
Old Bainbridge Road	Georgia Street to Brevard Street (West Side)	Sidewalk	\$225,000
Old Bainbridge Road	Brevard Street to Interstate 10 (East Side)	Sidewalk	\$4,470,000
Old Bainbridge Road	Brevard Street to Interstate 10 (West Side)	Sidewalk	\$4,410,000
Old Bainbridge Road	Interstate 10 to Fred George Road (East Side)	Sidewalk	\$3,000,000
Old Bainbridge Road	Interstate 10 to Fred George Road (West Side)	Sidewalk	\$3,000,000
Pisgah Church Road	West end of existing trail to Greenville Road	Sidewalk	\$230,000
Ox Bottom Manor Sidewalks	Roadways within and surrounding the Ox Bottom Manor Neighborhood	Sidewalk on other sides of roads (Sidewalks exist on one side)	\$9,000,000
Call Street	Copeland to Martin Luther King Jr. Boulevard (South Side)	Sidewalk	\$400,000
St. Augustine Street	Woodward Avenue to South Macomb Street (North Side)	Sidewalk	\$775,000
St. Augustine Street/Madison Street	Railroad Avenue to Duval Street (South Side)	Sidewalk	\$525,000
East Pensacola Street	Woodward Avenue to FSU College of Law (North Side)	Sidewalk	\$850,000
Gay Street	Gaines Street to Jefferson Street	Sidewalk	\$240,000
Collier Street	St. Augustine Street to Madison Street	Sidewalk	\$75,000
Lorene Street	Jefferson Street to St. Augustine Street	Sidewalk	\$200,000
North Woodward Avenue	Alabama Street to Brevard Street	Sidewalk	\$675,000
North Woodward Avenue	West Tennessee Street to Brevard Street (East Side)	Sidewalk	\$275,000
North Copeland Street	Brevard Street to West Tennessee Street (East Side)	Sidewalk	\$400,000
South Copeland Street	St. Augustine Street to Madison Street	Sidewalk	\$80,000
Shamrock Way	Tralee Road to W. Shannon Lakes Drive	Sidewalk	\$2,056,000
Total			\$108,958,338

Complete Sidewalk Network

Project Total: \$108,958,338
Recommended in Tier I: \$50,000,000
County and City Commissions will determine what specific projects will be funded.



Quadrants: All

Project #08

Project Number: 9 & 37

Project Name: Implement Greenways Master Plan

Committee Recommendations:

Tier I: \$15,803,622

Tier II: \$4,196,378

Estimated Project Cost: \$19,203,400

Project Cost Notes

On February 11, 2014 the Board of County Commissioners voted to fund the project at \$15,803,622 in Tier I and \$4,196,378 in Tier II in order to balance the "green" (environmental projects) with the "gray" (transportation projects). The County and City Commissions will determine what specific projects will be funded.

This project calls for \$19,203,400 to complete many of the remaining Greenways Master Plan projects. This project's cost does not include greenways that are part of other Sales Tax Projects.

In addition, the Committee moved \$500,000 for Lake Lafayette Basin Improvements/ Floodplain Protection and Eastgate Neighborhood Park/ Greenspace (Project #37) into this project.

Executive Project Summary:

The Greenways Master Plan goal is two-fold; first, to protect sensitive lands within Leon County, and second, to provide recreational access to these lands. The Master Plan already provides some of the most beautiful and treasured recreational opportunities in the area, and is already a tourism destination for some. In fact, the City is starting to have the nickname "Trailhassee." This project completes many of the remaining Greenways Master Plan projects and interconnects them via the Bike Route system for a comprehensive Countywide system.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

The greenways included in this project are outlined in Attachment #1.

On September 26, 2013, the Committee moved Project #37 (Lake Lafayette Basin Improvements/ Floodplain Protection and Eastgate Neighborhood Park/ Greenspace) out of the Project #49 (Water Quality/Stormwater Funding) list of projects and into Project #9 (Implement Greenways Master Plan).

The Project #37 greenway system improvements will provide bicycle and pedestrian linkages between Timberlane Ravine and Goose Pond, extending to Tom Brown Park via Weems Pond at Mahan Drive and Capital Circle, NE. An additional greenway element is proposed to provide an alternative route from Tom Brown Park via Goose Pond to Maclay State Gardens. The development of trail crossings will be required.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$19,203,400	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Revised Costs for Greenway Master Plan Projects

GREENWAY PROJECT	EST. COST
Dr. Charles Billings Greenway	\$730,800
Southwood Greenway	\$1,080,200
Buck Lake Greenway	\$1,797,600
Centerville Greenway	\$1,484,400
I-10 Greenway	\$1,528,800
Killearn Greenway	\$417,000
St. Marks Connector Trail	\$442,800
San Luis Greenway	\$553,800
Lake Ella Connector Trail	\$169,200
Tram Road Greenway	\$997,200
Bradford Brook Chain of Lakes Greenway	\$1,201,200
Fern Trail	\$126,720
Goose Pond Trail	\$568,080
Campbell Pond Greenway	\$1,774,800
Black Swamp Greenway	\$223,200
Southwest Sector Greenway	\$994,800
Meridian Greenway	\$1,612,800
Phipps Greenway	\$756,000
Ft. Braden Greenway	\$660,000
Thomasville Road Greenway	\$979,200
FAMU Greenway	\$604,800
Eastgate Neighborhood Park/Greenspace (Project #37)	\$500,000
TOTAL	\$19,203,400

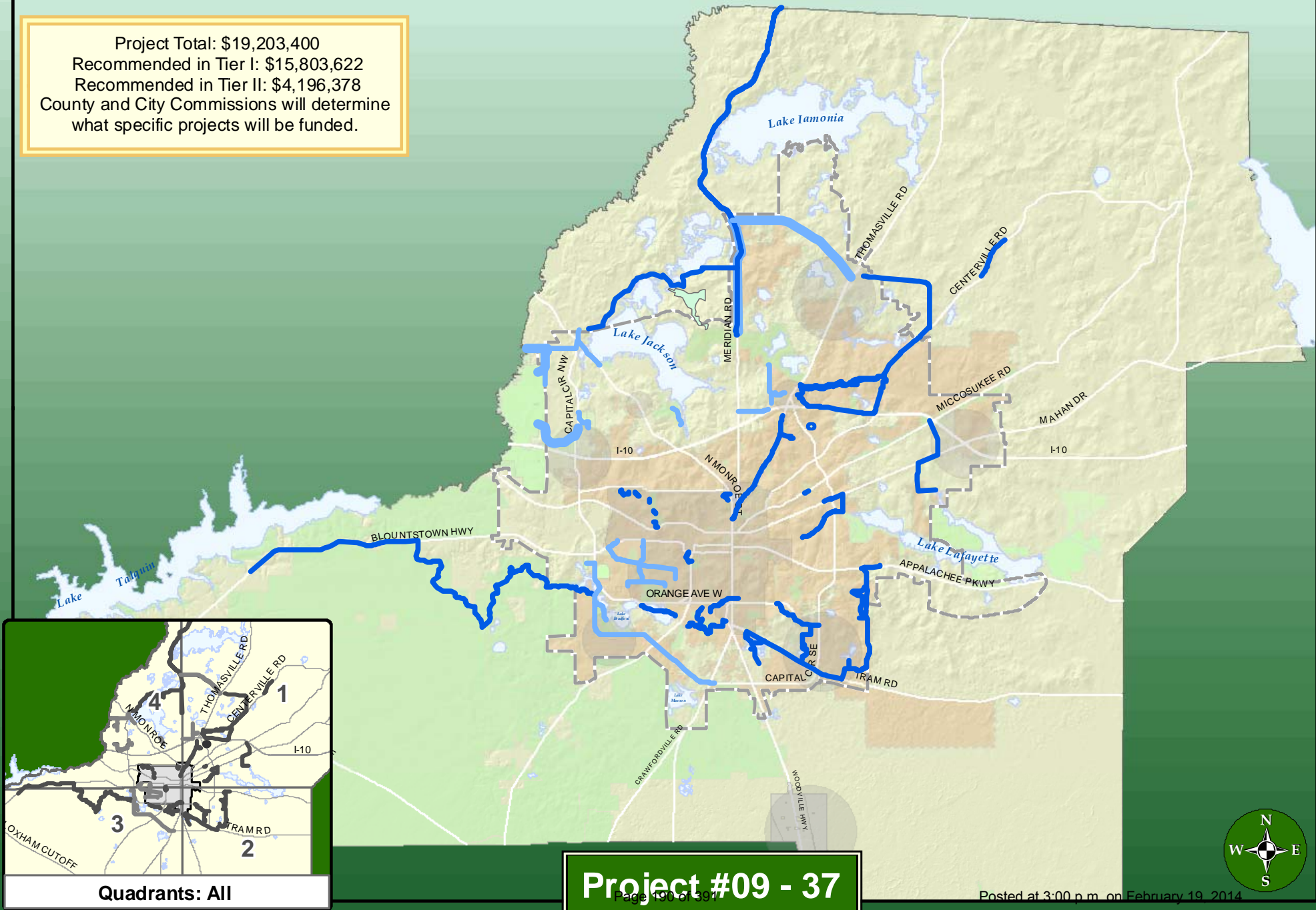
Greenways Included in Other Sales Tax Projects	EST. COST
Capital Circle SW Greenway - Project #1	\$2,155,200
University Greenway - Project #2	\$1,936,800
Northwest Greenway - Project #10	\$1,154,000
Lafayette Greenway - Project #11	\$10,316,640
Pine Flats Greenway - Project #12	\$4,933,200
Timberlane Greenway - Project 14	\$484,800
Bannerman Trail - Project #26	\$1,777,200
Lake Jackson Greenway (Okeeheepkee Trail) - Project #44	\$109,200
TOTAL	\$22,867,040

Total Cost to implement the 2013 Tallahassee-Leon County
Greenway Master Plan

\$42,070,440

Implement Greenways Master Plan

Project Total: \$19,203,400
Recommended in Tier I: \$15,803,622
Recommended in Tier II: \$4,196,378
County and City Commissions will determine what specific projects will be funded.



Project #09 - 37

Posted at 3:00 p.m. on February 19, 2014

Project Number: 10
Project Name: Northwest Connector Corridor

Committee Recommendations:

Tier I: \$53,184,800
Tier II: \$0

Estimated Project Cost: \$53,184,800

Project Cost Notes

The estimated \$50 million for Tharpe Street construction includes floodplain management and right of way costs.

Trail costs associated with this project are identified in the Greenways Master Plan.

Executive Project Summary:

Tharpe Street, a Significant Benefits project, is an existing two lane non-descript roadway and is the key east/west corridor between Tennessee Street and Interstate 10 and has been identified as a significant benefits project. The existing roadway is frequently congested and does not safely support any other modes of transportation except the car. Creating a means of multimodal transportation is crucial for this corridor as it is not only used by commercial and industrial businesses but it also serves a high student population.

To date the County has spent approximately \$2.77 million and 5 ½ years to complete the PD&E Study and developed 60% Design Plans for Tharpe Street improvements from Capital Circle to Ocala Road. The planning will be updated, then the remaining design work, permitting, and right of way acquisition will need to be completed before construction can begin on this transportation corridor. The enhancements to the road network are vital to support the full potential for economic activity in this commercial corridor.

In addition, the two streams crossed by Tharpe Street overwhelm the drainage culverts during heavy storms, flooding the adjacent private property. The roadway project also addresses the flooding issues along Tharpe Street and improves stormwater treatment. The pedestrian and bike connections will then extend north along Capital Circle NW to the Talquin State Forest and the new Fred George Greenway, a Blueprint 2000 project, greatly improving access to the County parks on Tower Road and Stoneler Road as well. Finally, the project develops the Park Place Recreational Area by constructing two ball fields with restroom, concession stand, and playground.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

The Northwest Connector Corridor project proposed improvements include the following:

- Widen Tharpe Street to four lanes from Ocala Road to Capital Circle Northwest with landscaped medians, sidewalks and bike lane. This project supports the Capital Regional Transportation Planning Agency's long range plan of facilitating east west modal movements, enhancing the vibrancy of the

western portion of Tallahassee, and promoting multimodal transportation and regional connectivity.

- Construct landscape medians east from Ocala Road to Monroe Street.
- Provide enhancements for public transportation.
- Stormwater upgrades will address flooding issues for commercial property at the two major stream crossings, and provide water quality treatment to improve conditions for downstream parks and greenways. The western stream flows into Gum Swamp, a County-sponsored wetland restoration effort. The eastern stream joins the stream from San Luis Park to become the West Drainage Ditch, becoming the major water feature for the University Greenway downstream.
- Interconnect existing amenities such as Mission San Luis and address connectivity gaps to proposed Park Place Recreational Area, Fred George Park, Stoneler Park and Tower Road Landing. This project provides connectivity between the amenities located on Capital Circle and several within the central core of the city therefore enabling connections to Lake Ella, Martha Wellman Park and the proposed regional activity center of Hopkins Crossing and Park Place. The addition of the multi-use trail south of San Luis Mission Park to Mission San Luis will provide connectivity for high density residential neighborhood to the existing and proposed pedestrian/bike network.

This project adds almost eight miles of additional trail and sidewalk connectivity between Ocala Road and Mission San Luis northwest through the Park Place PUD to the Talquin State Forest and the Fred George Park, and east again toward the Lake Jackson Library. This connectivity will allow regional travel for bicycles and pedestrians and provide an efficient connection between the NE to the NW with interconnection to existing pedestrian and bike networks.

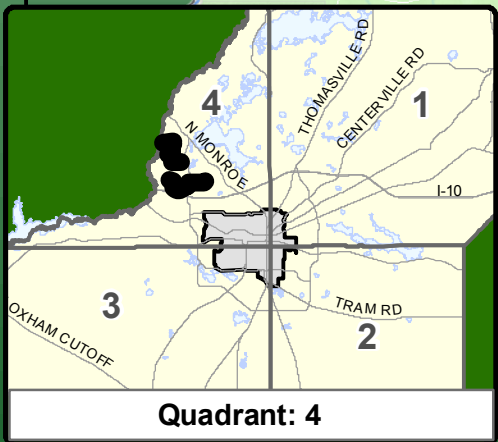
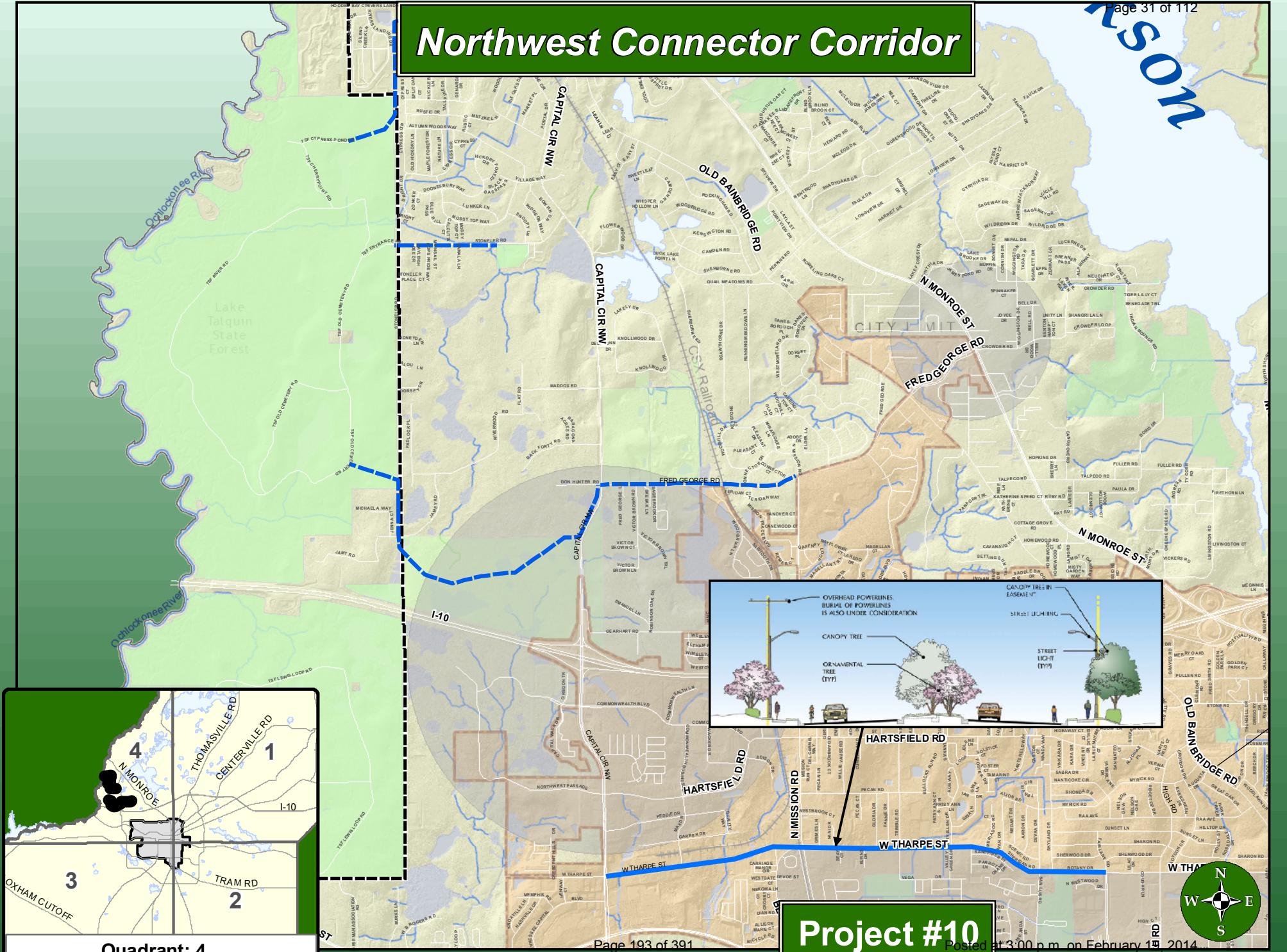
- Develop the Park Place Recreational Area by constructing two ball fields with restroom, concession stand, and playground.
- Construct sidewalks along Fred George Road to connect the Fred George Greenway with the renovated Huntington Oaks Plaza and Lake Jackson Branch Library.

Cost By Themes

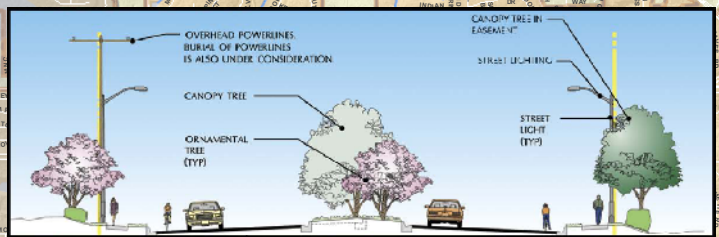
\$50,000,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$2,784,800	Connectivity
	Economic Vitality
\$400,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Northwest Connector Corridor

WILSON



Quadrant: 4



Project #10

Posted at 3:00 p.m. on February 14, 2014.

Project Number: 11
Project Name: Lake Lafayette & St. Marks Regional Linear Park

Committee Recommendations:

Tier I: Water Quality Bucket*
Tier II: \$13,616,640

Estimated Project Cost: \$15,816,640

Project Cost Notes

On February 11, 2014, the Board of County Commissioners moved to include the entire project in Tier I. By moving the entire project to Tier I, the stormwater aspect (\$2.2 million) of the project has been removed from Project 49: Water Quality/Stormwater Funding.

The Committee recommended that \$13,616,640 be placed into Tier II for connectivity and recreation amenities.

*In addition, the Committee recommended that the stormwater aspect of this project (\$2,200,000) be placed into Project #49: Water Quality and Stormwater Funding.

The trail expenses are based on the Greenways Master Plan.

Executive Project Summary:

This project provides connectivity by linking the public recreation lands that encompass more than 7,200 acres east of Capital Circle SE with trails and board walks, many of which are identified in the Greenway Master Plan.

Additional recreational facilities will be constructed at Tom Brown Park and the St. Marks Headwaters. Ecosystem restoration will be achieved through stream restoration, stormwater retrofit, and exotic/invasive plant management on the public lands. Critical floodwater analysis of the St. Marks River and Lafayette Basin system will assist residents as well as protect the proposed facilities. Stormwater treatment will be pursued for the tributary to Upper Lake Lafayette flowing through Tom Brown Park as well as incorporate ecosystem restoration through the removal of invasive and exotic vegetation.

The project also funds the construction of the additional ball fields at Tom Brown Park, provided that the land is conveyed to the County from the federal government. Congressman Southerland recently filed a bill requesting that 9 acres of the Federal Correctional Institute property be conveyed from the Bureau of Prisons to Leon County for use for additional recreational space.

Finally, this project conducts a critical analysis of the floodwaters generated in the St. Marks and Lafayette basins which as the potential to provide flood insurance relief to property owners east of Chaires Crossroad.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

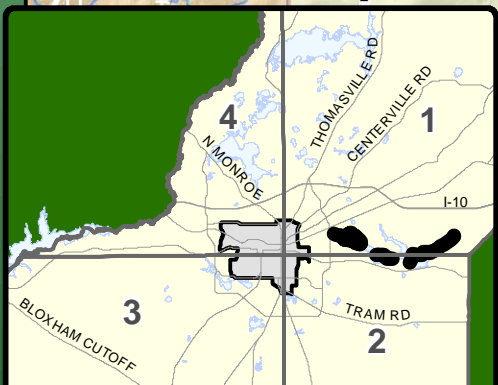
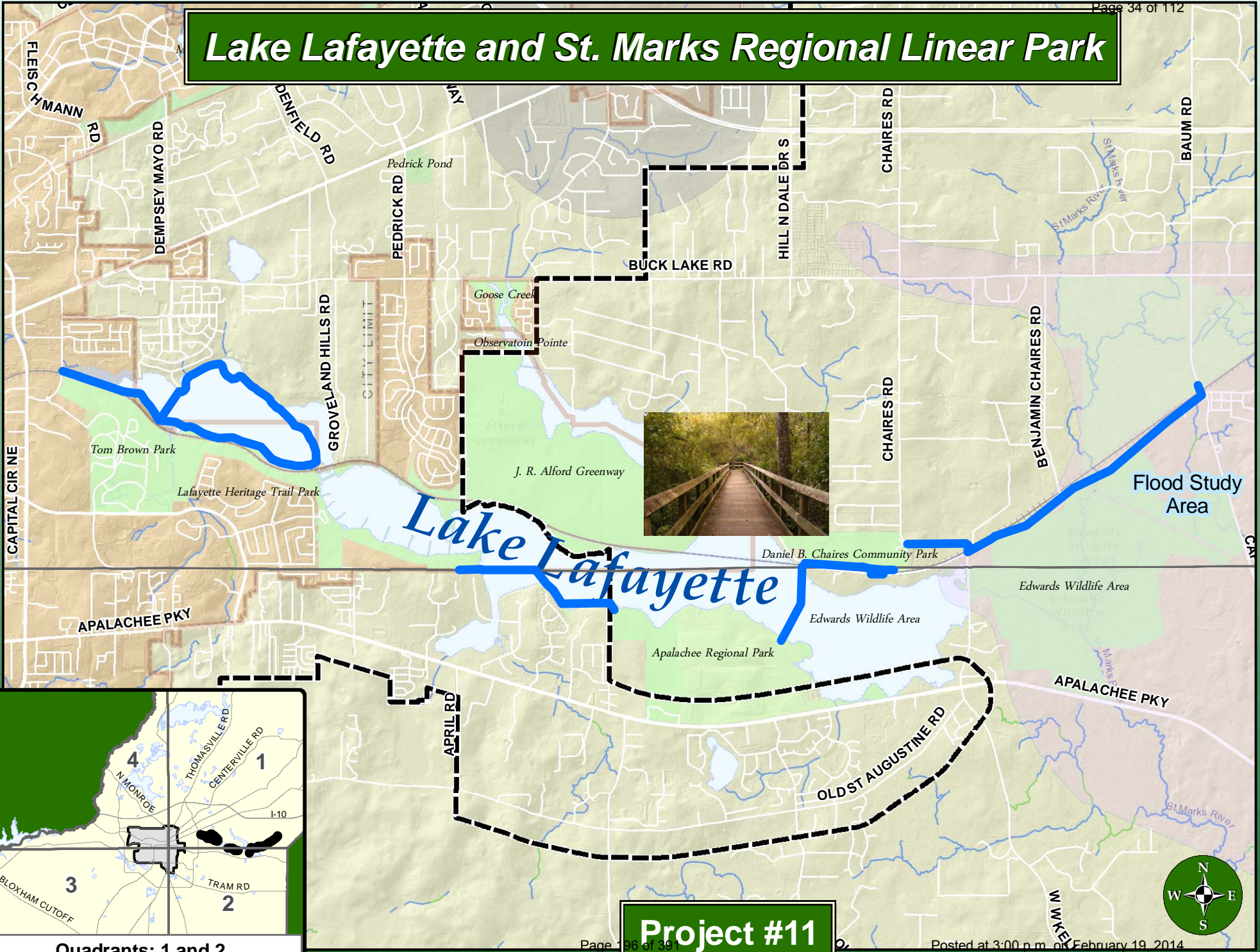
The proposed improvements for this project include the following:

- Providing off-road trails from Upper Lake Lafayette to St. Marks Headwaters.
- Adding stormwater treatment facilities in Tom Brown Park.
- Construction of boardwalk across the lake from the Apalachee Regional Park will provide access to Lower Lake Lafayette wetlands. This project provides critical connectivity by linking Upper Lake Lafayette east to the St. Marks Headwater with trails and board walks. The construction of a boardwalk spanning the lake from the Apalachee Regional Park north to the Road to the Lake and ends at the Lake landing provides unprecedented access to the unique Lower Lake Lafayette wetlands.
- Construction of Goose Creek Trailhead and link to Nusbickel site;
- Trailhead enhancements in the St. Marks Headwaters include parking, canoe launching and educational features. This project significantly advances the implementation of the Lake Lafayette Greenway and the St. Marks Greenways identified in the Master Plan.
- Construction of additional ball field at Tom Brown Park.
- Analysis of floodwaters generated in the St. Marks and Lafayette basins to protect proposed improvements. This project conducts critical analysis of the floodwaters generated in the St. Marks and Lafayette basins to protect the residents in this area, and properly place the proposed amenities. The study also has the potential to provide flood insurance relief to property owners east of Chaires Crossroad.
- Ecosystem restoration by linking City, County, State, and Federal property and removing exotic and invasive vegetation during the construction of the trail network.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$2,200,000	Environmental/Water Quality
\$10,316,640	Connectivity
	Economic Vitality
\$3,300,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Lake Lafayette and St. Marks Regional Linear Park



Quadrants: 1 and 2

Project #11



Project Number: 14

Project Name: Market District Activity Center Connectivity

Committee Recommendations:

Tier I: \$9,400,000

Tier II: \$0

Estimated Project Cost: \$9,400,000

Project Cost Notes

This project includes elements seen both in the City and County proposed projects, as well as improvements suggested by the citizens who work and live in the District. All of these suggestions are consistent with the adopted Action Plan.

Executive Project Summary:

This project implements major elements of the Market District Corridor Placemaking Action Plan and includes the following objectives:

Activities, Events, & Community

- Create a visual edge for the district through gateways and branding
- Make the District a Regional Destination
- Create an aesthetically attractive district
- Support and Strengthen local business

Infrastructure & Public Amenities

- Create an interconnected district that links businesses and neighborhoods
- Reclaim or create new public spaces
- Improve traffic safety for all users

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

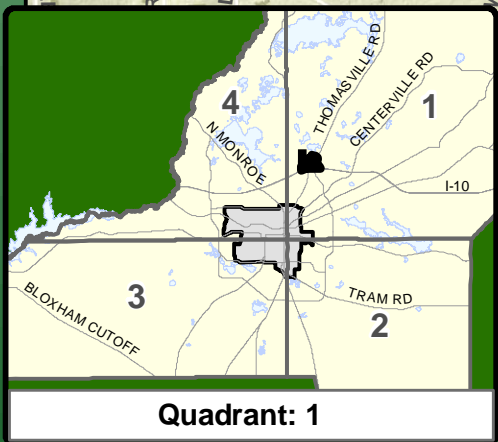
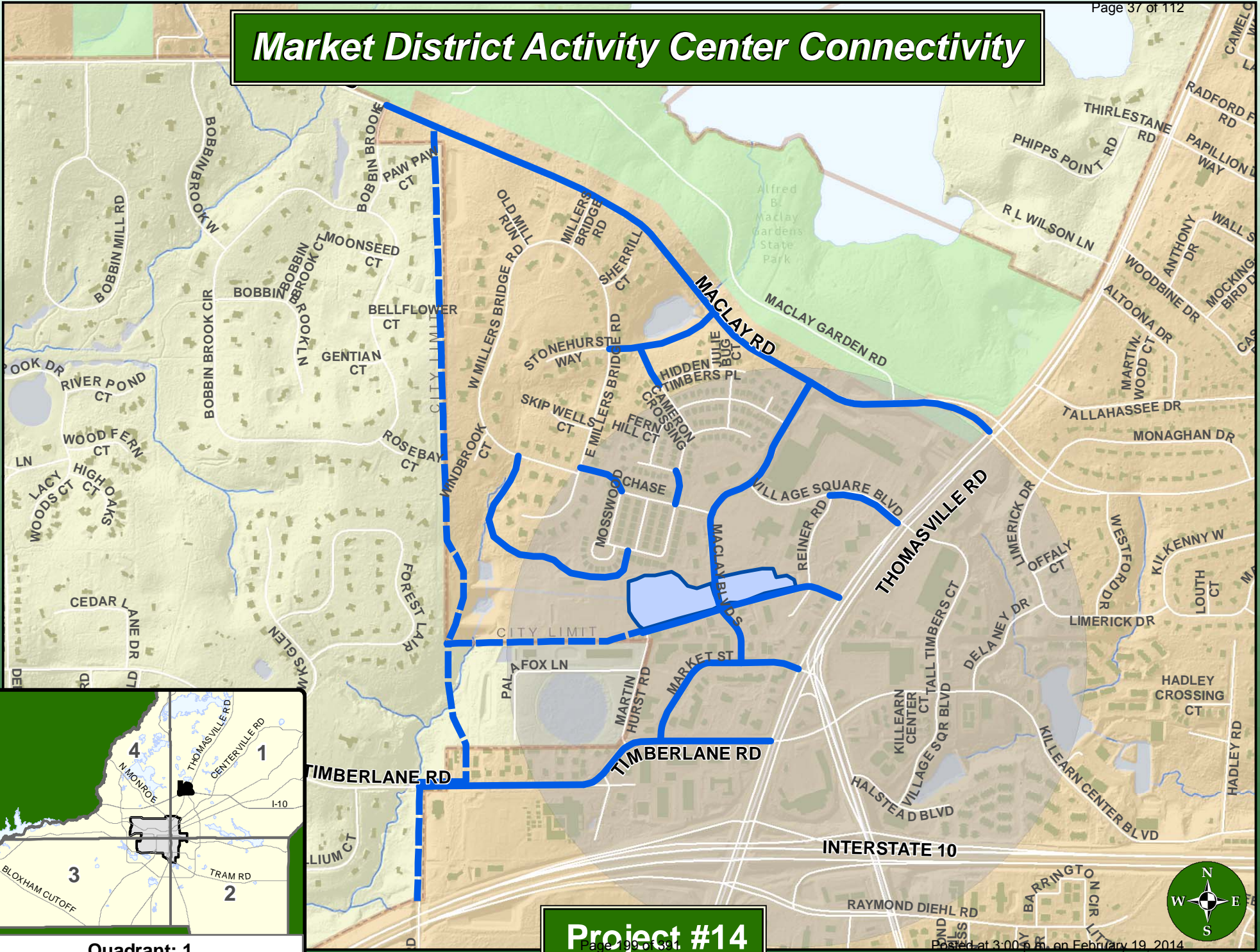
Detail Project Description

- Stormwater ponds would be retrofit as amenities with park facilities & parking (\$2.1 million)
- Pedestrian safety and streetscaping would be implemented along Timberlane Road, Maclay Boulevard, and Market Street. This would likely include several roundabouts at key intersections (\$4.4 million)
- Missing links of sidewalks & trails would be added to connect residential areas to parks, schools, and commercial areas. Sidewalks include along Maclay Road, on the south side of Village Square Boulevard, and on Timberlane School Road connecting to Live Oak Plantation. Trails would include a north-south multiuse connection from Timberlane Road to Maclay Gardens State Park, an eastward connection to Maclay Boulevard, and neighborhood connections. (\$2.9 million)

Cost By Themes

	Regional Mobility/Transportation
\$4,400,000	Sense of Community
	Environmental/Water Quality
\$2,900,000	Connectivity
	Economic Vitality
\$2,100,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Market District Activity Center Connectivity



Quadrant: 1

Project #14



Project Number: 15
Project Name: Midtown Placemaking

Committee Recommendations:

Tier I: \$22,000,000
Tier II: \$0

Estimated Project Cost: \$22,000,000

Project Cost Notes

N/A

Executive Project Summary:

This project implements major elements of the Midtown Placemaking Plan and includes the following objectives:

Activities, Events, Community

- Create a Midtown brand that will help form a visual district edge.
- Promote the arts through Murals, Music, Fashion, and Cuisine.
- Relieve parking complications and nuisances.
- Identify ways to support local business!

Infrastructure, Amenities, Urban Form

- Support urban infill and mixed use buildings for live, work and play.
- Create a walkable and bikable community.
- Reclaim or create new public spaces.
- Improve traffic safety for all users.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

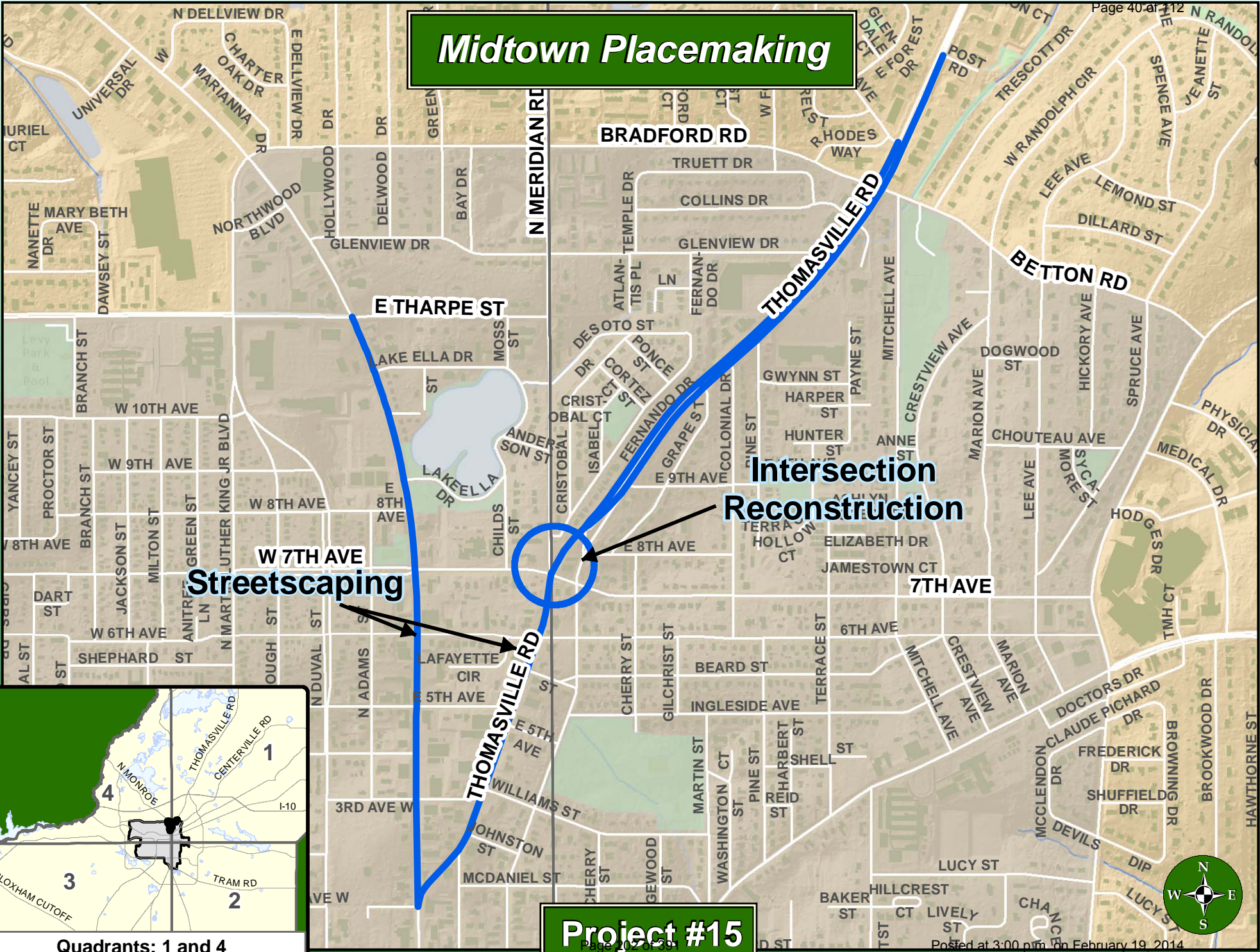
Intersection Improvements at 5 Points = \$3 million
Monroe Streetscaping = \$8 million
Thomasville Road Streetscaping (Post to Grape) = \$7 million
Thomasville Road Streetscaping (7th to Monroe) = \$8 million

Streetscaping estimates include treatments that can be seen on the reconstructed Gaines Street, such as wider sidewalks, enhanced crosswalks, benches, lighting, landscaping, and signage.

Cost By Themes

	Regional Mobility/Transportation
\$22,000,000	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

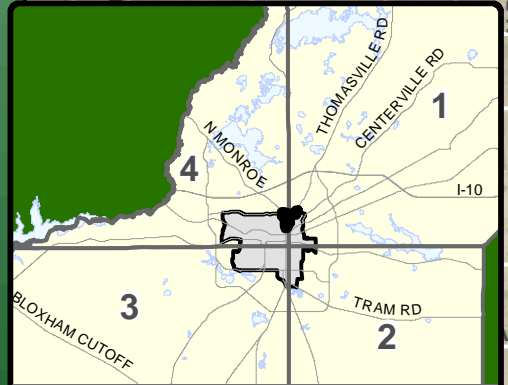
Midtown Placemaking



Streetscaping

Intersection Reconstruction

Project #15



Quadrants: 1 and 4



Project Number: 17
Project Name: College Avenue Placemaking

Committee Recommendations:

Tier I: \$7,000,000
Tier II: \$0

Estimated Project Cost: \$7,000,000

Project Cost Notes

N/A

Executive Project Summary:

Located in the heart of Downtown near Florida State University, the College Avenue Placemaking Action Plan supports investment another “destination district” in our community. The goal is to redevelop the College Park District to meet its fullest potential as a distinguishable and vibrant urban space that attracts people to live and visit, while honoring its history and prominent location between the City and the University.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

This placemaking area is bound by Tennessee Street to the north, Madison Street to the south, Duval Street to the east and Copeland Street to the west.

The Action Plan was developed by FSU Urban and Regional Planning Department in coordination with key stakeholders, including the City of Tallahassee, Leon County, Florida State University, Sigma Chi Development Corporation, the Greek Alumni Association, and local property owners.

The Plan seeks to unify the interests of a broad spectrum of stakeholders ranging from private developers, the City of Tallahassee, the area’s universities, Greek organizations, its local business owners, and more. The Plan achieves this by identifying four strategies critical to the redevelopment of the College Park District: Enhance Comfort & Image, Upgrade Infrastructure, Improve Transportation Facilities, and Encourage Infill Development.

These strategies would be supported by streetscaping along College Avenue, Park Avenue, and Macomb Street; the creation of pedestrian walkways to connect the Civic Center, Main Campus, Law School and Downtown; as well as signage, intersection improvements and filling in missing sidewalk links.

Cost By Themes

	Regional Mobility/Transportation
\$7,000,000	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

SALES TAX PROJECTS

Project Number: 19
Project Name: Florida A & M Entry Points

Committee Recommendations:

Tier I: \$1,500,000
Tier II: \$0

Estimated Project Cost: \$16,500,000

Project Cost Notes

The Committee allocated \$1.5 million for the following FAMU entry points:

1. Traffic Signal at Palmer Avenue and Adams Street (\$500K)
2. Upgrade intersection improvements at Osceola Street and Adams Street (\$500K)
3. Upgrade intersection improvements at Perry Street and Gamble Street (\$500K)

The Committee agreed not to recommend funding for FAMU Way upgrades from Monroe St. to MLK Blvd.

Executive Project Summary:

Improve the aesthetics of the road infrastructure and intersections accessing FAMU. Improvements should include such elements as monument signs at major entries, tree lined streets, wider sidewalks, signalized intersections with appropriate left turn signals, and pedestrian level lighting.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input checked="" type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

Install a traffic signal with protected turning phases at the intersection of Palmer Avenue and Adams Street as this intersection. Aesthetically upgrade the intersections of Osceola/Adams Streets and Perry/Gamble Streets as these are high profile entries unto FAMU.

Cost By Themes

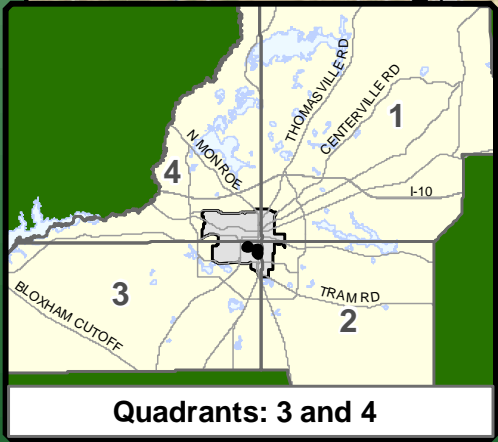
\$1,500,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Florida A & M Entry points

GAMBLE ST. & PERRY ST.
INTERSECTION ENHANCEMENT

E. PALMER AVE. & W. PALMER AVE.
LEFT TURN SIGNAL TO ALLOW
ACCESS TO FLORIDA A&M
UNIVERSITY ENTRANCE

OSCEOLA ST. & ADAMS ST.
INTERSECTION ACCESS
IMPROVEMENTS



Quadrants: 3 and 4

Project #19



Project Number: 22

Project Name: Monroe-Adams Corridor Placemaking

Committee Recommendations:

Tier I: \$7,000,000

Tier II: \$0

Estimated Project Cost: \$7,000,000

Project Cost Notes

N/A

Executive Project Summary:

This project implements major elements of the Monroe-Adams Corridor Placemaking Action Plan and includes the following objectives:

Build Place

- Make safe, comfortable streets for pedestrians, transit users, and cyclists, and a suitable gateway to the Capital City
- Improve the appearance, comfort and safety of public streets and private property
- Encourage urban infill and mixed-use buildings.

Promote Place

- Inform the public of business incentives, redevelopment assistance, Codes, and Code Enforcement
- Support local business and bring in new business.

Make Places Within

- Implement an initial Placemaking Project (in progress, Palmer Avenue)
- Follow with similar improvements to all east-west streets in the Corridor

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

Monroe Street Medians (Oakland to Magnolia) = \$2 million

Streetscape Improvements (similar to Palmer Avenue), with sidewalks, lighting, signage, landscaping, underground utilities, and street parking (where possible)

- Harrison Street = \$1 million
- Pershing Street = \$1 million
- Jennings Street = \$1 million
- Perkins Road = \$1 million
- Kestner Street = \$1 million

Cost By Themes

	Regional Mobility/Transportation
\$7,000,000	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Project Number: 23

Project Name: Orange/Meridian Placemaking

Committee Recommendations:

Tier I: \$4,100,000

Tier II: \$0

Estimated Project Cost: \$4,100,000

Project Cost Notes

This project cost includes right-of-way costs for stormwater improvements.

Executive Project Summary:

This Orange/Meridian Placemaking project revitalizes the commercial area from Orange Avenue north to the Town South shopping center. A StarMetro SuperStop will be constructed with covered seating and bus bays at the intersection of Orange Avenue and Meridian Road to support this high ridership area. The East Drainage Ditch improvements enhance stormwater management for new and existing development. The existing stormwater facility south of Orange Avenue will be incorporated into a park-like amenity for the area.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input checked="" type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

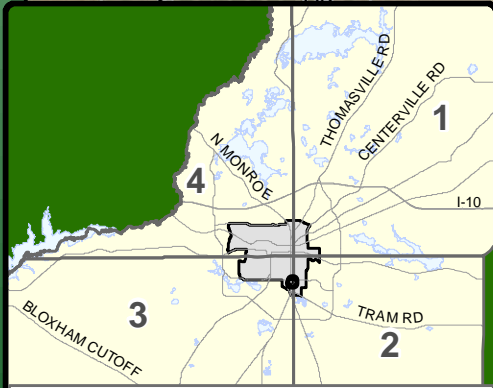
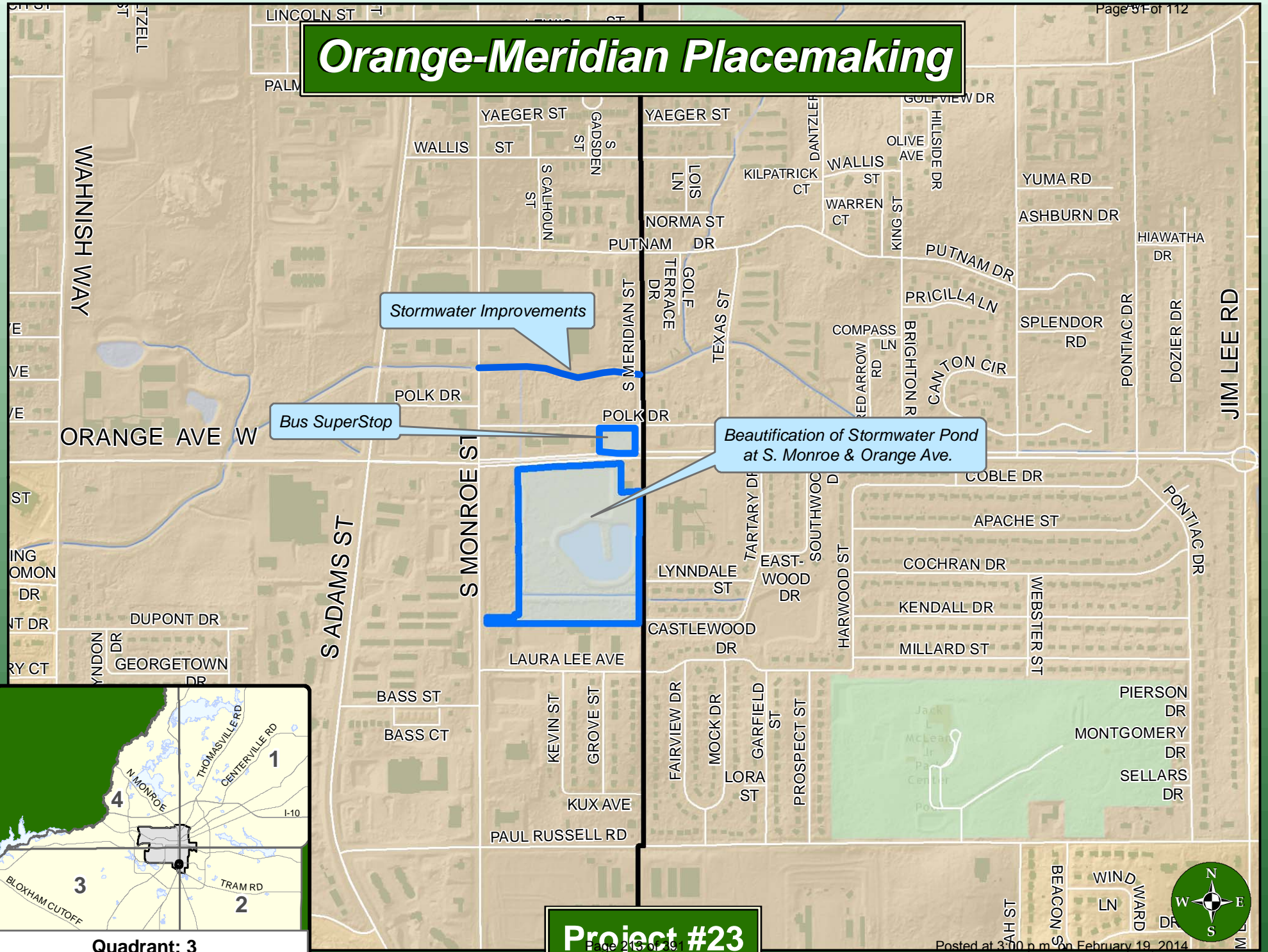
The Orange/Meridian Placemaking project proposed improvements include the following:

- SuperStop will include two bus bays each on Orange Avenue and Meridian Road. Off street parking is provided, and covered seating will extend from the roof-line of a building constructed at this location.
- Stormwater improvements along the East Drainage Ditch include treatment facilities for new development and enclosure of a portion of the ditch to improve access between the Town South shopping center and the new development. Flood level reductions will allow for new development north of Polk Drive.
- Compensating floodplain south of Orange Avenue will be incorporated into a park-like amenity with new plantings and walking trails.

Cost By Themes

\$1,000,000	Regional Mobility/Transportation
	Sense of Community
\$3,100,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Orange-Meridian Placemaking



Quadrant: 3

Project #23

Page 215 of 191

Posted at 3:00 p.m. on February 19, 2014



Project Number: 24
Project Name: Beautification and Improvements to the Fairgrounds

Committee Recommendations:

Tier I: \$12,000,000
Tier II: \$0

Estimated Project Cost: \$12,000,000

Project Cost Notes
N/A

Executive Project Summary:

Currently, the Fairgrounds site is significantly underutilized in terms of uses and intensities. This project intends to provide the necessary infrastructure that will allow the Fairgrounds activities to be repositioned on the site while allowing for a mixture of land uses and intensities.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input checked="" type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

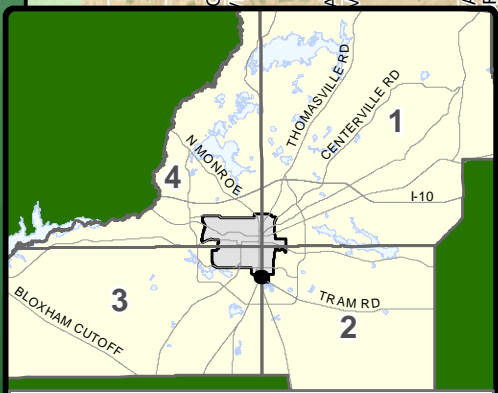
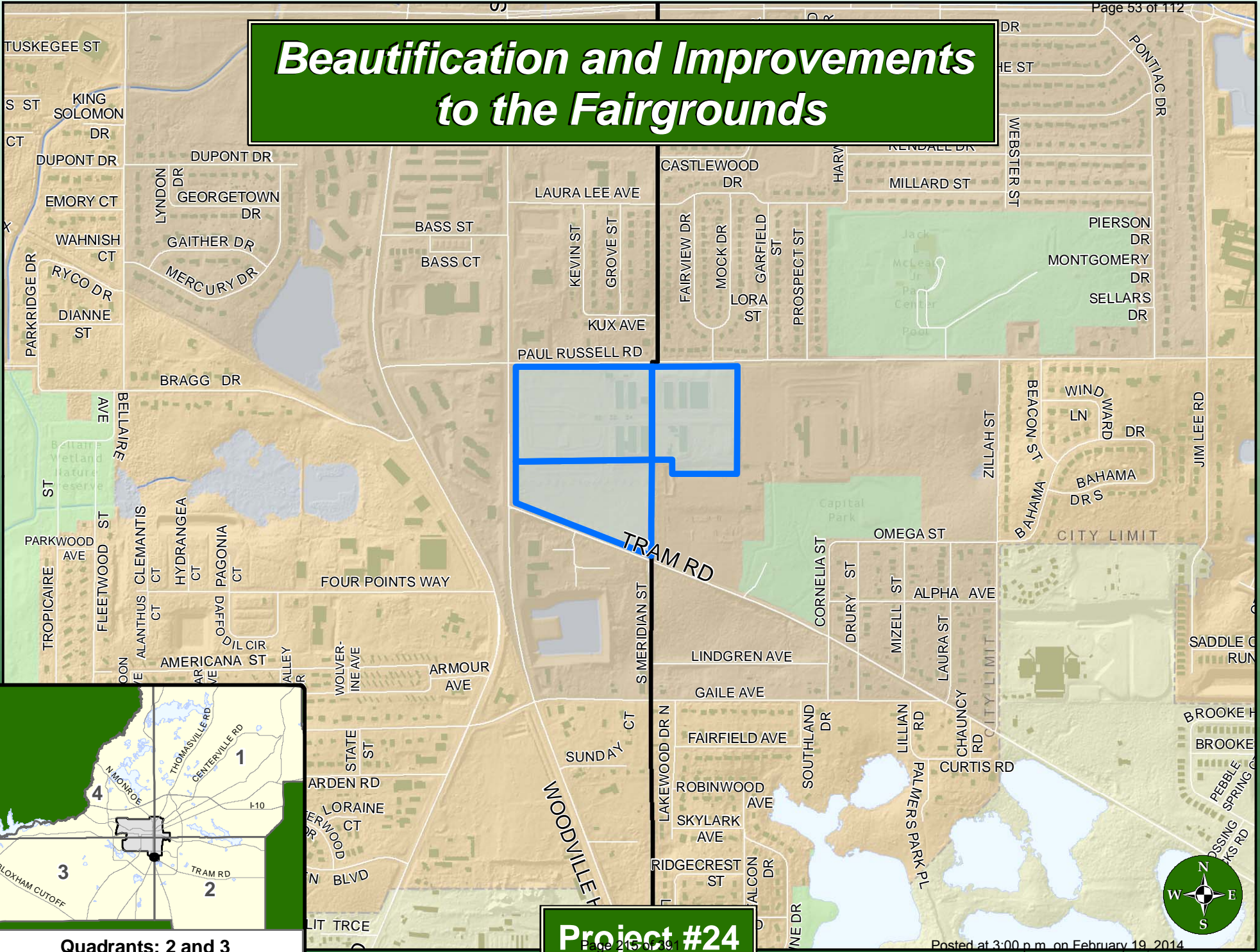
Detail Project Description

The project is proposed to be completed in two phases. Phase One of this project would be to reconfigure the fairgrounds on the site. Phase Two would be to incorporate the necessary infrastructure on the site that will allow for redevelopment activities to occur strategically as envisioned by the Board of County Commissioners in working with the surrounding neighborhoods. On June 18, 2013, the Board of County Commissioners directed staff to prepare a Sense of Place initiative for the Fairgrounds.

Cost By Themes

	Regional Mobility/Transportation
\$12,000,000	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Beautification and Improvements to the Fairgrounds



Quadrants: 2 and 3

Project #24



Posted at 3:00 p.m. on February 19, 2014

Project Number: 26
Project Name: Northeast Connector Corridor

Committee Recommendations:

Tier I: \$36,300,000
Tier II: \$0

Estimated Project Cost: \$33,300,000

Project Cost Notes

On February 11, 2014, the Board of County Commissioners voted to reduce this project's costs by \$3 million, based on the Board's action on January 21, 2014 to appropriate concurrency payments specifically collected for the widening of Bannerman Road. The estimated project cost and cost breakout by themes reflects this.

Trail costs are based on the Greenways Master Plan.

Executive Project Summary:

The Northeast Connector Corridor project encompasses a holistic approach to transportation capacity improvements, regional mobility, connectivity to existing/proposed amenities, and enhances the water quality of the Bradfordville area. This project includes the widening of Bannerman Road (Thomasville to Tekesta) to four lanes as well as constructs a multi-use path along the entire roadway to connect to regional amenities. This roadway has been identified as a significant benefits project. To date the County has spent in excess of \$1 million on the preliminary design study and reached out to area residents for their comments on the proposed corridor study.

In addition, the project constructs sidewalks for Killearn Lakes Plantation as well as the northern portion of the Meridian Road Trail. This connection provides an efficient route between the Northeast to the Northwest existing pedestrian and bike networks.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

The Northeast Connector Corridor Project proposed improvements include the following:

- Widen the roadway between Tekesta and Thomasville to four lanes. This road serves a large concentration of residents and residential communities as well as a thriving commercial activity center of retail stores, restaurants, and other neighborhood services.

This project widens the section between Tekesta Drive and Thomasville Road to four lanes. This section will have paved shoulders, provisions for future transit, center landscaped median and landscaped between the edge of pavement and right of way with gentle swales for water quality enhancements and preservation of the more rural character of the area. The current level of service for between Tekesta Drive and Thomasville Road is Level E but is forecast to deteriorate to Level F by 2035 without the proposed improvements. The adopted level of service standard for this segment is D. Following

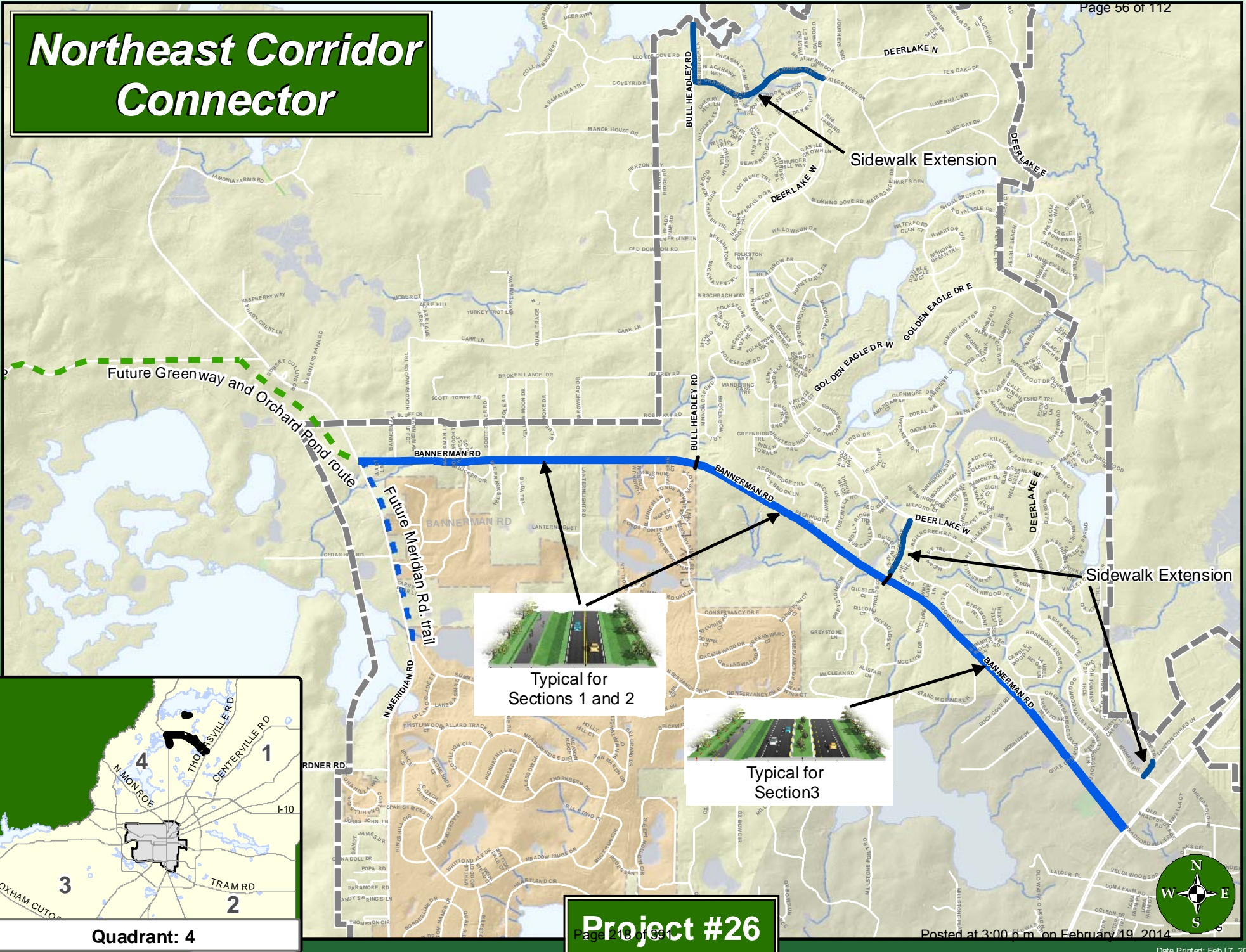
construction, this would achieve a Level of service B.

- Construct multi-use path with sidewalk extensions to Killlearn Lakes and Bull Headley boat landing at Lake Iamonia. As well as, construct multi-use paths and swales along Bannerman between Thomasville Road and Meridian Road to the Meridian Road Trail as identified in the Greenway Master Plan.
- Construct sidewalk on Beech Ridge Trail between Kinhega and Lawton Chiles Drive to complete pedestrian connectivity between the region and Chiles High School. This project will link residential and commercial areas to the Bradfordville Community Center, the Northeast Library, Chiles High School, and the Bull Headley Boat Landing for a comprehensive pedestrian and bicycle network.
- Interconnect existing internal neighborhood sidewalk network for maximum community connectivity.
- Construct Meridian Road Trail between Bannerman (and future Orchard Pond Road and bike routes) south to the Lake Overstreet property. The project provides interconnectivity for all modes from the proposed Orchard Pond toll road to the west, using the Meridian Road Trail and existing bike and sidewalk networks on Thomasville Road and Velda Dairy Road to the east. This will allow regional travel for bicycles and pedestrians and provide an efficient connection between the Northeast to the Northwest with interconnection to existing pedestrian and bike networks.
- Green Infrastructure enhancements include adding swales in the right of way to improve runoff water quality. The swales in the right of way increase water quality and preservation of the more rural character of the area.

Cost By Themes

\$12,800,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$700,000	Connectivity
	Economic Vitality
\$19,800,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Northeast Corridor Connector



Future Greenway and Orchard Pond route

Future Meridian Rd. trail

BANNERMAN RD

BANNERMAN RD

BANNERMAN RD

Sidewalk Extension

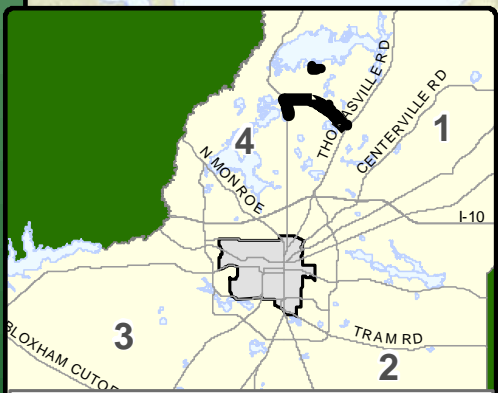
Sidewalk Extension



Typical for Sections 1 and 2



Typical for Section 3



Quadrant: 4

Project #26

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Posted at 3:00 p.m. on February 19, 2014



Project Number: 27

Project Name: Orange Avenue Widening from Adams St. to Springhill Rd.

Committee Recommendations:

Tier I: \$33,100,000

Tier II: \$0

Estimated Project Cost: \$33,100,000

Project Cost Notes

In order create a corridor with consistent widths, the full FDOT project begins widening Orange Avenue at Adams Street Intersection through Capital Circle Southwest (CCSW).

The East Segment from Adams Street to Springhill Road (1.2 miles) cost = \$39,100,000. This segment has several commercial developments which would more than likely result in higher costs to acquire right of way.

FDOT is replacing the bridge in 2014 and will rebuild the bridge over the St. Marks Historic Railroad State Trail to accommodate the street widening proposed in this project. The \$16 million originally meant to cover the bridge replacement is no longer needed and the total project costs has been updated to reflect this. Therefore, the Committee reduced the recommended funding for this project to \$33.1 million.

Executive Project Summary:

The original FDOT project calls for the widening of Orange Avenue to four lanes between Adams Street and Capital Circle Southwest (CCSW), including bike lanes and sidewalks.

The Sales Tax Committee elected to focus on connecting the existing 4-lane segment east of Adams Street to the proposed Airport Gateway (Project 3) at Springhill Road. A multi-use path would run the length of the corridor, enhancing access to the St. Marks Bike Trail and the Capital Cascades Trail. The 1998 PD & E study would be updated to allow community input to the new corridor design.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

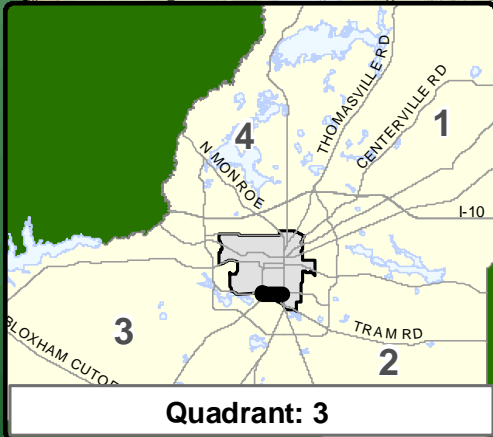
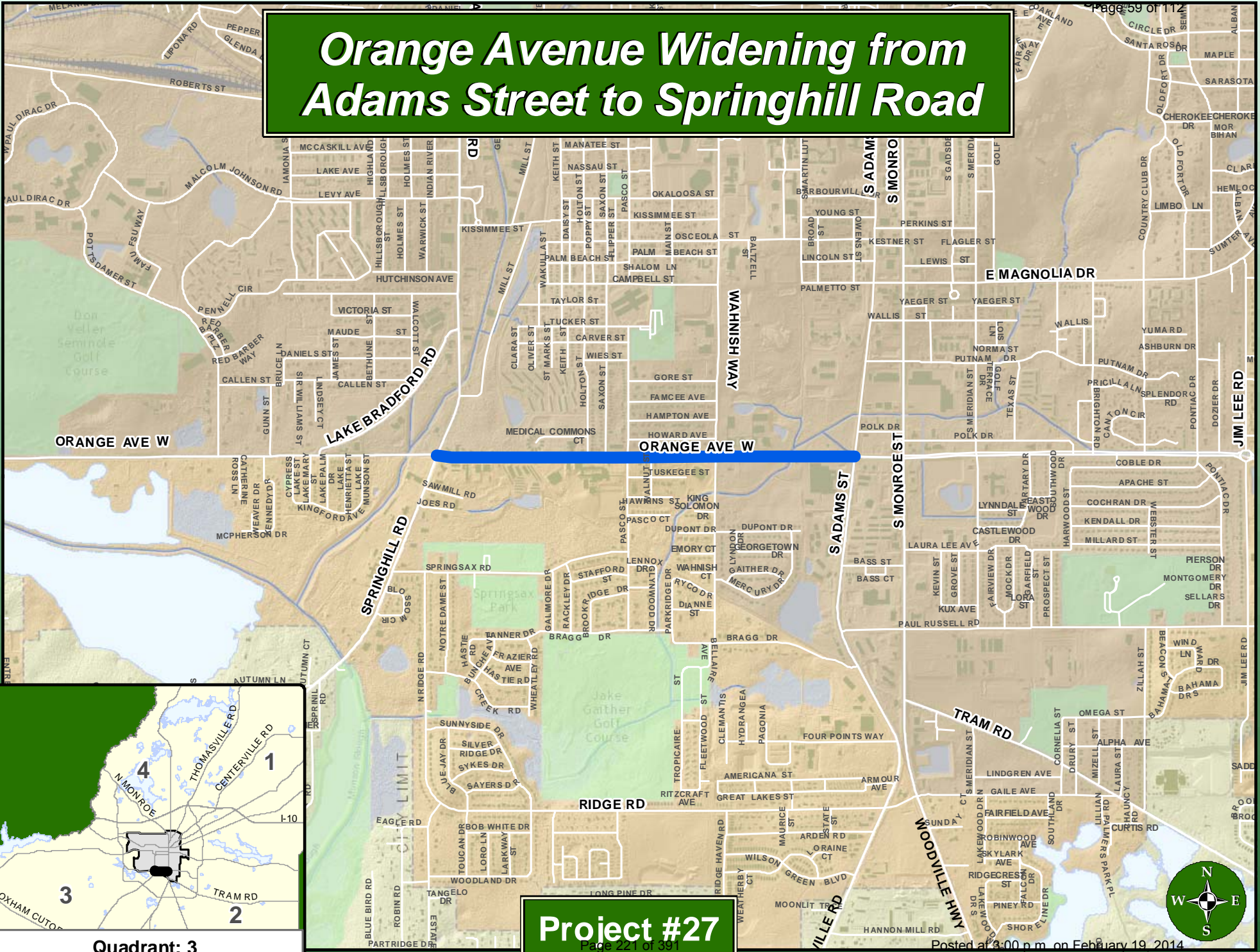
This project will create a consistent corridor from Capital Circle Southeast to the proposed Airport Gateway (Project 3). This will ease access to FAMU as well as neighborhoods and commercial areas in the southern areas of downtown.

Stormwater enhancements, greenways, landscaping and alternative transportation modes will reduce impacts from the existing roadway to the neighborhoods and the East Drainage Ditch. The multi-use trail along the corridor will enhance access to the St. Marks Trail and the Capital Cascades Trail. The project can be expected to stimulate economic development in the long-run through the access improvements.

Cost By Themes

\$33,100,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Orange Avenue Widening from Adams Street to Springhill Road



Project #27

Page 221 of 331

Posted at 3:00 p.m. on February 19, 2014



Project Number: 28

Project Name: Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure

Committee Recommendations:

Tier I: \$47,300,000

Tier II: \$30,690,000

Estimated Project Cost: \$77,990,000

Project Cost Notes

On February 11, 2014, the Board of County Commissioners approved the following:

- To require developers to provide reimbursement to Blueprint for the developer's required transportation improvements; reasonable repayment timelines would be established as part of the agreements.
- That the cost (inclusive of right of way) related to the greenway be used as a direct offset to the developer's required transportation costs.
- That the City's portion of the project will only require reimbursement if sold and developed privately.
- To include anticipated developer reimbursements as potential future resources for Blueprint.
- That Tier II implementation not proceed until such time as transportation connections north of Roberts Road to allow the traffic to flow through to Thomasville Road, has been identified and funded.

The total estimated project cost is \$77.99 million. The Committee recommends that all developer contributions associated with this project be returned to Blueprint 2000. It is estimated that \$13 million will be contributed back to Blueprint 2000 from developer reimbursements.

The Committee recommends that the Tier I funding be contingent on the project site landowners donating all right-of-way and the Florida Department of Transportation's commitment to build the proposed Welaunee I-10 interchange by 2024.

Tier I Costs: \$47,300,000 for road infrastructure to support a new I-10 interchange and the Welaunee Greenway.

Tier II Costs: \$30,690,000 for extending the road infrastructure and Miccosukee Canopy Road Greenway enhancements.

Executive Project Summary:

The Northeast Gateway includes major infrastructure within the entire 7,000-acre Welaunee Critical Planning Area. This infrastructure includes region-serving roads to distribute traffic north, south, east and west from a new I-10 interchange at Welaunee Boulevard, which was recommended in the Florida Department of Transportation (FDOT) Master Plan Update on February 28, 2013. The roads include the extension of Welaunee Boulevard from Fleischmann Road to Roberts Road and the extension of Shamrock Way from Centerville Road to U.S. 90 (Mahan Drive).

The Northeast Gateway proposal also includes a new 8.4-mile-long Welaunee Greenway that would connect with the Miccosukee Canopy Road Greenway (MCRG) and cross I-10 on a proposed pedestrian / bicycle bridge, for an estimated 17-mile loop. These projects (except the Welaunee Greenway) are included in local government land use and transportation plans dating back to 1990. Except for a portion of the Welaunee Greenway, all projects will be located inside the Urban Services Area on lands planned for urban development since 1990.

Phase I is prioritized at Tier 1 funding for \$47.3 million (net \$34.3 million with proposed cost-recovery from Canopy property owners).

Phase II is prioritized at Tier 2 funding for the remaining \$30.69 million.. Community benefits from the Northeast Gateway include:

- The I-10 interchange, Welaunee Boulevard and other region-serving roads will relieve congestion and potentially avoid costs for upgrades to Thomasville Road and U.S. 90.
- Welaunee Boulevard and connecting roads will relieve congestion on Miccosukee and Centerville roads, two scenic and protected canopy roads.
- The I-10 interchange and mixed-use centers throughout the 7,000-acre Welaunee Critical Planning Area will become additional magnets for economic development.
- The Welaunee Greenway, with an iconic footbridge across I-10 and connected to the Miccosukee Canopy Road Greenway, would create a 17-mile trail loop.
- Local commitments for construction of region-serving roads to support the I-10 interchange will be leveraged to attract interchange funding from other sources.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input checked="" type="checkbox"/> Gateways |

Detail Project Description

Tier I Project: The Committee recommended \$47.3 million (net \$34.3 million with proposed cost-recovery from developer fees) to fund the first phase of the Northeast Gateway. This phase includes 4-lane Welaunee Boulevard South from Fleischman to I-10; 4-lane Welaunee Boulevard North from I-10 to Shamrock Way; 2-lane Shamrock Way Extension from Centerville to Welaunee Boulevard North and; the Welaunee Greenway. The Welaunee Greenway, with a footbridge across I-10 to connect to the Miccosukee Canopy Road Greenway, would create a 17-mile trail loop.

Tier II Project: The Committee recommended \$30.69 million to fund the second phase of the Northeast Gateway. This phase includes the extension of a 2-lane Shamrock Way from Welaunee Boulevard to U.S. 90 (Mahn); the 4-lane Welaunee Boulevard North from Shamrock Way Extension to Roberts Road and; an additional four trailheads on the Miccosukee Greenway.

Cost By Themes

\$69,500,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
\$8,490,000	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Sales Tax Projects

Project Number: 28 (as amended)

Project Name: Northeast Gateway f/k/a Welaunee Critical Planning Area Regional Infrastructure

Total Project Cost: \$77.9 million (net \$64.9 million with CNL's proposed cost-recovery)

Total Project Cost Notes: The cost of the pedestrian bridge has been revised from \$1.0 million to \$1.5 million.

Executive Project Summary

The Northeast Gateway is an expansion of the original proposal for infrastructure within Canopy, a 505-acre planned unit development. The Northeast Gateway includes major infrastructure within the entire 7,000-acre Welaunee Critical Planning Area. This infrastructure includes region-serving roads to distribute traffic north, south, east and west from a new I-10 interchange at Welaunee Boulevard, which was recommended in the Florida Department of Transportation (FDOT) Master Plan Update on February 28, 2013. The roads include the extension of Welaunee Boulevard from Fleischmann Road to Centerville Road and the extension of Shamrock Way from Centerville Road to U.S. 90 (Mahan Drive). The Northeast Gateway proposal also includes a new 8.4-mile-long Welaunee Greenway that would connect with the Miccosukee Canopy Road Greenway (MCRG) and cross I-10 on a proposed pedestrian / bicycle bridge, for an estimated 17-mile loop. These projects (except the Welaunee Greenway) are included in local government land use and transportation plans dating back to 1990. Except for a portion of the Welaunee Greenway, all projects will be located inside the Urban Services Area on lands planned for urban development since 1990. Blueprint Tier 1 funding is proposed for Phase I at \$47.3 million (net \$34.3 million with proposed cost-recovery from Canopy property owners). Tier 1 or Tier 2 funding is proposed for the remaining \$30.69 million.

Community benefits from the Northeast Gateway include:

- The I-10 interchange, Welaunee Boulevard and other region-serving roads will relieve congestion and potentially avoid costs for upgrades at Thomasville Road and U.S. 90.
- Welaunee Boulevard and connecting roads will relieve congestion on Miccosukee and Centerville roads, two scenic and protected canopy roads.
- The I-10 interchange and mixed-use centers throughout the 7,000-acre Welaunee Critical Planning Area will become additional magnets for economic development.
- The Welaunee Greenway, with an iconic footbridge across I-10 and connected to the Miccosukee Canopy Road Greenway, would create a 17-mile trail loop.
- Local commitments for construction of region-serving roads to support the I-10 interchange will be leveraged to attract interchange funding from other sources.

Themes

- | | | | |
|-------------------------------------|----------------------------------|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | Regional Mobility/Transportation | <input checked="" type="checkbox"/> | Economic Vitality |
| <input checked="" type="checkbox"/> | Sense of Community | <input checked="" type="checkbox"/> | Ecotourism/Parks |
| <input type="checkbox"/> | Water Quality | <input checked="" type="checkbox"/> | Vertical Infrastructure |
| <input checked="" type="checkbox"/> | Connectivity | <input checked="" type="checkbox"/> | Gateways |

Detailed Project Description

Background

In 1990, the Tallahassee-Leon County Comprehensive Plan designated most of Welaunee as a critical planning area requiring an additional level of planning before the property could develop. In 1990, the City of Tallahassee entered into an Urban Services-Development Agreement with Powerhouse, Inc., the family company that owns Welaunee. In the agreement, the City and Powerhouse agreed (1) Powerhouse would annex the entire property into the City; (2) the City would provide water, wastewater and electric service as the property develops; and (3) Powerhouse would reserve and eventually dedicate right of way for the Northeast Capital Parkway (then planned from Dempsey Mayo Road through Welaunee and across I-10 to Roberts Road) and for the extension of Shamrock Way from Centerville Road to U.S. 90.

In 1996, Powerhouse agreed to sell land to Holy Comforter School for its new campus on Fleischmann Road. In 1998, Powerhouse sold 501 acres for creation of the MCRG, a 6-mile-long linear park originally planned for passive and active recreation. The land was acquired by the State of Florida with Leon County designated as greenway manager. (In addition, Powerhouse and the Davenport family granted conservation easements for nine acres along portions of Miccosukee Road to protect its scenic qualities.) The transactions included reservation of road access easements across the greenway to the extension of Shamrock Way.

In 2002, the City and County amended the Tallahassee-Leon County Comprehensive Plan to include critical area plans for 1,250 acres in the Toe and 1,092 acres in the Heel, including the MCRG. No planning was undertaken for the 4,600-acre Arch. The critical area plan included provisions for a new interchange for I-10 and Welaunee Boulevard. Land use controls advocated by Powerhouse and adopted by the City and County are intended to result in a traditional neighborhood development (TND) design pattern in the Toe and Heel.

In 2006, CNL Tallahassee I, LLC (CNL) purchased 246 acres in the Toe with an option to purchase another 259 acres of the Toe. In 2011, the City Commission approved the PUD Concept Planned Unit Development for the CNL project, named "Canopy". The Canopy Development Agreement was also signed by the parties to govern development of the project.

In 2006, the City purchased 438 acres in the Toe, including land abutting the south side of I-10. The City and Powerhouse each agreed to reserve for dedication 9 acres, on their respective lands bordering I-10, for eventual construction of the new I-10 interchange. In addition, Powerhouse renewed the right of way reservation for the Shamrock Way Extension. The City presently has pending a proposed planned unit development application for its 438 acres, which is scheduled for consideration by the City Commission later this year.

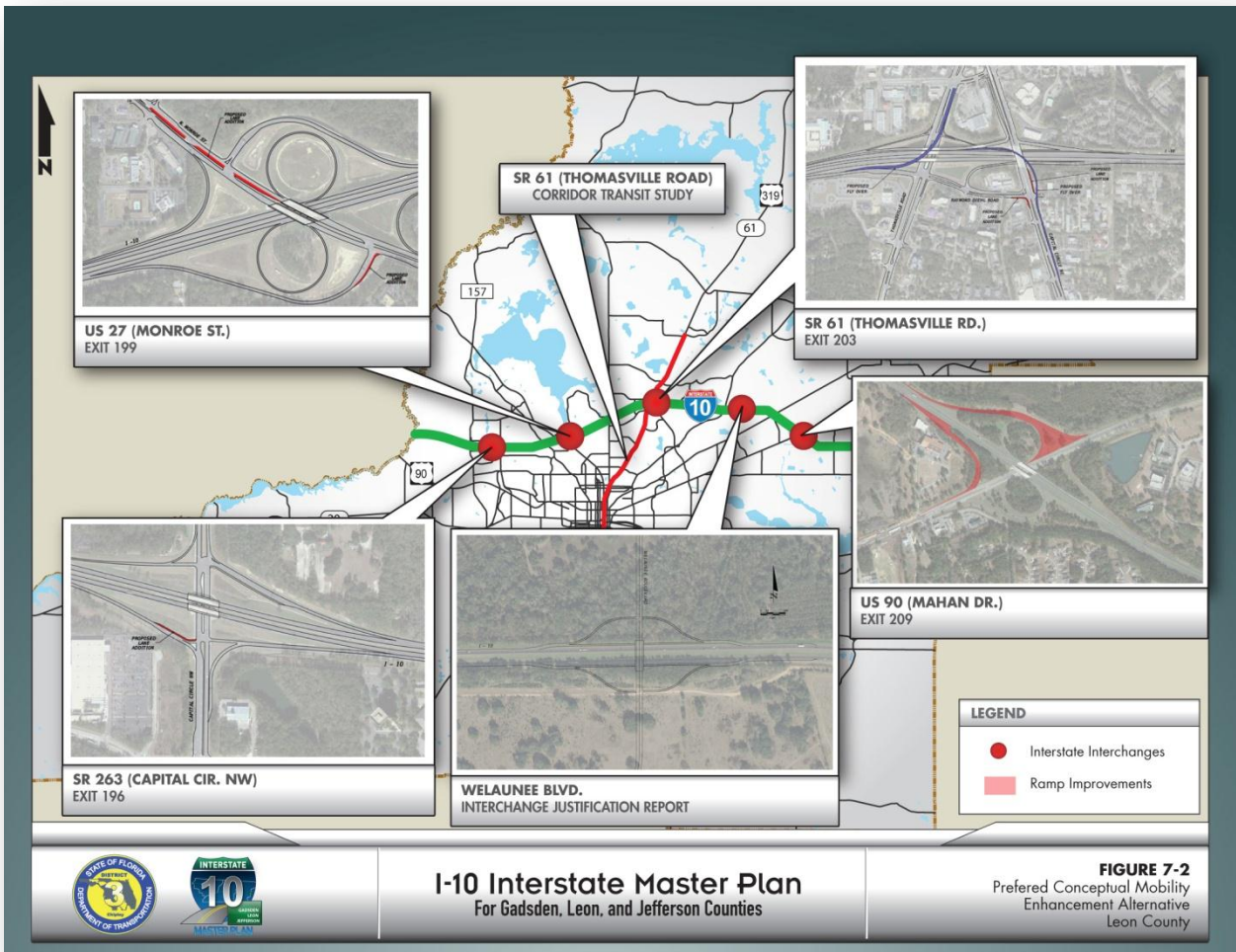
The Canopy PUD grants development approval for 1,572 residential units and 497,927 GSF of non-residential uses. The City's proposed PUD would grant development approval for 1,817 residential units and 272,441 GSF of non-residential uses. The critical area plan for the Heel grants land use approval for 2,107 residential units and 1.14 million GSF of non-residential uses. No planning has taken place for the Arch, however, the City's transportation consultants are assuming 2035 development in the Arch would total 5,200 residential units plus 1.45 million GSF of retail and office uses and 300 hotel rooms. At present, the Welaunee Critical Planning Area is expected to include 8,790 residential units for 19,074 residents (assuming 2.17 persons per household per the 2010 Census) plus 2.2 million GSF of non-residential uses in 2035. Additional development could be expected beyond 2035.

New I-10 Interchange

On Feb. 28, 2013, DOT completed an update of its I-10 Master Plan for Leon, Gadsden and Jefferson counties. The recommendations included ramp improvements for existing interchanges and taking an important step toward a new interchange at I-10 and Welaunee Boulevard in the form of preparing and submitting an Interchange Justification Report.

The City has commenced initial planning of the I-10 / Welaunee Boulevard interchange and Powerhouse, at the City's request, is participating. Powerhouse recently engaged its own planners to advise on interchange design and land use issues. Representatives of the City and Powerhouse are scheduled to begin direct discussions with DOT District 3 on May 7, 2013.

To date, transportation planning for the City indicates an I-10 interchange at Welaunee Boulevard – when connected to a region-serving road network that includes Welaunee Boulevard and the Shamrock Way extension -- would result in significant relief to traffic congestion in 2035 at the I-10 / Thomasville Road and I-10 / U.S. 90 interchanges. The anticipated reduction in congestion at existing interchanges could result in cost-avoidance by DOT through reduced expenditures for improvements to those interchanges.



I-10 Master Plan Preferred Alternatives for Leon County (Feb. 28, 2013)

The I-10 / Welaunee Boulevard interchange is identified in the Capital Region Transportation Planning Agency (CRTPA) 2035 Regional Mobility Plan. City officials and Powerhouse believe the interchange could be financed by federal and/or state funds, provided there is a sufficient local commitment for the supporting regional road network.

Welaunee Boulevard South

The CRTPA identifies Welaunee Boulevard South on its 2035 Regional Mobility Plan. In the 2002 Welaunee Critical Area Plan, Powerhouse committed to dedicate the right of way for Welaunee Boulevard South (from Fleischmann Road to I-10), a commitment now binding CNL and the City.

The Canopy Development Agreement requires a 120-foot-wide right of way for Welaunee Boulevard South through Canopy with the right of way widening to 140 feet near the City-owned property. The road design shall be 4 through lanes with a design speed of 40 mph. Split

profile sections and variable width medians will be used to preserve vegetation and respond to topography. The developer of the Canopy project may install roundabouts as an alternative to traffic signals. No residential driveways will connect to Welaunee Boulevard South.

Projected costs (minus right of way) for a 4-lane Welaunee Boulevard within Canopy (including stormwater retention) range between \$12 million and \$14 million, average \$13.0 million. Blueprint funds would be used to front-end costs for this segment of Welaunee Boulevard. Those expenditures could be recovered as development occurs in Canopy. The framework for accomplishing reimbursement could be addressed through a development agreement or a special district with an interlocal agreement with the local governments. If implemented as CNL has proposed, the cost of this portion of Welaunee Boulevard South would be revenue-neutral to taxpayers due to cost-recovery from the ultimate Canopy property owners.

The City's proposed PUD requires a 150-foot-wide right of way for Welaunee Boulevard South, expanding to 165 feet in width near the I-10 interchange "to accommodate potential future light rail or bus rapid transit." The City's proposed PUD also provides an option for roundabouts on Welaunee Boulevard at the discretion of the eventual developer.

Estimates for Welaunee Boulevard South are 3.2 miles with costs of \$25 million to \$30 million, average \$27.5 million.

Welaunee Boulevard North

North of I-10, Welaunee Boulevard is presently listed on the CRTPA's 2035 Regional Mobility Plan. Studies over the years have considered various alignments, however, the road has not been planned or designed. Powerhouse has no present obligation to reserve right of way for eventual dedication for this road, however, Powerhouse is prepared to make such a commitment to the City in conjunction with on-going planning for the I-10 interchange, subject to agreement on alignment, access, character, design and related issues. Estimates for the length of Welaunee Boulevard North range from 3.1 to 3.4 miles with costs (minus right of way) estimated from \$22 million to \$26 million, average \$24.0 million.

Powerhouse has committed to participate in a public involvement program conducted by the City before decisions are made concerning the off-site terminus of Welaunee Boulevard North.

Shamrock Way Extension

The Shamrock Way Extension is identified in the CRTPA's 2035 Regional Mobility Plan. In 1990, Powerhouse agreed with the City to reserve for dedication the right of way to extend Shamrock Way from Centerville Road to U.S. 90. A specific alignment has not been identified. An easement across the MCRG was reserved for this road when the MCRG was created in 1998.

The current agreement between the City and Powerhouse commits Powerhouse to reserve and dedicate a right of way of 100 feet to 150 feet in width. Estimates for the length of the Shamrock Way Extension range from 3.9 to 4.3 miles with costs (minus right of way) estimated from \$17 million to \$19 million, average \$18.0 million, for a 2-lane road throughout.



Planners' Concept for Northeast Gateway Activity Center at I-10 / Welaunee Interchange

Phasing of Road Construction

Due to the complexity and cost of the region-serving road network to support the interchange, Powerhouse and CNL propose that the construction of these roads be phased in coordination with interchange construction and the community's needs. The City's transportation consultants say Phase 1 roads are needed to provide minimal connectivity to justify an interchange. Phase I road construction would cost \$39.5 million with a net cost to Blueprint of \$26.5 million if CNL's cost-recovery proposal is adopted by CNL and the local governments.

NORTHEAST GATEWAY ROAD CONSTRUCTION PHASING PLAN

Phase	Phase Description	Cost	Blueprint Tier
I	4-lane Welaunee Boulevard South from Fleischman to I-10; 4-lane Welaunee Boulevard North from I-10 to Shamrock; 2-lane Shamrock Way Extension from Centerville to Welaunee Boulevard North	\$ 39.5 million (net cost of \$26.5 million)	Tier 1
IIA	4-lane Welaunee Boulevard North from Shamrock Way Extension to Roberts Road	\$16.0 million	Tier 1 or 2
IIB	2-lane Shamrock Way Extension from Welaunee Boulevard to U.S. 90	\$14.0 million	Tier 1 or 2

Welaunee Greenway and I-10 Footbridge

In 2011, Powerhouse was asked by the City and the County to consider an additional greenway at Welaunee as a complement to the MCRG. Powerhouse, the City and the County met with the Florida Department of Environmental Protection (DEP) to discuss alternative concepts. Powerhouse developed a preliminary plan for such a greenway, with 8.4 miles of trails beginning at the MCRG’s Crump Road trailhead and terminating at a bridge across I-10 to the Toe, however, the discussions ended without resolution for reasons unrelated to merit.

Powerhouse has revived its 2011 plan for the Welaunee Greenway as an integral part of the Northeast Gateway; it does not propose the greenway as an individual Blueprint project. The conceptual plan calls for 2 trailheads and an iconic footbridge across I-10. If the City’s pending PUD were modified to include a 2.1-mile-long multi-use trail on the south side of the bridge and connections to Canopy’s trail system, it would complete an estimated 17-mile trail loop.

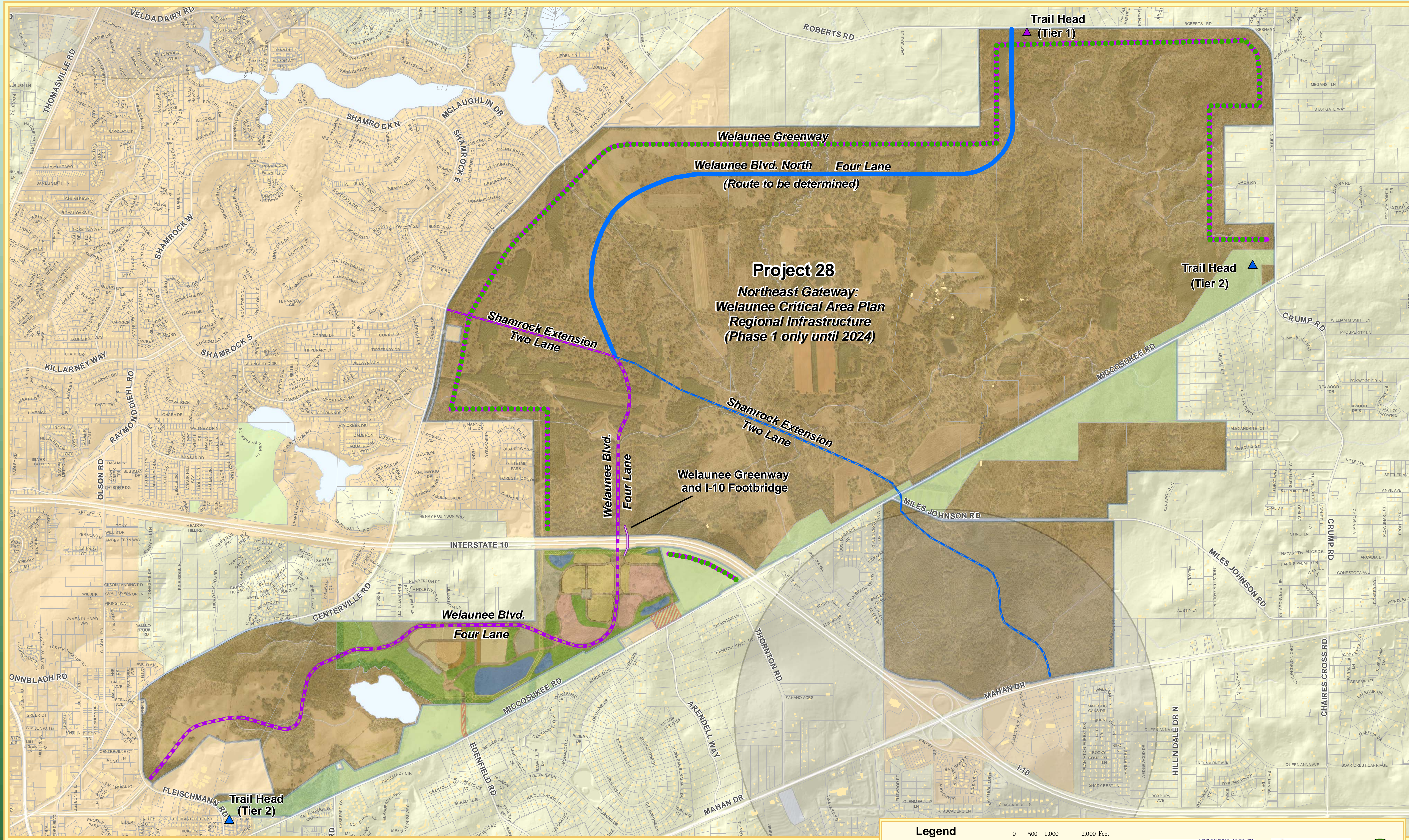
Estimated costs for the Welaunee Greenway are \$6.3 million for approximately 200 acres (not appraised), fencing, a 12-foot paved multi-use trail and 2 trailhead facilities (restrooms, potable water and an information kiosk), located at Roberts Road and Centerville Road / Shamrock Way. The I-10 footbridge is estimated at \$1.5 million, although State funding will be requested. The Welaunee Greenway is proposed for Blueprint Tier 1 funding of \$7.8 million.



San Diego's award-winning Vermont Street Pedestrian / Bicycle Bridge

Miccosukee Canopy Road Greenway

Created in 1998 on land sold by Powerhouse to the State of Florida, the MCRG is a 6-mile-long, County-managed recreation area with 4 trailheads. The greenway's current Management Plan proposes additional facilities at the Fleischmann Road trailhead (restrooms, potable water and an information kiosk) and the Crump Road trailhead (restrooms, potable water, an information kiosk and improved parking). Estimated costs are \$690,000. The MCRG improvements are proposed for Blueprint Tier 1 or Tier 2 funding.



Welaunee

Legend

- Proposed Projects
 - Tier 1 (Purple line)
 - Tier 2 (Blue line)
- Mobility District/Activity Nodes (Grey shaded area)
- Existing Parks (Green shaded area)
- Star Metro Super Stops (Purple star icon)

0 500 1,000 2,000 Feet



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

Project Number: 29
Project Name: StarMetro

Committee Recommendations:

Tier I: \$7,550,000
Tier II: \$0

Estimated Project Cost: \$12,250,000

Project Cost Notes

The Committee allocated \$7.55 million to provide benches, shelters, or other infrastructure at every StarMetro bus stop. The Committee agreed not recommend funding for the ADA compliance upgrades or SuperStops.

Executive Project Summary:

The decentralized route system is a success, with ridership projected to be up 8% on the non-campus routes in FY 13. Under the decentralized system, transfers and bus boarding spread throughout the community instead of at one location. Therefore, there is a desire to enhance the customer experience by providing an amenity (bench, shelter, or other structure) at every stop to encourage usage and provide an accessible, comfortable, and safe environment to wait for the bus.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

The customer experience's on the transit system is enhanced when they are provided an accessible, comfortable, and safe waiting area for the bus. There are two components to improving the customer experience at this phase of the trip. StarMetro's first priority is universal bus stop accessibility by bringing all stops to full Americans with Disabilities Act (ADA) compliance. The second priority is enhanced customer comfort by adding bus stop amenities such as leaning rails, benches, and/or shelters. More detailed information on this project is listed in attachment #1.

ADA Accessibility (Not Recommended for Funding)

In an effort to promote universal accessibility and for the comfort of all transit users—including people in wheelchairs or using other mobility devices, parents with strollers, etc.— StarMetro produced an Accessibility Transition Plan as a guide for bringing all transit facilities into compliance with the Americans with Disabilities Act Accessibility Guide (ADAAG). An accessible stop will have: a boarding and alighting area that is 5'x8' perpendicular to the curb and composed of a firm, stable, slip resistant surface; a running slope no greater than 5 degrees and a cross slope no greater than 2 degrees; an adjacent sidewalk with curb cuts. Of the 917 stops in the inventory, 258 were found to be fully accessible.

Stop Amenities (\$7.55 million Recommended for Funding)

Bus stop amenities provide enhanced levels of comfort for customers waiting for the bus. Such amenities may include a bus shelter, bench, trash can, solar lighting, or bike racks. Placement of amenities depends on many factors; such as minimum daily boardings, transfer locations, shopping centers, public offices, destinations for seniors and persons with disabilities, and areas with safety

concerns. Based on boardings or other elements, StarMetro classifies bus stops into four categories.

Category 1: Bus Stops with 0 - 9 Boardings per day - these stops will be ADA compliant, have a trash can, and will have either a SimmieSeat or a canopy for customers to use. (569 stops upgraded)

Category 2: Bus Stops with 10 - 64 Boardings per day - these stops will be ADA compliant, have a trash can, and will have a shelter with a bench. (164 stops upgraded)

Category 3: Bus Stops with 64+ Boardings per day - these stops will be ADA compliant, have a trash can, and will have an oversized shelter with multiple benches. (47 stops upgraded)

Category 4: SuperStops - these are transfer points where three or more routes currently or potentially could intersect, creating a major transfer point in the system. These stops would be constructed with bus bays, covered walkways/seating areas, and possible other amenities such as a restroom and farebox vending machines, to facilitate the transfer between routes. (0 stops upgraded). The Committee agreed not to fund SuperStops.

Cost By Themes

\$7,550,000	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Stop Amenities

Bus stop amenities provide enhanced levels of comfort for customers waiting for the bus. Such amenities may include a bus shelter, bench, trash can, solar lighting, or bike racks. Placement of amenities depends on many factors; such as minimum daily boardings, transfer locations, shopping centers, public offices, destinations for seniors and persons with disabilities, and areas with safety concerns. Currently, StarMetro has four categories of stops. All stops have an octagonal pole, system signage, and a braille plate (forthcoming). Depending on the category, other amenities are added.

- Category 1 stops have fewer than 10 boardings a day and are not located at transfer points or major destinations. A bus stop pole is only provided at these stops.
- Category 2 stops have 10+ boardings a day or located at a transfer point/major destination. Benches and/or shelters are provided at these stops.
- Category 3 stops boardings greater than 65 per day and the current shelter is not large enough to meet the needs of our customers.
- Category 4 stops are major transfer points where three or more routes currently do or could intersect. Also known as ‘Super Stops’.

With a desire to take the current stop above and beyond what would be ordinarily found in a typical transit system, staff identified additional amenities that could be added to bus stops across the City in order to improve the level of comfort for passengers.

Category 1

Category 1 stops would have a bench for passengers. Including installation, each bench costs approximately \$3,500.

Category 2

Category 2 stops offer a higher level of protection from the elements as well as greater comfort. Each stop would contain a full shelter with side panels and a bench. Many shelters may also contain solar lighting, trash cans, and bike racks. All these facilities cost \$23,000 to purchase, construct, and install.

Category 3

Category 3 stops are those are served by at least one route and have boarding in excess of 65 per day. At these stops, a standard bench would not provide enough seating capacity to meet the needs of the customers. A double or triple shelter would be installed at these locations.

Category 4

The Sales Tax Committee does not recommend funding Super Stops.

Table 2: Enhanced Infrastructure

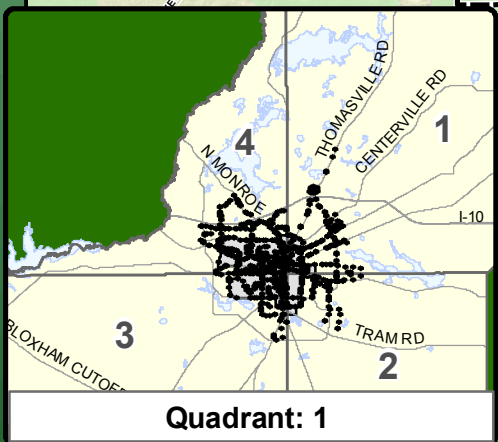
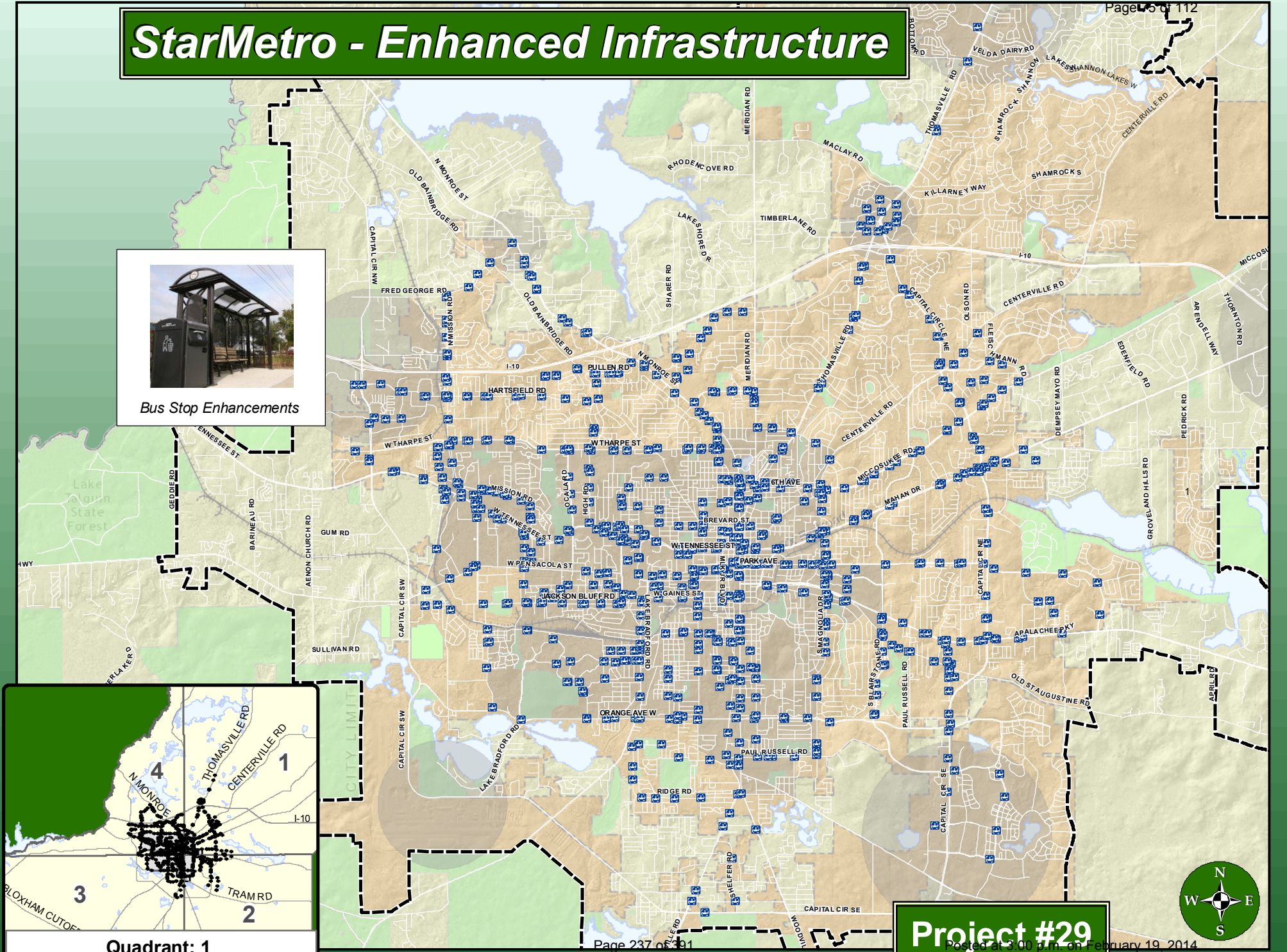
	Boardings	Amenities	Number of Stops	Capital Costs	Annual Maintenance Costs*
Category 1	0-9	Bench	569	\$1,992,000	\$569,000
Category 2	10-64	Shelter with bench	164	\$3,800,000	\$164,000
Category 3	65+	Large shelter with multiple benches	47	\$2,350,000	\$47,000
Total Cost				\$8,142,000	\$780,000

*Assuming \$1,000 annual maintenance costs for stops with any amenity.

StarMetro - Enhanced Infrastructure



Bus Stop Enhancements



Quadrant: 1

Project #29
Posted at 3:00 p.m. on February 19, 2014



Project Number: 46A

Project Name: Operating Costs for Parks Built with Blueprint 2000 Funds: County Portion

Committee Recommendations:

Tier I: \$12,000,000

Tier II: \$0

Estimated Project Cost: \$16,500,000

Project Cost Notes

The Committee recommended the allocation of \$20 million towards the operation and maintenance costs of parks built with Blueprint 2000 funds. The Committee directed that the funding should be proportionally allocated among the County and City. The County portion of operating costs for parks built with Sales Tax funds is 59%. The annual operating and maintenance cost for these parks is \$1.1 million.

Executive Project Summary:

As a result of the holistic infrastructure planning and sensitive land purchase program, Blueprint 2000 has purchased and participated in partnerships to acquire properties that are intended for park space in Leon County and the City of Tallahassee. These park spaces, and their associated operation/maintenance obligations, are turned over to the City and County at project completion. This project seeks funding for the operation of Parks built with Blueprint 2000 funds. This project description details the operating costs for the parks maintained by Leon County.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

Florida Statutes 212.055 (2) allows for a portion of the sales tax proceeds to be used for the operation and maintenance of parks and recreation programs or facilities which have been constructed with the proceeds of the sales tax throughout the duration of the sales tax levy. The statute states: "a county having a population greater than 75,000 in which the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes for the tax year in which an infrastructure surtax referendum is placed before the voters, and the municipalities within such a county, may use the proceeds and interest of the surtax for operation and maintenance of parks and recreation programs and facilities established with the proceeds of the surtax throughout the duration of the surtax levy or while interest earnings accruing from the proceeds of the surtax are available for such use, whichever period is longer."

For the most recent year, the County's just value was \$23.54 billion and the taxable value was \$13.38 billion or 56.87%. Therefore, the County qualifies for sales tax proceeds to be used for the operation and maintenance of parks and recreation programs and facilities that were constructed with sales tax funds.

In Leon County, there are seven facilities open to the public which utilized sales tax funds for all or a portion of the costs to purchase or enhance the property including, Apalachee Regional Park, Jackson View, Lake Henrietta, Martha Wellman Park, Miccosukee Community Center, Woodville Community Center, and Woodville Community Park. Together, these facilities have an annual operating cost of

\$365,400 for only the sales tax funded portion. There are seven facilities that are not yet open to the public but were purchased or will utilize sales tax funds. These parks include Broadmoore Pond, Fred George Greenway, NE Community Park, Nusbickel Property, Okeeheepkee Prairie Park, Park Place PUD and the St, Marks Greenway. Together, these facilities have an estimated annual operating cost of \$700,600. The combined current and future annual operating cost of the park facilities in Leon County is estimated to be 1.1 million dollars.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
\$12,000,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Project Number: 46B

Project Name: Operating Costs for Parks Built with Blueprint 2000 Funds: City Portion

Committee Recommendations:

Tier I: \$8,000,000

Tier II: \$0

Estimated Project Cost: \$10,514,300

Project Cost Notes

The Committee recommended the allocation of \$20 million towards the operation and maintenance costs of parks built with Blueprint 2000 funds. The Committee directed that the funding should be proportionally allocated among the County and City. The City portion of operating costs for parks built with Sales Tax funds is 41%. The annual operating and maintenance cost of these parks is \$687,200.

Tier 1 funding is \$8 million.

Executive Project Summary:

As a result of the holistic infrastructure planning and sensitive land purchase program, Blueprint 2000 has purchased and participated in partnerships to acquire properties that are intended for park space in Leon County and the City of Tallahassee. These park spaces, and their associated operation/maintenance obligations, are turned over to the City and County at project completion. This project seeks funding for the operation and maintenance of parks built with Blueprint 2000 funds. This project description details the operating costs for the parks maintained by The City of Tallahassee.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

Florida Statutes 212.055 (2) allows for a portion of the sales tax proceeds to be used for the operation and maintenance of parks and recreation programs or facilities which have been constructed with the proceeds of the sales tax throughout the duration of the sales tax levy. The statute states: "a county having a population greater than 75,000 in which the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes for the tax year in which an infrastructure surtax referendum is placed before the voters, and the municipalities within such a county, may use the proceeds and interest of the surtax for operation and maintenance of parks and recreation programs and facilities established with the proceeds of the surtax throughout the duration of the surtax levy or while interest earnings accruing from the proceeds of the surtax are available for such use, whichever period is longer."

For the most recent year, the County's just value was \$23.54 billion and the taxable value was \$13.38 billion or 56.87%. Therefore, the County qualifies for sales tax proceeds to be used for the operation and maintenance of parks and recreation programs and facilities that were constructed with sales tax funds.

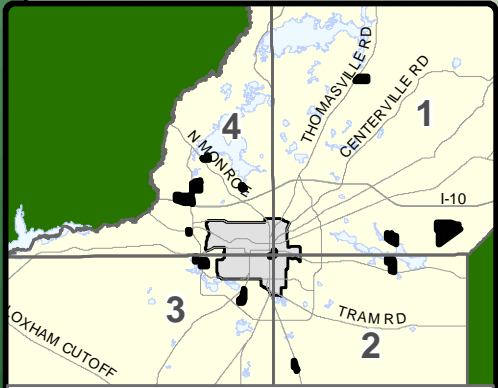
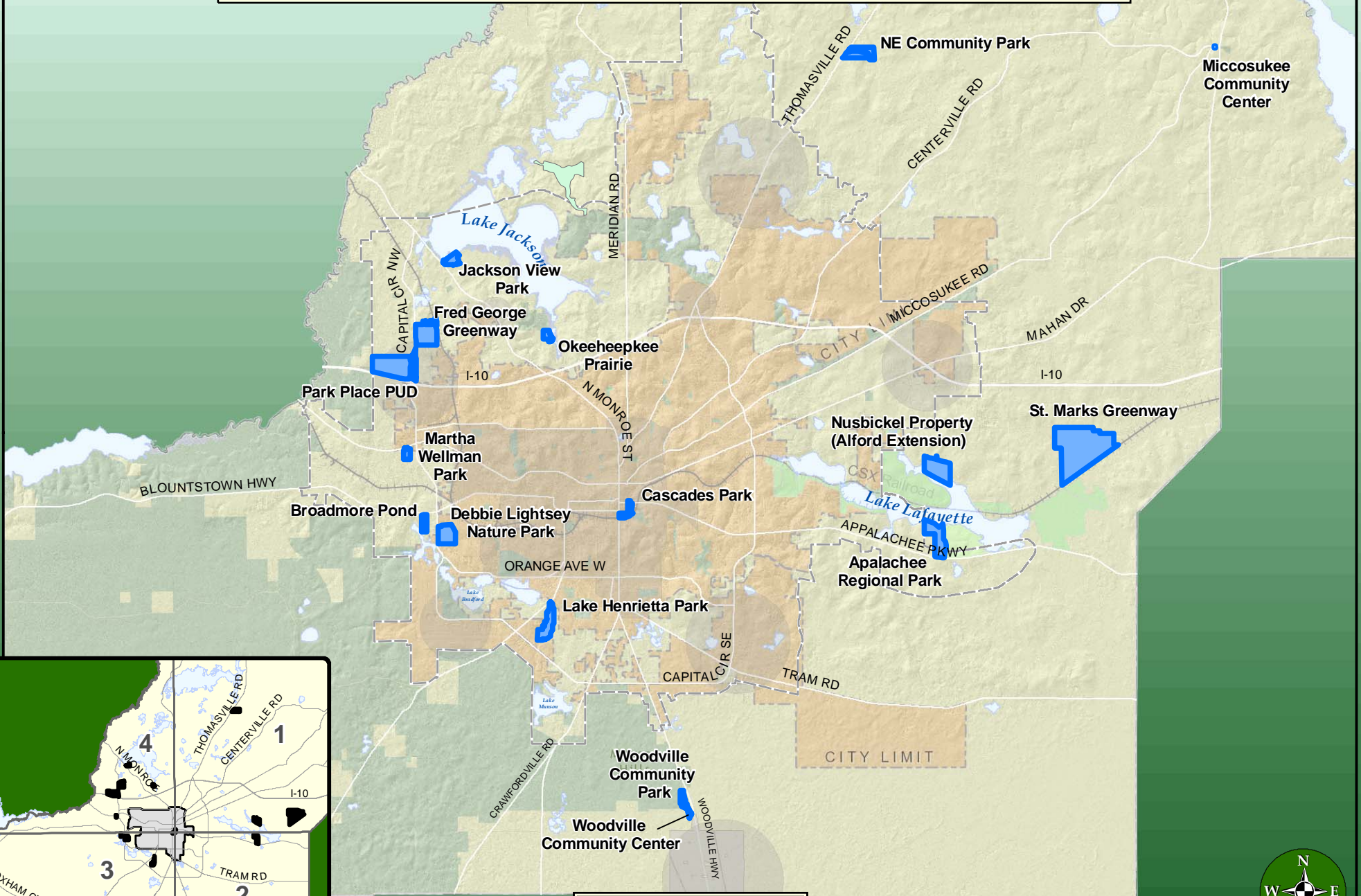
In the City of Tallahassee, there are two facilities that are not yet open to the public but were purchased with sales tax funds. These parks include Cascades Park and the Debbie Lightsey Nature Trail. The City of Tallahassee will maintain and operate Cascades Park and Debbie Lightsey Nature Trail. The annual

operating and maintenance of Cascades Park is \$687,200 plus a one time one-time, non-recurring start-up budget of \$205,600 for equipment.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
\$8,000,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Parks Built with Blueprint 2000 Funds



Quadrants: All

Project #46

Page 242 of 391

Posted at 3:00 p.m. on February 19, 2014



Project Number: 47

Project Name: America's First Christmas: DeSoto Winter Encampment

Committee Recommendations:

Tier I: \$500,000

Tier II: \$0

Estimated Project Cost: \$500,000

Project Cost Notes

The estimated cost includes an entrance feature, sidewalks, landscaping, and crosswalks.

Executive Project Summary:

With the development of the America's First Christmas site, Tallahassee can become a nationally promoted tourist destination for those wishing to commemorate the location of the first Christmas in the Americas.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

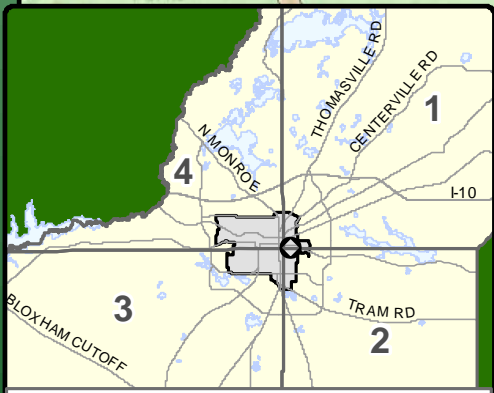
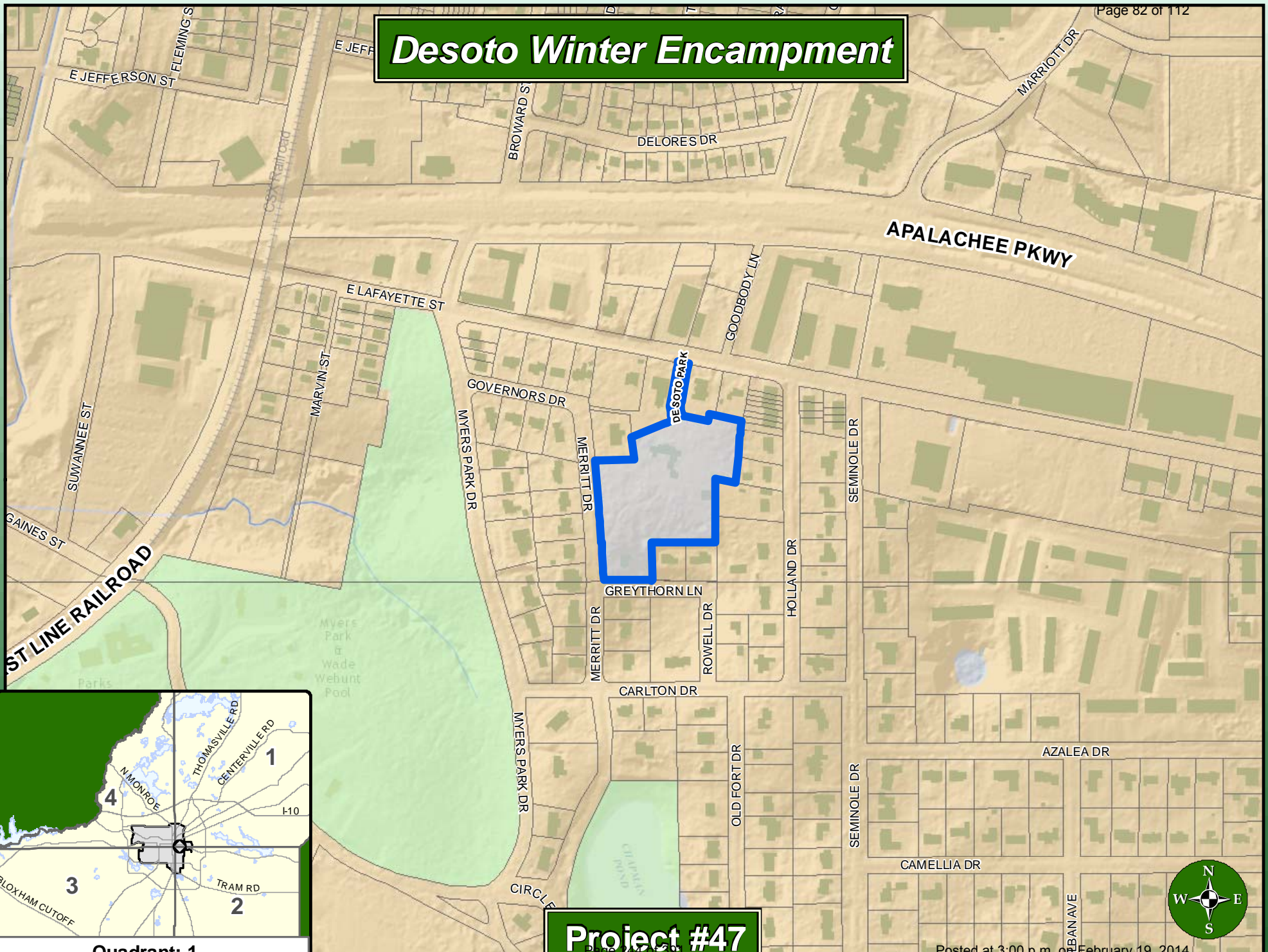
Detail Project Description

As the site itself is part of a state-owned park, the City and County are best suited for developing the surrounding transportation infrastructure such as additional sidewalks, widening of adjacent City/County roadways, and the overall improvement and beautification of the surrounding area. This Sales Tax proposal pertains to Goodbody Lane, a northeast to southwest road which is the preferred access point to the America's First Christmas site. The estimated cost includes an entrance feature, sidewalks, landscaping, and crosswalks.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
\$500,000	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Desoto Winter Encampment



Quadrant: 1

Project #47

Posted at 3:00 p.m. on February 19, 2014

Project Number: 48
Project Name: Northeast Park

Committee Recommendations:

Tier I: \$10,000,000
Tier II: \$0

Estimated Project Cost: \$13,200,00

Project Cost Notes

The Committee recommends the allocation of \$10 million towards the development of the Northeast Park.

Executive Project Summary:

The Northeast Park is 100-acre parcel located at the corner of Proctor Road and Thomasville Road. Currently, the northeast area of the County is the only geographically area that is not served by a community park. This project fills a significant gap in recreational facilities that currently exists in the northeast section of the County. The final designs for the park will depend on the community needs and input as the park nears development. While specific elements of the project will be determined by the community's needs and input, it is anticipated that the activity-based facilities will be limited to approximately 55 acres within the tract. The remaining approximate 45 acres of the park will be set aside as a passive park and will include trails for hiking and biking.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input type="checkbox"/> Environmental/Water Quality | <input checked="" type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

The Northeast Park is 100-acre parcel located at the corner of Proctor Road and Thomasville Road. Currently, the northeast area of the County is the only geographically area that is not served by a community park. During the May 22, 2012, the Board of County Commission purchased the park land. While specific elements of the project will be determined by the community's needs and input, it is anticipated that the activity-based facilities will be limited to approximately 55 acres within the tract and will include the following:

- Little League fields
- Multi-purpose fields
- Junior/Senior Major fields
- Concession/restroom facilities
- Adequate parking, lighting, irrigation, scoreboards, bleachers, sidewalks
- A maintenance building
- Playground
- Natural trails and trail head
- Necessary stormwater facilities

The remaining approximate 45 acres of the park will be set aside as a passive park and will include trails for hiking and biking.

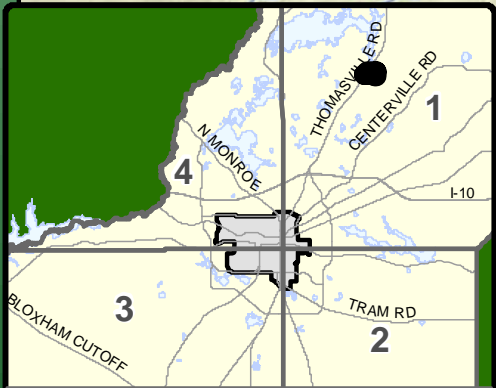
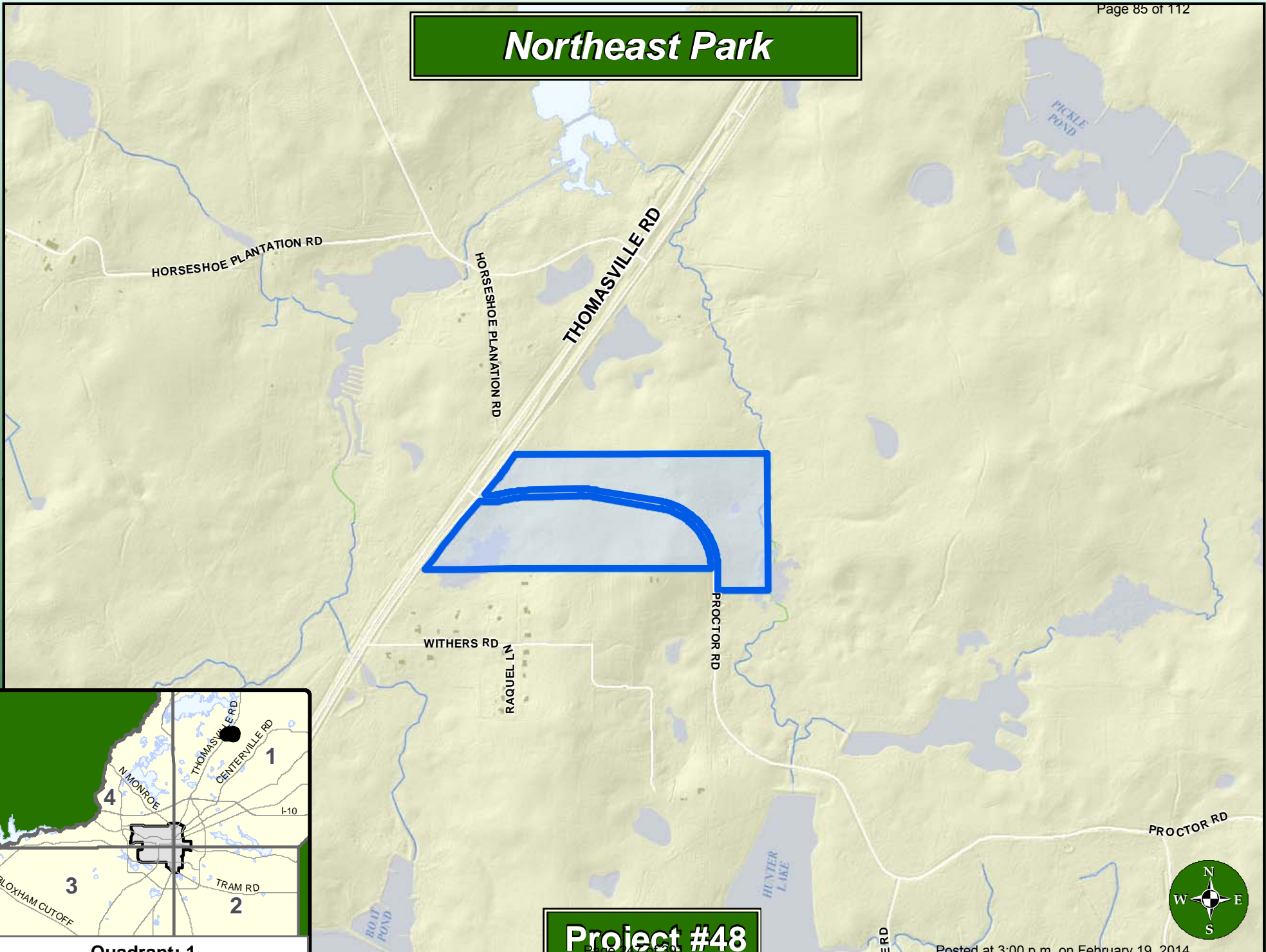
This project also includes the realignment and paving of Proctor Road within the confines of the park

property. Additionally, a north-bound turn lane would need to be added on Thomasville Road to facilitate traffic flow into the park.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
	Economic Vitality
\$11,700,000	Ecotourism/Parks
\$1,500,000	Vertical Infrastructure
	Gateways

Northeast Park



Quadrant: 1

Project #48



Posted at 3:00 p.m. on February 19, 2014

Project Number: 49
Project Name: Water Quality/Stormwater Funding

Committee Recommendations:

Tier I: \$85,000,000
Tier II: \$0

Estimated Project Cost: \$198,800,000

Project Cost Notes

On February 11, 2014, the Board of County Commissioners voted to equally allocate the water quality funding between the City and the County (\$42.5 million) each. The County and City Commissions will determine what specific projects will be funded. The Board also voted to fully fund Project 11: Lake Lafayette and St. Marks Regional Linear Park. The \$2.2 million for the stormwater aspect of Project 11 has subsequently been removed from the list of water projects below. The estimated project cost and cost breakout by themes reflects this.

The Committee recommended that \$85 million dollars of sales tax proceeds be set aside to address water quality issues in Leon County. The Committee acknowledges that there are insufficient funds to implement all of the water quality/ stormwater projects in this 'bucket'. The Committee agreed to defer the final funding decision on all water quality projects to the Blueprint Intergovernmental Authority.

Executive Project Summary:

On June 13, 2013, the Committee recommended that eighty-five million dollars of sales tax proceeds be set aside to address water quality issues in Leon County. Stormwater and water quality enhancements are an important role in preserving and enhancing Leon County's natural environment. This project seeks to improve water quality across the County, while respecting and improving sensitive land and bodies of water surrounding our community.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

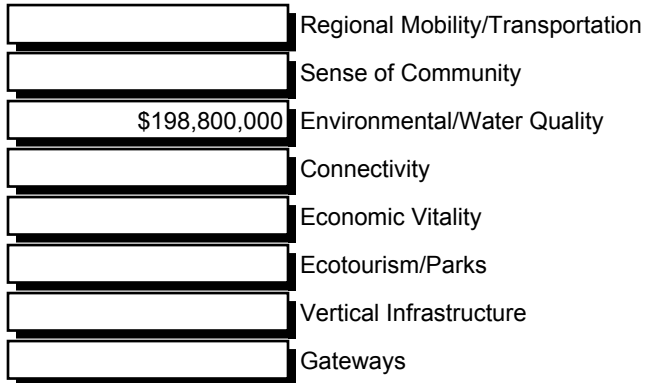
The Committee was presented with \$201 million in requests for water quality and stormwater projects. During the June 13, 2013 Sales Tax Committee meeting, the Committee recognized the importance of water quality and the significant impact it has on our community. The Committee decided to set aside \$85 million funding for water quality projects. The Committee recommended that consideration for funding be given to the following projects 11, 30, 36, & 38-45.

List of previous projects included in Project 49:

- Project 11: Lake Lafayette and St. Marks Regional Linear Park
- Project 30: Weems Road Flood Control
- Project 36: Killlearn Estates Freshwater Restoration Project
- Project 38: Downtown Stormwater Improvements
- Project 39: Alternative Sewer Solutions: Creating Comprehensive Wastewater Management for Leon County Unincorporated Area

- Project 40: Woodville Water Quality
- Project 41: Oak Ridge Sewer Project
- Project 42: Centerville Trace Water Resources
- Project 43A: Alternatives to Central Sewer in Harbinwood Estates: Decentralized Cluster System
- Project 43B: Alternatives to Central Sewer in Harbinwood Estates: Advanced Wastewater Treatment Plant
- Project 44: Lake Jackson Preservation and Mobility Enhancements
- Project 45: Sewer Hookups Incentive Program

Cost By Themes



Project Number: 30
Project Name: Weems Road Flood Control

Committee Recommendations:

Tier I: \$0
Tier II: \$0

Estimated Project Cost: \$7,800,000

Project Cost Notes

N/A

Executive Project Summary:

This project calls for the reconstruction of 0.80-miles of Weems Road from Mahan Drive to Easterwood as an urban street with curb and gutters, sidewalks, and bike lanes to meet current pedestrian and street safety standards. In addition, water quality enhancement will be accomplished through the elevation of Weems Road to prevent flooding and culvert enlargement in order to preserve and protect Lake Lafayette.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

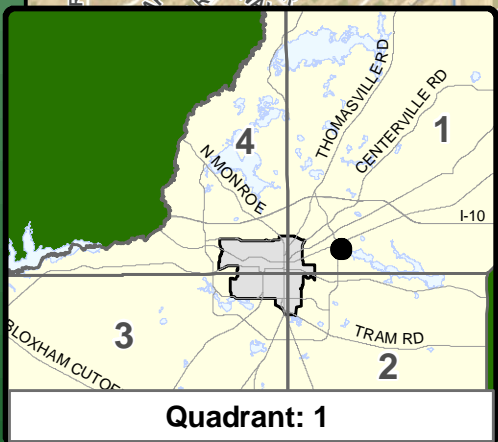
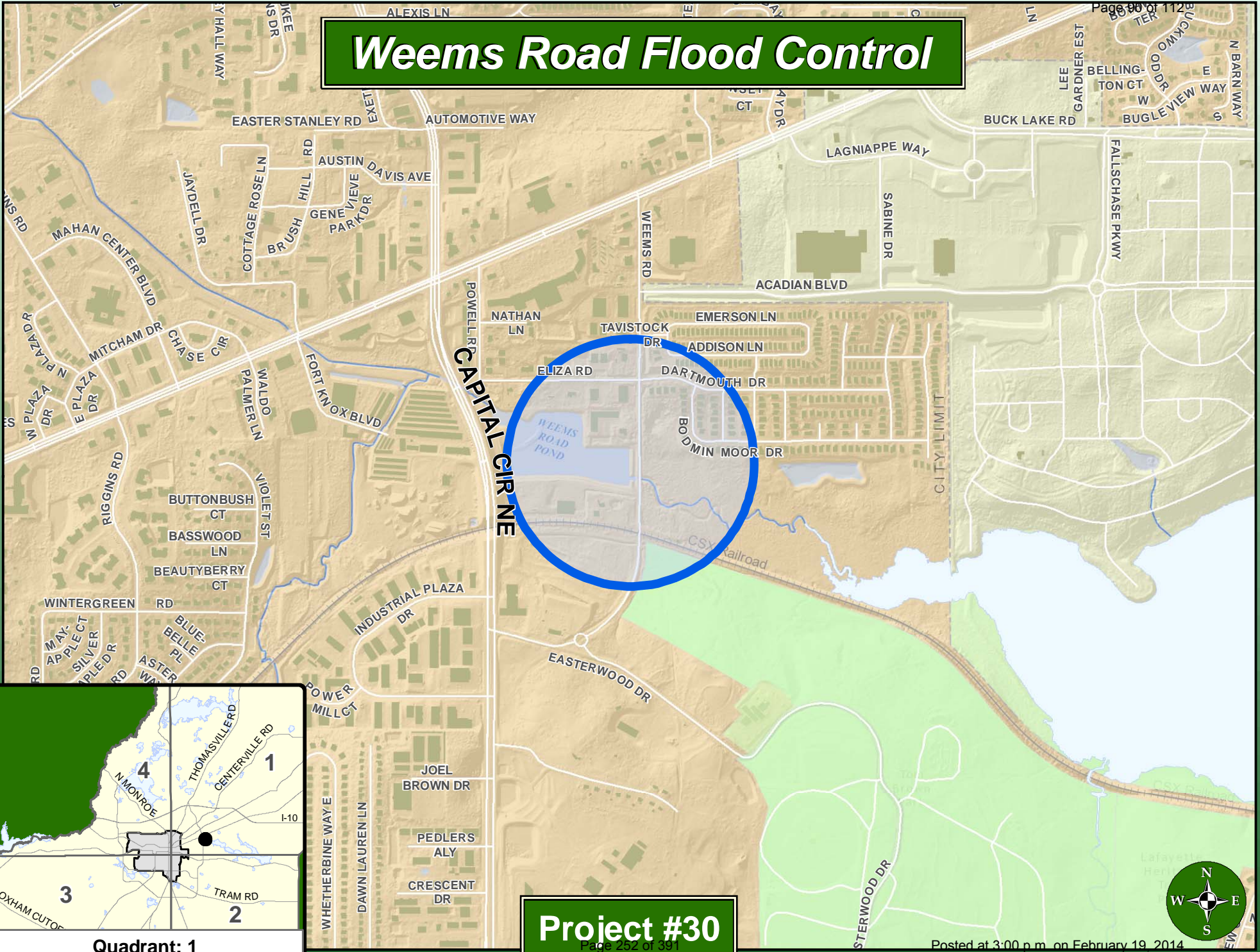
This project calls for the reconstruction of 0.80-miles of Weems Road from Mahan Drive to Easterwood as an urban street with curb and gutters, sidewalks, and bike lanes to meet current pedestrian and street safety standards. In addition, water quality enhancement will be accomplished through the elevation of Weems Road to prevent flooding and culvert enlargement in order to preserve and protect Lake Lafayette.

The sidewalks and bike lanes will allow non-motorized connections from the area's residential neighborhoods to the Commercial centers on Mahan Drive to the north and the recreational opportunities associated with Tom Brown Park to the south. As such, the enhancements will improve the multi-modal efficiency in the area including and surrounding the intersection of Weems Rd. and Mahan Drive, a state-owned road.

Cost By Themes

2,300,000	Regional Mobility/Transportation
	Sense of Community
2,500,000	Environmental/Water Quality
3,000,000	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Weems Road Flood Control



Quadrant: 1

Project #30



Project Number: 36
Project Name: Killearn Estates Freshwater Restoration Project

Committee Recommendations:

Tier I: \$0
Tier II: \$0

Estimated Project Cost: \$10,000,000

Project Cost Notes
N/A

Executive Project Summary:

Killearn Homeowners Association (KHA) has requested \$10M from the Sales Tax Committee for the City of Tallahassee to restore and protect Lake Killearny and Lake Hancock. COT has a MS4 permit from State to utilize these lakes, which are privately owned by KHA, for stormwater. The two specific issues that surround these water bodies pertain to the lakes' aesthetics and water quality. KHA is interested in resolving both issues with the requested \$10M.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input checked="" type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

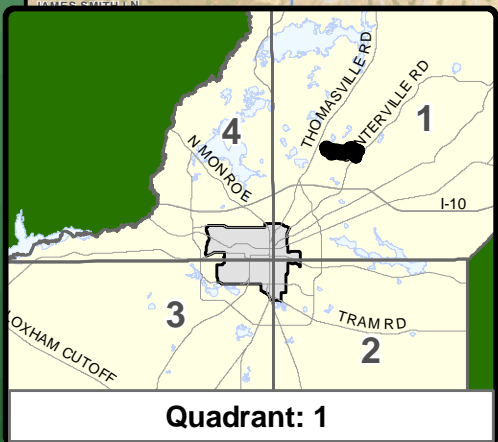
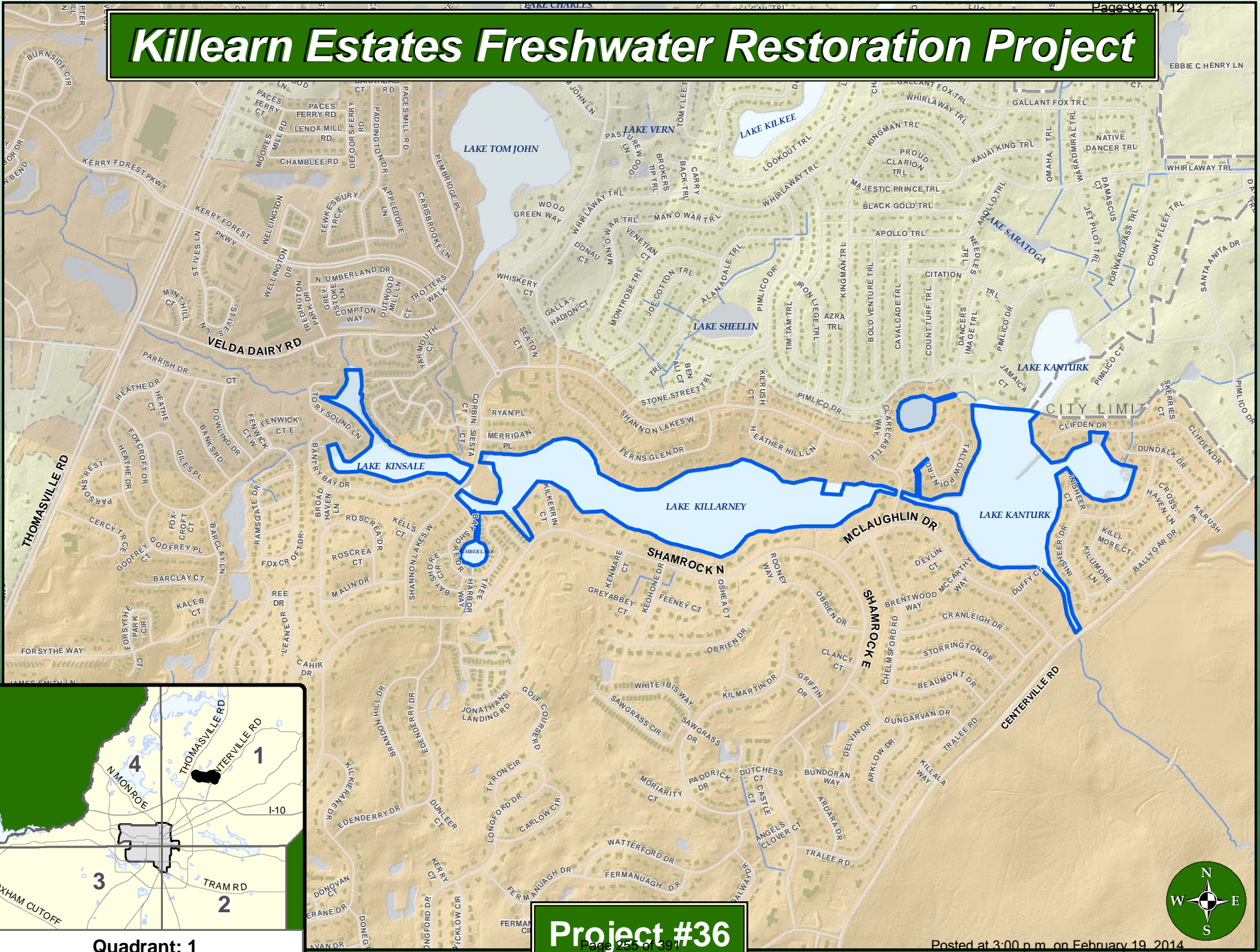
The proposed project would consist of building upstream treatment ponds as necessary to improve the water quality, while also removing sediments and over-excavating these lakes so as to create a permanent pool of water. A draft report from Florida Department of Environmental Protection (FDEP) has preliminarily identified these lakes as Impaired Water Bodies (water bodies of high pollutant levels). The City of Tallahassee is currently disputing that classification and working closely with FDEP to properly identify the pollutant levels and determining the appropriate corrective action, if any, needed to ensure the ponds' water quality.

The City staff does not support this request because the ponds are privately owned and the objectionable fluctuation in the pool levels within these ponds is hydrologic in nature. Therefore, any aesthetic improvements are the responsibility of the private owner. In addition, regarding the ponds' water quality, the City is currently working with FDEP to determine the appropriate levels of pollution within the ponds and to identify any corrective action needed.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$10,000,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Killarney Estates Freshwater Restoration Project



Quadrant: 1

Project #36



Posted at 3:00 p.m. on February 19, 2014

Project Number: 38

Project Name: Downtown Stormwater Improvements

Committee Recommendations:

Tier I: \$0

Tier II: \$0

Estimated Project Cost: \$25,000,000

Project Cost Notes

N/A

Executive Project Summary:

Although the Lake Elberta Regional Stormwater Facility has ample reserve capacity, there is an inadequate upstream conveyance system preventing potential development from tapping into that capacity. The proposed improvements to the stormwater conveyance system would College Avenue, Stadium, and Lake Bradford Road areas and allow future development to take advantage of the full capacity of the Lake Elberta Facility. This would further encourage redevelopment of the urban core. This project supports the goals of the College Avenue Placemaking Plan.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

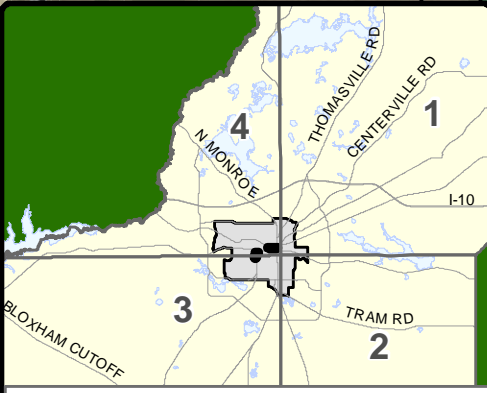
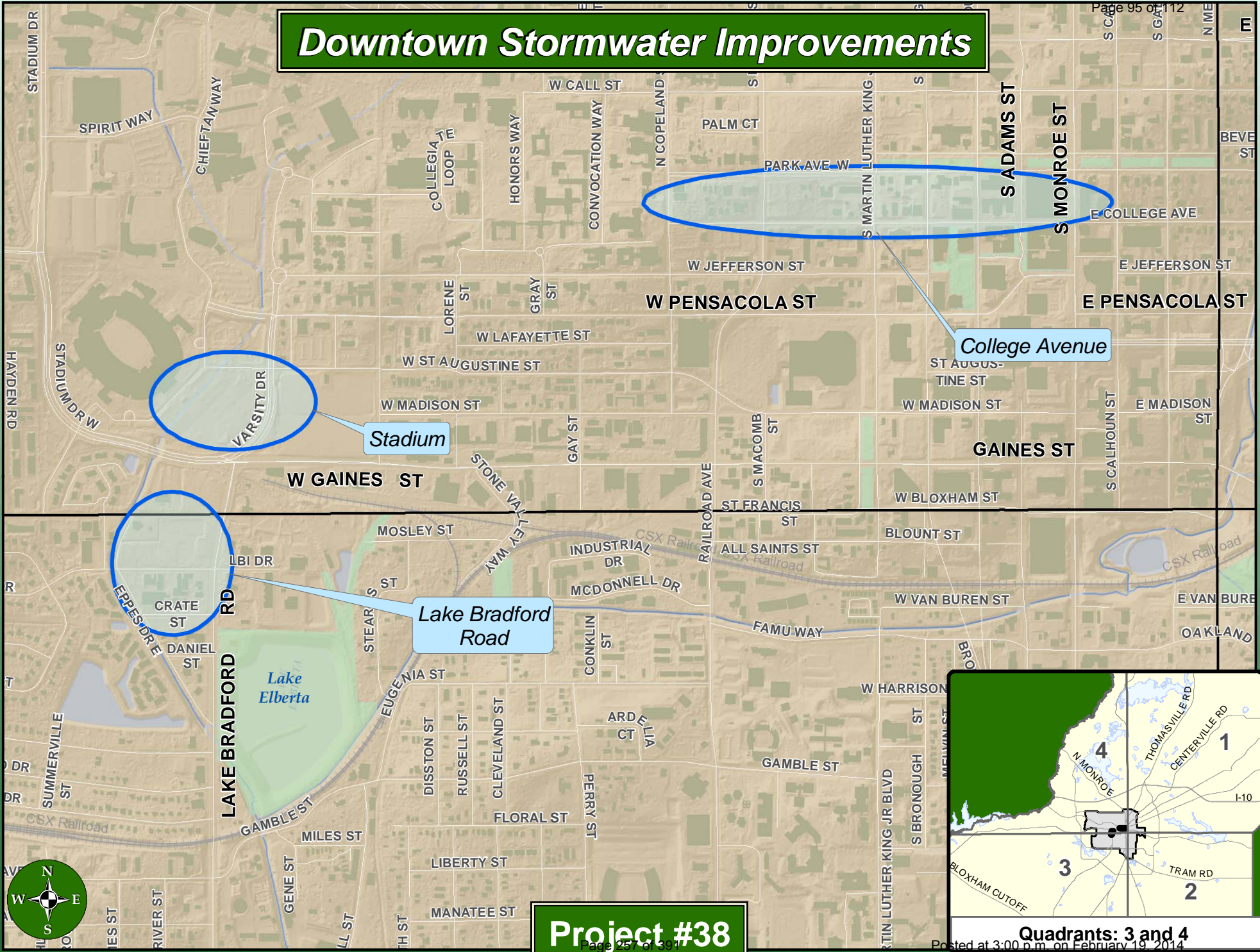
Detail Project Description

These projects would involve placing culverts underground to convey stormwater to Lake Elberta. This would allow redevelopment of the benefiting properties because land would no longer be needed onsite for stormwater ponds.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
	Environmental/Water Quality
	Connectivity
\$25,000,000	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Downtown Stormwater Improvements



Quadrants: 3 and 4

Project #38

Page 257 of 391

Posted at 3:00 p.m. on February 19, 2014

Project Number: 39

Project Name: Alternative Sewer Solutions: Creating Comprehensive Wastewater Management for Leon County Unincorporated Area

Committee Recommendations:

Tier I: \$0

Tier II: \$0

Estimated Project Cost: \$2,800,000

Project Cost Notes

This project consists of three components, which are listed below:

Part I: Wastewater Management Plan and Execution (\$2.8 million)

Part II: Wastewater Treatment Facilities Plan Execution (\$50 million – \$62.2 million)

Part III: Connection Assistance Funding for existing Sewer (\$2.0 million)

Executive Project Summary:

This project involves developing alternative methods of domestic wastewater treatment and disposal, rather than on-site sewage treatment and disposal systems (septic tanks) or connection to the City of Tallahassee central sewer system. Implementation of cluster disposal systems or package treatment and disposal facilities requires modification to the Tallahassee/Leon County Comprehensive Plan as directed by the Board of County Commissioners.

Themes

Regional Mobility/Transportation

Economic Vitality

Sense of Community

Ecotourism/Parks

Environmental/Water Quality

Vertical Infrastructure

Connectivity

Gateways

Detail Project Description

On November 29, 2012, the Water Resources Committee (WRC) and the Wakulla Springs Alliance presented options on the alternatives to central sewer to the Committee. Subsequently, Robert Scanlon, the Chair of the WRC distributed a project proposal to the Committee for consideration. In the January 31, 2013 letter, Mr. Scanlon notes that the document has not been approved by the entire WRC but that the proposed project does represent a restatement of the previous presentation to the Committee. This project consists of three components, which are listed below:

Part I: Wastewater Management Plan and Execution (\$2.8 million)

Part II: Wastewater Treatment Facilities Plan Execution (\$50 million – \$62.2 million)

Part III: Connection Assistance Funding for existing Sewer (\$2.0 million)

Note: During the Leon County Board of County Commissioner's January 29, 2013 workshop on "Septic System Management Options," the Board provided the following direction to staff, which was ratified by the Board on during the February 12, 2013 meeting:

1. Direct staff to continue to pursue proposed sales tax extension project #10, Woodville Water Quality.
2. Direct staff to bring back a proposed amendment of the Code of Laws to establish an Advanced Wastewater Treatment nitrogen standard for new construction within the PSPZ, with means for managing those systems not on central sewer.
3. Direct staff to remain actively engaged in the BMAP process for the Upper Wakulla River and support further sampling to identify sources' relative nitrate loads, particularly from Inflow north of the Cody Scarp and at the state line, the scope of which will be established as part of the BMAP process.

4. Direct staff to include \$50,000 in funding in the FY 2013/14 budget for the Leon County Health Department to complete an inventory of all septic systems within Leon County, in coordination with TLC-GIS.
5. Direct staff to take no action at this time to institute a county-wide level 4 or 5 RME or Wastewater/Nutrient Management Utility.
6. Direct staff to pursue an amendment of the Code of Laws to require a county-wide 24-inch separation, between the bottom of the drainfield and wettest season water table, for the repair of failing septic systems.
7. Direct staff to initiate a Comprehensive Plan amendment in the 2014-1 cycle which maintains the goal of spring protection, but removes the technical specificity by which this can be achieved with respect to wastewater treatment.

In addition, on March 12, 2013, the Board approved modifications to amend the 2030 Sewer Masterplan, which deletes the requirement to include the additional area west of the Woodville Rural Community. The Board's priority/focus has been the development of the Woodville Rural Community node as a vibrant economic center. Central sewer is a key factor to allow the crucial density to occur. This area has been designated in the City's Sewer Masterplan for decades for connection to its system. The Woodville Urban Fringe area, due to its more rural character, has not historically been included in the Masterplan, and staff recommends that the City not be required to amend its Masterplan to include this more rural area. The removal of the request to amend the Sewer Masterplan to include the Woodville Urban Fringe area is consistent with all of the Board's actions to date. The Sales Tax Project #10 had three components, flood study, Woodville Rural Node Sewer, Woodville Urban Fringe Sewer. The project description is consistent with the approach being recommended in this agenda item to remove the urban fringe area from the City's 2030 Sewer Masterplan: provide central sewer to the Rural Community node and allow other AWT alternatives to be considered for the urban fringe area. This project can be found on page 36 of the Leon County Proposed Sales Tax Projects booklet.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$2,800,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Project Number: 40
Project Name: Woodville Water Quality

Committee Recommendations:

Tier I: \$0
Tier II: \$0

Estimated Project Cost: \$25,800,000

Project Cost Notes

This project cost is only for the sanitary sewer mainline construction only. Funding regarding landowner assistance for sewer hookups is addressed in Project #45.

Executive Project Summary:

This project implements direction provided in the Comprehensive Plan and external reports on the protection of Wakulla Springs.

The proposed project includes three components to help reduce existing nitrate loading and manage flooding issues for future development in the area. This project involves two major features:

- 1) The Woodville Recharge Basin Flood Study to document areas susceptible to closed depression flooding and to protect these areas from further development.
- 2) Construct sanitary sewer lines in the Woodville Rural Community to provide access to nitrogen-reducing central sewer facilities. Access to central sewer will address high nitrogen loads from existing septic tanks as well as allow for higher density new development, redevelopment, and expanded commercial opportunities in Woodville Rural Community.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

Septic systems in the Woodville area of Leon County have been identified as a major source of nitrate loading to the groundwater and Wakulla Springs. Wakulla Springs is a first magnitude spring and is the longest and deepest known submerged freshwater cave system in the world. Located just five miles south of the Leon County line, Wakulla Springs is an important part of the regional culture and recreational economy.

1. Woodville Recharge Basin Flood Study

The flood study will evaluate closed-depression flooding throughout the Woodville Recharge Basin following high-volume storm events to ensure that future development occurs in appropriate locations. Leon County's experience in 1994 was that smaller closed depression areas were overwhelmed during tropical storms and began cascading to adjacent depressions. The product of this study will be a map indicating high water elevations and susceptible areas to be protected from development.

2. Woodville Rural Community Advanced Wastewater Treatment Service

The Woodville Rural Community begins three miles south of Capital Circle Southeast and includes approximately 2,600 acres. The proposed project will provide the rural community with access to sewer facilities designed to achieve Advanced Wastewater Treatment standards. This project would allow for higher density new development, redevelopment, and expanded commercial opportunities. Additionally, Advanced Wastewater Treatment reduces potential nitrate loading to the groundwater by approximately a factor of ten. Reducing the nitrate load helps to protect groundwater and achieve restoration goals for Wakulla Springs.

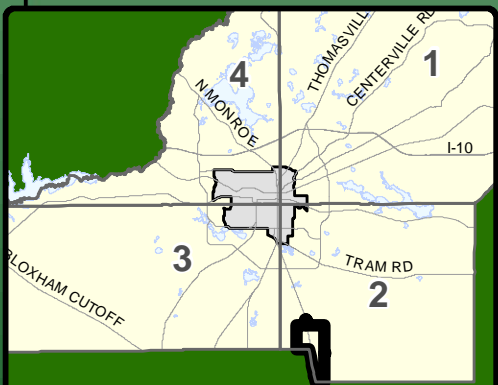
The County and City may choose to develop a landowner connection incentive program and financing option to address the financial burden and allow for sufficient connections to ensure that maximum benefits are achieved from the public capital investment in the sewer system. This incentive program is described in Project 45.

The Urban Fringe area west of the Rural Community will be evaluated for onsite nitrogen-reducing technology in lieu of central sewer due to the reduced development density.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$25,800,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Woodville Water Quality*



Quadrant: 2

Project #40



Posted at 3:00 p.m. on February 19, 2014

Project Number: 41
Project Name: Oak Ridge Sewer Project

Committee Recommendations:

Tier I: \$0
Tier II: \$0

Estimated Project Cost: \$30,600,000

Project Cost Notes

This project cost is only for the sanitary sewer mainline construction only. Funding regarding landowner assistance for sewer hookups is discussed in Project #45.

Executive Project Summary:

The Oak Ridge Sewer Project addresses the Lake Munson sewer target area identified in the City of Tallahassee 2030 Master Sewer Plan. The 3,173-acre Lake Munson sewer target area lies within the Wakulla Springs Primary Springs Protection Zone. The project centralizes sewer and reduces the possibility of high nitrogen and fecal coliform discharges to the natural systems, which can occur when septic tanks do not function properly, thereby improving the water quality of the area as well as the water quality of Wakulla Springs.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

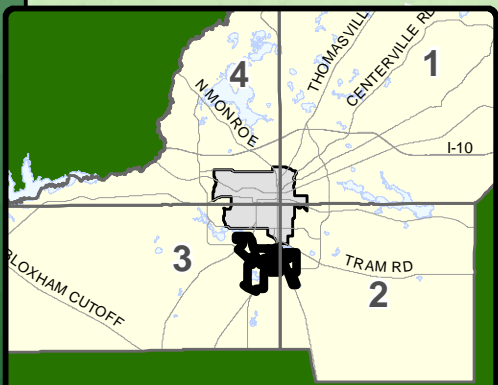
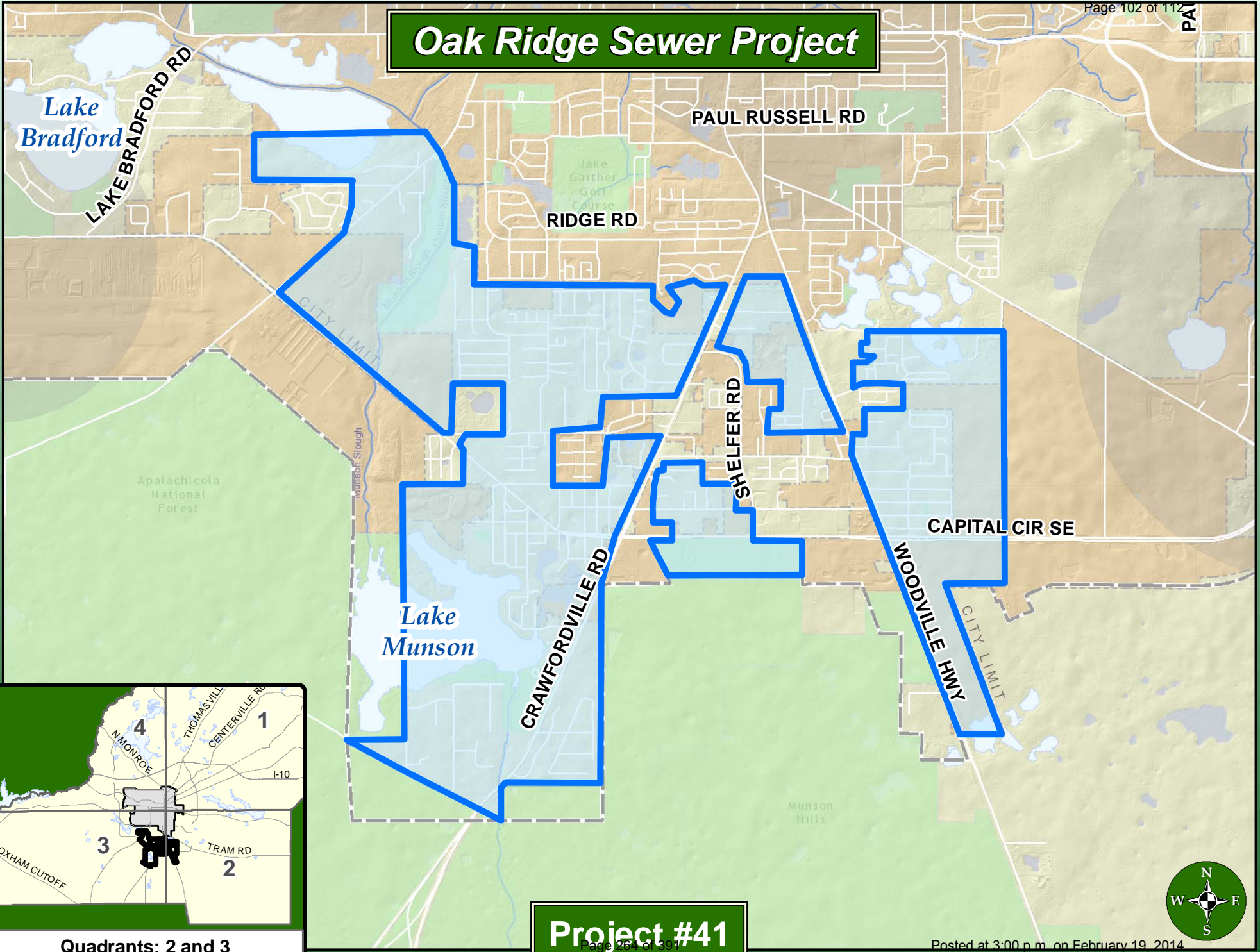
Detail Project Description

The project would allow provide access to sewer for over 2,500 landowners currently operating septic tanks in the Lake Munson sewer target area. The County and City may choose to develop an incentive program and financing option to address the individual landowner connection costs and allow for sufficient connections to ensure that maximum benefits are achieved from the public capital investment in the sewer system. This incentive program is described in Project 45.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$30,600,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Oak Ridge Sewer Project



Quadrants: 2 and 3

Project #41

Posted at 3:00 p.m. on February 19, 2014

Project Number: 42
Project Name: Centerville Trace Water Resources

Committee Recommendations:

Tier I: \$0
Tier II: \$0

Estimated Project Cost: \$5,000,000

Project Cost Notes

Sanitary sewer mainline construction only; landowner assistance provided under Project #45

Executive Project Summary:

The Centerville Trace Water Resources project addresses a sewer target area identified in the 2030 Master Sewer Plan. The Centerville Trace subdivision is also a sewer target area identified in the Water and Sewer Agreement between the City and County. The project centralizes sewer and reduces the possibility of high nitrogen and fecal coliform discharges to the natural systems that can occur when septic tanks do not function properly, thereby improving the water quality of the area as well as the water quality of Dove Pond.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

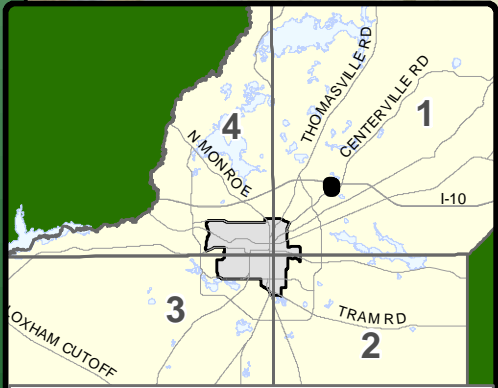
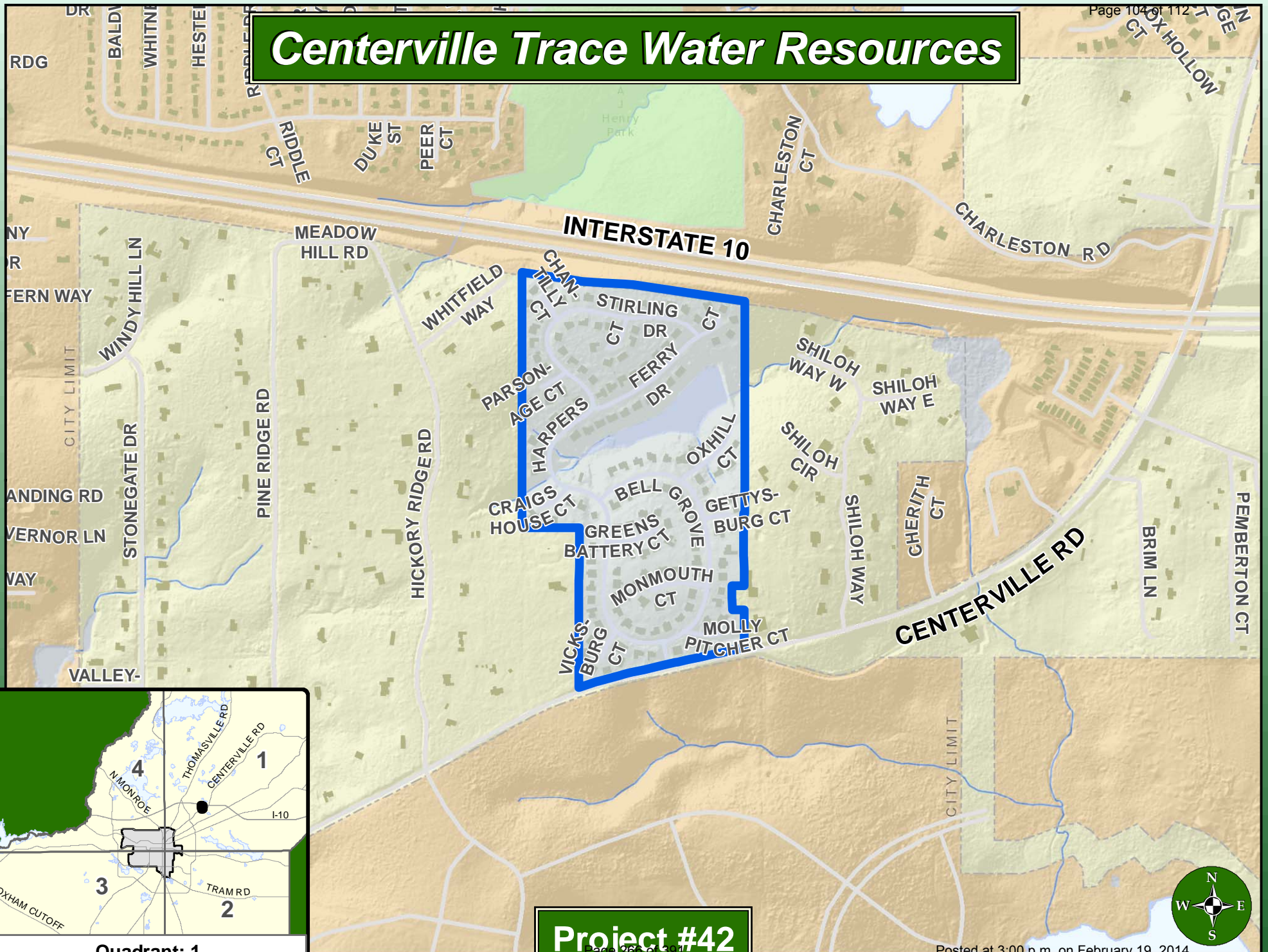
The 167-lot subdivision is located in northeast Tallahassee, with less than the 1/2-acre lot size required by current state standards. Sanitary sewer mainline construction will allow access to central sewer to reduce the possibility of high nitrogen and fecal coliform discharges to the natural systems.

The City and County may choose to develop an incentive program and financing option to address the financial burden and allow for sufficient connections to ensure that maximum benefits are achieved from the public capital investment in the sewer system. This incentive program is described in Project 45.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$5,000,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Centerville Trace Water Resources



Quadrant: 1

Project #42

Page 266 of 391

Posted at 3:00 p.m. on February 19, 2014

SALES TAX PROJECTS

Project Number: 43 A&B

Project Name: Alternatives to Central Sewer in Harbinwood Estates

Committee Recommendations:

Tier I: \$0

Tier II: \$0

Estimated Project Cost: \$29,300,000

Project Cost Notes

Two alternatives to constructing central sewer in Harbinwood have been proposed by community members. Therefore the more expensive cost is shown as the project total. If an alternative to central sewer in Harbinwood is pursued, only one of these options would be implemented.

A: \$14,100,000 - Estimated costs include residential property acquisition and piping, pumps etc. for a cluster septic system with appropriately designed drainfields

B: \$29,300,000 - The project cost includes land acquisition, design permitting, and construction of a centralized sewer collection system- and Advanced Wastewater Treatment Plant (AWT) plant with an effluent disposal irrigation system.

Executive Project Summary:

This project is an alternative to connecting the neighborhood to the City's central sewer system.

A.) Use of cluster septic tank disposal sites within Harbinwood Estates Subdivision (\$14.1 million). This project is for the construction of a decentralized cluster system of new drainfields within the Harbinwood Community to enhance the treatment of the domestic waste.

Or

B.) Sanitary Sewer Construction to new wastewater treatment plant in Harbinwood Estates Subdivision(\$29.3 million). This project would replace approximately 400 substandard septic tanks with a neighborhood centralized gravity collection system routed to a neighborhood AWT plant capable of meeting all current AWT standards including treating the domestic effluent for nitrogen to 3mg/l. The new treatment plant and disposal site would be located within the neighborhood.

Themes

Regional Mobility/Transportation

Economic Vitality

Sense of Community

Ecotourism/Parks

Environmental/Water Quality

Vertical Infrastructure

Connectivity

Gateways

Detail Project Description

Project 43A is for the construction of a decentralized cluster system of new drainfields within the Harbinwood Community to enhance the treatment of the domestic waste. This project is an alternative to connecting the residents to the City's central sewer system.

Harbinwood is a 400 lot subdivision consisting of less than 1/2 acres lots. Construction of a decentralized cluster system meeting the appropriate treatment standards is estimated to require the acquisition of approximately 35 lots (homes) to provide sufficient land area for the enhanced drainfields with a

reasonable loading rate for the clay soils. Mounded systems are likely given the high water table. Retrofitting to route clusters of homes to a common drainfield would require effluent pumps, piping etc.

Provision of functioning drainfields would improve water quality of Lake Jackson with the reduction of fecal coliform and nitrogen loading to the surface water of the lake. This alternative does not provide AWT treatment as there are currently no State approved septic systems that are certified to meet AWT standards.

The estimated cost of this cluster system project for property acquisition, design, permitting and construction is \$14.1 million.

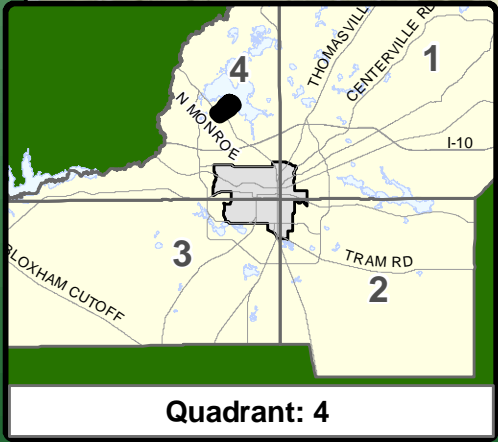
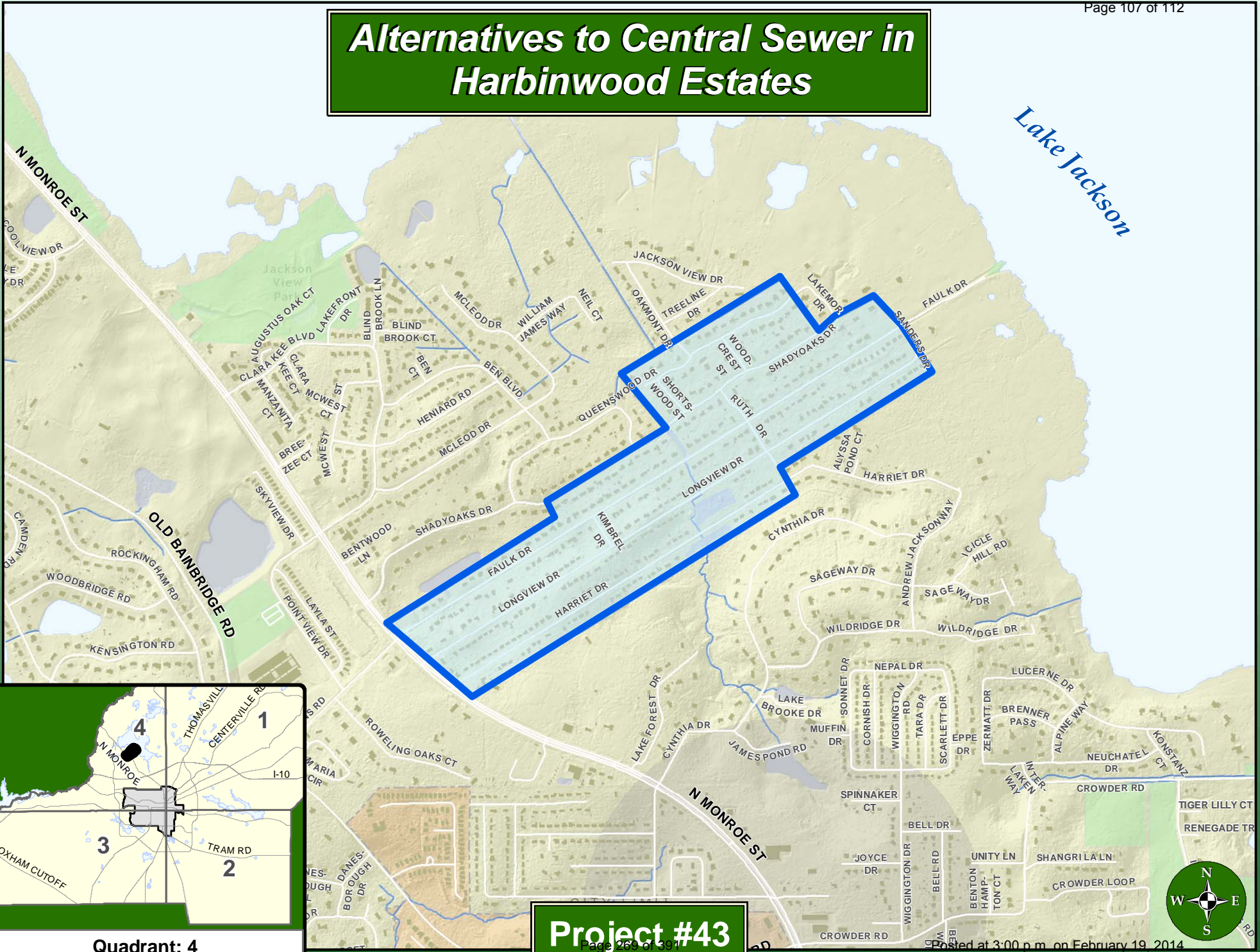
Project 43B consists of land acquisition for both the drainfield and treatment plant which is estimated at 37 lots. The plant and drainfield must be located outside of the Special Development Zones. Construction of a centralized collection system, a advanced wastewater treatment plant with odor control and capable of producing effluent with a nitrogen concentration of 3mg/l or less, a drip irrigation system disposal system.

Both project options would remove, either by treatment or physical removal, 400 non functioning septic systems and improve the water quality of Lake Jackson with the decrease in nitrogen loading.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$29,300,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Alternatives to Central Sewer in Harbinwood Estates



Project #43
Page 269 of 391

Posted at 3:00 p.m. on February 19, 2014

Project Number: 44

Project Name: Lake Jackson Preservation and Mobility Enhancements

Committee Recommendations:

Tier I: \$0

Tier II: \$0

Estimated Project Cost: \$29,400,000

Project Cost Notes

The project cost includes acquisition of eastern shore property with trails and habitat restoration. Also, this project cost reflects the sanitary sewer mainline construction only, connecting to the City's central sewer system. Funding regarding landowner assistance for sewer hookups is discussed in Project #45.

Executive Project Summary:

The Lake Jackson Enhancement and Preservation project seeks to reduce nutrient loading, improve lake water quality, and preserve a treasured natural amenity in the unincorporated county designated as an 'Outstanding Florida Waterbody' while implementing a portion of the Lake Jackson Greenways. This project provides additional bike and pedestrian interconnections and links to existing trails to County and State parks, including Lake Jackson. The project restores the eastern shore ecosystem of the lake through the acquisition of 275 acres of vacant property. Finally, this project provides sanitary sewer access within the Harbinwood subdivision to address nearly 400 septic system discharges.

Themes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input checked="" type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input checked="" type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

A critical component of the project is constructing sanitary sewer main lines in the Harbinwood subdivision, connecting the neighborhood to the City's central sewer system. The Harbinwood subdivision is a sewer target area identified in the Water and Sewer Agreement between the City and County. This area has been identified as a major contributor to high nutrient concentrations in Lake Jackson and is part of an area identified as a target sewer project. The County and City may choose to develop a landowner connection incentive program and financing option to address the financial burden and allow for sufficient connections to ensure that maximum benefits are achieved from the public capital investment in the sewer system. The incentives are addressed in Project #45.

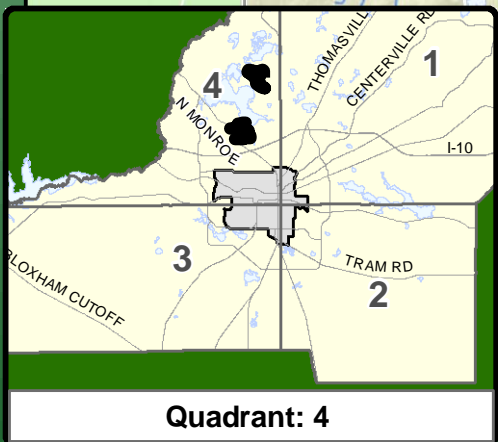
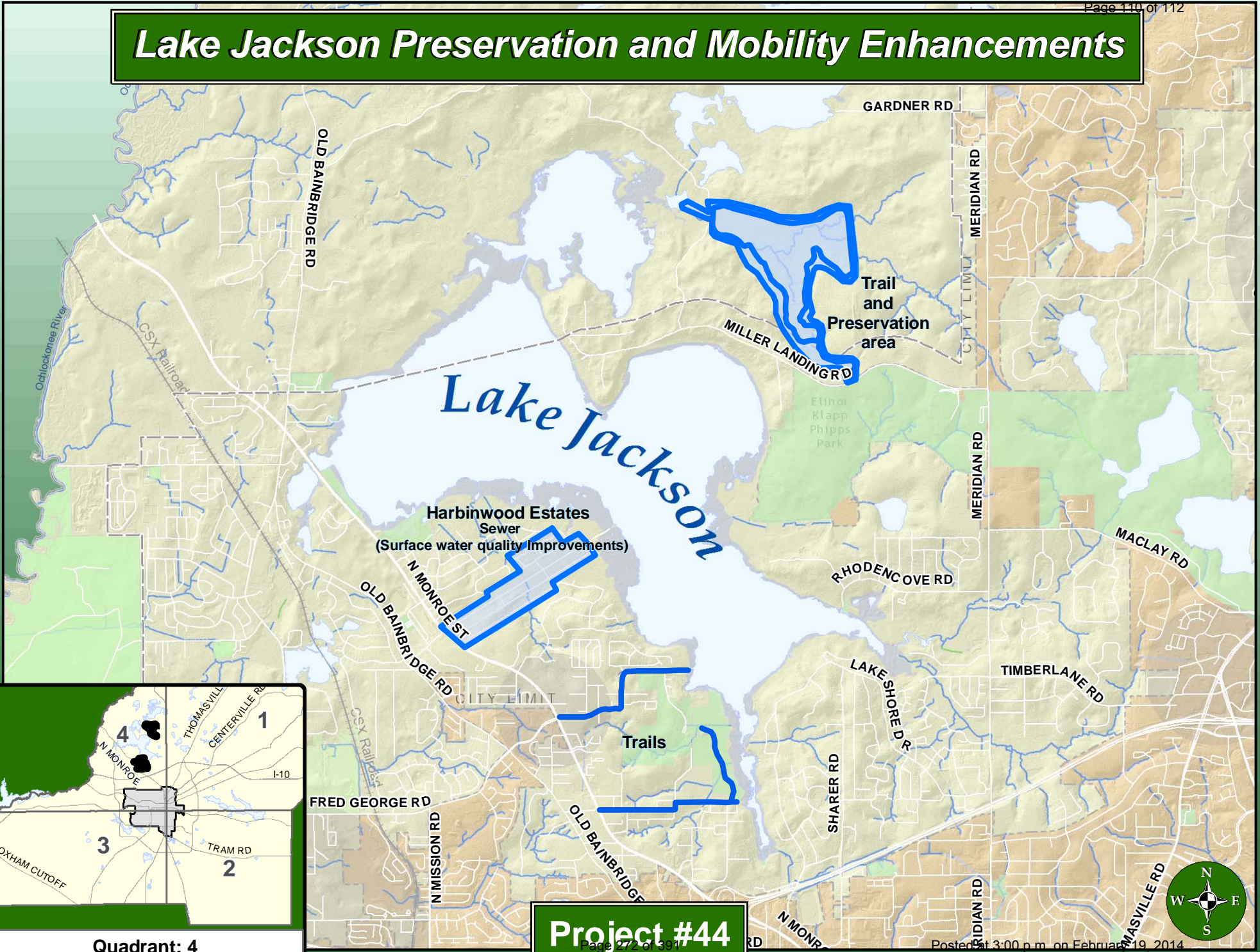
The project originally identified eastern shore property for acquisition and restoration of the watercourse; however, the landowner has subsequently indicated the property is not available for purchase. Approximately \$15.9 million of the total project cost is associated with this component.

The balance of the project involves improvement of the Crowder Road and US 27 North intersection, and construction of sidewalks along Crowder Road and Fuller Road to provide neighborhood access to the regional amenities. The sidewalks along Crowder Road and Talpeco/Fuller Roads connect neighborhoods to the Lake Jackson Mounds State Park and the County's Okeeheepkee Prairie Park.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$27,900,000	Environmental/Water Quality
\$1,500,000	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Lake Jackson Preservation and Mobility Enhancements



Quadrant: 4

Project #44

Page 272 of 391

Posted at 3:00 p.m. on February 19, 2014



SALES TAX PROJECTS

Project Number: 45
Project Name: Sewer Hookups Incentive Program

Committee Recommendations:

Tier I: \$0
Tier II: \$0

Estimated Project Cost: \$33,100,000

Project Cost Notes

The attached table estimates that this program could cost up to \$33.1 million. The Committee may choose allocate only a certain amount of funds for the the sewer hookup incentive program.

Executive Project Summary:

This project is for providing incentives to landowners for sewer hookups. The Committee may choose to develop an incentive program and financing option to address the financial burden and allow for sufficient connections to ensure that maximum benefits are achieved from the public capital investment in the sewer system.

Themes

- | | |
|---|---|
| <input type="checkbox"/> Regional Mobility/Transportation | <input checked="" type="checkbox"/> Economic Vitality |
| <input type="checkbox"/> Sense of Community | <input type="checkbox"/> Ecotourism/Parks |
| <input checked="" type="checkbox"/> Environmental/Water Quality | <input type="checkbox"/> Vertical Infrastructure |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Gateways |

Detail Project Description

The attached table outlines possible scenarios for funding an incentive project for sewer connections.

Cost By Themes

	Regional Mobility/Transportation
	Sense of Community
\$33,100,000	Environmental/Water Quality
	Connectivity
	Economic Vitality
	Ecotourism/Parks
	Vertical Infrastructure
	Gateways

Sales Tax Septic Tank Abatement Discussion
November 29, 2012

Project Area	Septic Tanks		(A)	(B)	(C)	(D)**	(E)
	With Sewer Available	Without Sewer Available	Capital Costs for Sewer (million dollars)	Connection Costs at \$12,000 per Connection (million dollars)	(A+B) Total System + Connection Cost (million dollars)	Connection Costs at \$7,000 per Connection (million dollars)	(A+D) Total System + Connection Cost (million dollars)
Centerville Trace ^a	0	167	\$5.0	\$2.0	\$7.0	\$1.2	\$6.2
Harbinwood ^a	0	400	\$12.1	\$4.8	\$16.9	\$2.8	\$14.9
Woodville ^a	0	1274	\$24.5	\$15.3	\$39.8	\$8.9	\$33.4
Woodville (Urban Fringe) ^a	<u>0</u>	<u>1,671</u>	<u>\$33.4</u>	<u>\$20.1</u>	<u>\$53.5</u>	<u>\$11.7</u>	<u>\$45.1</u>
Co. subtotal		3,512	\$75.0	\$42.2	\$117.2	\$24.6	\$99.6
City Septic Tanks ^b	<u>1044</u>	<u>174</u>	<u>\$5.2</u>	<u>\$14.6</u>	<u>\$19.8</u>	<u>\$8.5</u>	<u>\$13.7</u>
Total =	1044	3,686	\$80.2	\$56.8	\$137.0	\$33.1	\$113.3

a: From Leon County Sales Tax Workshop Agenda Materials

b: From City Underground Utilities to serve 174 OSTDs

Proposal for Including an Incentive to Connect:

- Use sales tax revenue to provide grant for connecting within 12 months of availability.
 - Would be available to all County residents, including those within the City.
 - City and County should consider jointly adopting a policy of enforcing state law requiring connection within 12 months.
- ** Reduced connection charges based on economies of scale and cost averaging for a large number of connections.**

**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Agreement Awarding Bid to Jenkins Roofing in the Amount of \$457,895 for the 25-Year Warrantied Reroofing of the Bank of America Building

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Tom Brantley, P.E., Director, Department of Facilities Management
Lead Staff/ Project Team:	John Ward, Construction Manager Albert Sessions, Facilities Maintenance Superintendent

Fiscal Impact:

This item has been budgeted in the FY 13/14 Capital Improvement Program Budget and funding is available.

Staff Recommendation:

Option #1: Approve the Agreement awarding Bid to Jenkins Roofing in the amount of \$457,895 for the 25-year warrantied reroofing of the Bank of America Building, and authorize the County Administrator to execute (Attachment #1).

Report and Discussion

Background:

This project will consist of replacing the existing roof system at the Bank of America building. The roof is near the end of its useful life. During a recent project on the roof, a small portion of the roof was removed. Moisture was discovered underneath the base layer, which revealed that the roof has already failed. Therefore, plans for re-roofing the building were accelerated resulting in this current project.

Design for this project is in compliance with the 2010 Florida Building Code. The new roof will be a modified bitumen roof system with a manufacturer's 25-year NDL warranty. It will be installed over a new sloping, insulating lightweight concrete roof deck pitched at a steeper slope than the original roof for improved drainage. Additionally, the new deck will provide approximately R20 insulation value. The original roof had no insulation installed. Thus, the new installation will result in energy savings for the County.

This work will be performed after a companion waterproofing project at the Bank of America building. To facilitate this, the contractor has agreed to hold his prices for 90 days. The contractor and County are further discussing the "direct purchase option" (DPO) to both lock-in current pricing of asphalt-based roofing materials, as well as save sales taxes. The DPO approach has been used successfully at other projects, including the Public Safety Complex.

Funding for this project is in the FY 13/14 Capital Improvement Program Budget.

Analysis:

The Purchasing Division advertised this bid locally on October 20, 2013, and 211 vendors were notified through the automated bid procurement system. A total of 20 vendors requested bid packages. The bids were opened on December 12, 2013, and there were a total of four bids (Attachment #2). Jenkins Roofing submitted the lowest responsive bid in the amount of \$457,895.

The Minority, Women, and Small Business Enterprise Division reviewed the MWBE participation plans for three bid submissions to determine if the aggregate 15% aspirational target for this project was met (Attachment #3). One vendor exceeded the aggregate aspirational target; therefore, the Good Faith Effort is not required. One vendor did not meet the aggregate aspirational target prescribed; however, the Good Faith Effort form was completed. The third vendor did not meet the aggregate aspirational target and did not complete the Good Faith Effort Form; therefore, staff requested that their bid submission be deemed nonresponsive.

Options:

1. Approve the Agreement awarding bid to Jenkins Roofing in the amount of \$457,895 for the 25-year warrantied reroofing of the Bank of America Building, and authorize the County Administrator to execute (Attachment #1).
2. Do not approve the Agreement awarding bid to Jenkins Roofing in the amount of \$457,895 for the reroofing of the Bank of America Building.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Agreement
2. Bid Tabulation Sheet
3. MWBE Statement

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 JENKINS ROOFING 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 Bank of America Building ReRoofing in accordance with: 1) Bank of America Building ReRoofing, Bid# BC-11-21-13-08 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within ninety (90) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County 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: John Ward
Street Address: 1907 S Monroe St
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5022
E-mail: wardj@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal

liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements

for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically noted by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, 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 1800—03 Blirstone Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A – Bid Document
Exhibit B – Bidders Response
Exhibit C – Tabulation 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

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation
acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

DATE: _____

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

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 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-11-21-13-08
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: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

PURPOSE:

Leon County is seeking the services of qualified contractor to re-roof the Bank of America Building in accordance with plans & specifications developed by MLD Architects, Inc. dated September 16, 2013.

The work includes, but is not limited to cleaning and prepping the existing roofing system to receive the new tapered modified bitumen membrane roofing and flashing system. Installing new roof drains and overflow roof drains as required, installing a tapered rigid isocyanurate insulation and high density coverboard, interplay and mineral surface 2 ply modified bitumen membrane roofing and flashing system to meet the Florida Building Code wind uplift requirements and provide average overall R-value of R-38 for main roof "B".

Alternate #1: Option of contractor providing a cost for tapered insulation lightweight concrete on main roof "B" to provide an overall R-value of R-38 in lieu of the tapered rigid isocyanurate and coverboard. Nail a heavy venting base sheet with increased fasteners at the perimeter and corners to meet FBC wind uplift requirements and install the specified roofing flashing system.

Plans and specifications may be found at: <http://cms.leoncountyfl.gov/Purchasing/PlansSpecifications>

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/purchasing/Addenda>

Public Meetings: <http://www.leoncountyfl.gov/purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
October 20, 2013	Release of the ITB
November 6, 2013 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Courthouse, P3 level, Room P335A, 301 South Monroe Street, Tallahassee, Florida. Please enter through the employee parking garage, the attendant will provide instructions to find the room.
Not later than: November 12, 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: November 21, 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 Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

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.

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.

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REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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.

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Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

Respondent must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBEs 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 M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

- c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets: Minority Business Enterprise and Woman Business Enterprise – Aggregate 15%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):
 - 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
 - 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
 - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.

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4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

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- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. Local business definition. For purposes of this section, "local business" shall mean a business which:
- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and

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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).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the

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right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free

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workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

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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 ninety (90) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

PAYMENTS TO THE GENERAL CONTRACTOR

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

Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
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generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

Bid Title: Bank of America Building Re-Roofing
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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.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
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.

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7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Nicholas Maddox
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID: _____

ALTERNATE #1 _____

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: _____

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

“Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)” are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County”

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE) Certified Women Business Enterprises (WBE)	Aggregate total 15%

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 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.

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.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$		Total MWBE Participation \$			MBE Participation % WBE Participation % (MBE or WBE Participation \$ Total Bid \$)
¹ <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the proposal. ² <u>Ethnic Group</u> Use following abbreviations for MBE’s: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

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.				

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

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Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Typed or Printed

Signature _____

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

**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

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: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
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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 Jenkins Roofing, Inc
(Firm Name)
[Signature]
(Authorized Representative)
Emot Jenkins
(Printed or Typed Name)
ADDRESS 5347 Gateway Dr.
Tallahassee, FL 32303
EMAIL ADDRESS jenkinsroofinginc@embarqmail.com
TELEPHONE 850.514.2225
FAX 850.514.2228

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 11/6/13 Initials _____
Addendum #2 dated 11/18/13 Initials _____
Addendum #3 dated _____ Initials _____

BASE BID: \$ 428,034⁰⁰

ALTERNATE #1 \$ 29,861⁰⁰ Add

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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: Jenkins Roofing Inc

Signature: [Handwritten Signature] Title: President

STATE OF Florida
COUNTY OF Leon



Sworn to and subscribed before me this 10th day of Dec, 2013

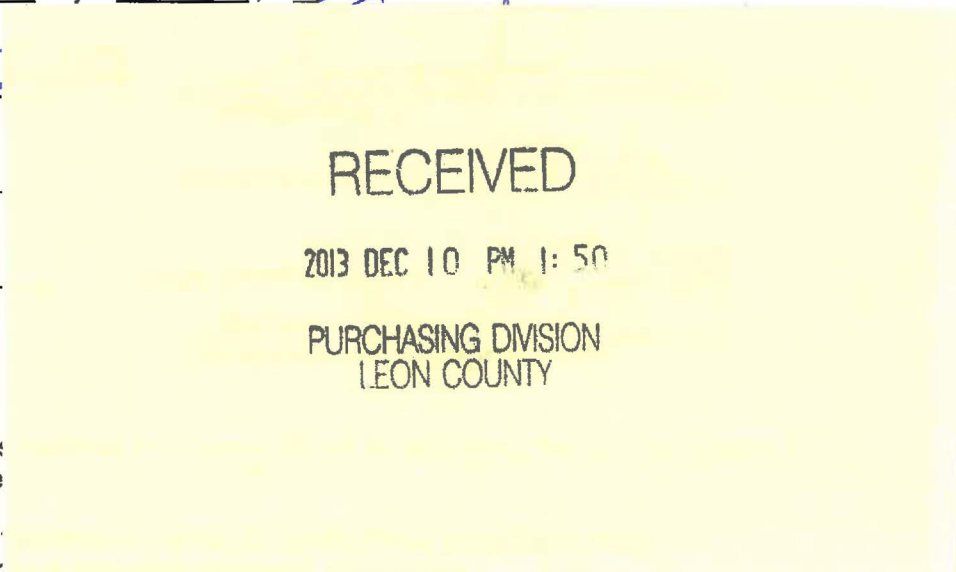
Personally known Elliot J. J.

OR Produced identification _____

(Type of identification)

The signee of this Affidavit guarantees, as affidavit to interrogatories hereinafter made

**LEON COUNTY RESERVES
AS EVIDENCE**



Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Jenkins Roofing, 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)	Aggregate total 15%
Certified Women Business Enterprises (WBE)	

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

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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 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.

*- NO MINORITY Roofing Subs In County's Specified ARE
APPROVED By Roofing Manufacturer listed on Bid Documents
& HAVE TO BE APPROVED TO Be ABle to Sub. Roofing for WARRANTY*

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.

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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. Watts Mechanical	5126 Woodlane Cr. Tallah. FL 32303	850-224-4822	F	\$ 72,765.00	Plumbing ; HVAC
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$ 4,281,034		Total MWBE Participation \$ 72,765		MBE Participation % WBE Participation % 17% (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.					

Bid Title: Bank of America Building Re-Roofing
 Bid No: BC-11-21-13-08
 Opening Date: November 21, 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. White Lightning	7853 Glenn Hwy Tampa, FL 33854	813.240. 6548	\$10,975 ⁰⁰	Lightning Protection
b. XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
c. RT Electric	226 E 6th Ave Tallah. FL 32303	850 272-0194	\$28,124	Electrical
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

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

President

Title

Date

12/10/13

Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

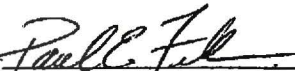
Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name PAUL E. FRANKLIN
Typed or Printed

Signature 

Date 12/9/13

Title AGENT
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

**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 statues 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

President

Jenkins Roofing, Inc

5347 Gateway Dr, Tallahassee, FL 32303

Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:


- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
 - Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY Jenkins Roofing, Inc
(Firm Name)

(Authorized Representative)
Elliot J. Jenkins
(Printed or Typed Name)
DATE 12/10/13

Bid Title: Bank of America Building Re-Roofing
Bid No: BC-11-21-13-08
Opening Date: November 21, 2013 at 2:00PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Jenkins Roofing, Inc</u>	
Current Local Address: <u>5347 Gateway Dr. Tallahassee, FL 32303</u>	Phone: <u>850 514.2225</u> Fax: <u>850 514.2278</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: <u>Same as above</u>	Phone: Fax:

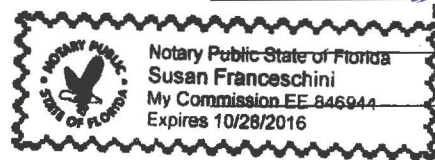

 Signature of Authorized Representative _____ Date 12 | 10 | 13


STATE OF Florida
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10th day of Dec, 20 13
 By Elliot J. Jenkins of _____ (Name of corporation acknowledging)
(Name of officer or agent, title of officer or agent)
 a President Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
 or has produced _____ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308




 Signature of Notary
SUSAN FRANCESCHINI
 Print, Type or Stamp Name of Notary
Bookkeeper
 Title or Rank
EE 846944
 Serial Number, If Any

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Jenkins Roofing Inc.
5347 Gateway Drive, Tallahassee, FL 32303

as Principal, hereinafter called the Principal, and Westfield Insurance Company
3375-B Capital Circle, NE, Tallahassee, FL 32308

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Leon County Board of County Commissioners
301 S. Monroe St., Tallahassee, FL 32301

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

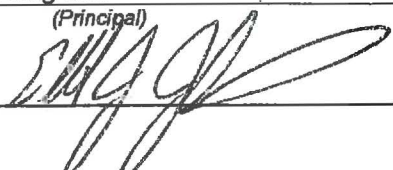
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

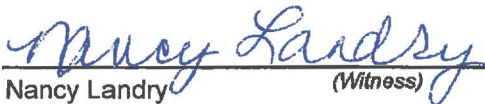
WHEREAS, the Principal has submitted a bid for Bank of America Building Re-Roofing BC-11-21-13-08


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 10th day of December, 2013


(Witness)

Jenkins Roofing Inc.
(Principal) (Seal)
By: 
(Title)


Nancy Landry (Witness)

Westfield Insurance Company
(Surety) (Seal)
By: 
Attorney-in-Fact Benjamin R. Campbell (Title)

General
Power
of Attorney

POWER NO. 0997622 00
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BENJAMIN R. CAMPBELL, WILLIAM R. VAN LANDINGHAM, JOINTLY OR SEVERALLY

of TALLAHASSEE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 19th day of MARCH A.D., 2003 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 19th day of MARCH A.D., 2003 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of

December 10th, 2013



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

JENKINS, ELLIOT JAMES
JENKINS ROOFING INC
5347 GATEWAY DRIVE
TALLAHASSEE FL 32303

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6245990
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CCC057354 08/03/12 110431183

CERTIFIED ROOFING CONTRACTOR
JENKINS, ELLIOT JAMES
JENKINS ROOFING INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2014 E12080301406

DETACH HERE

THIS DOCUMENT HAS A GRAYED BACKGROUND MICROFORMING IN MARK PATENTED PAPER

6245990

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12080301406

DATE	BATCH NUMBER	LICENSE NBR
08/03/2012	110431183	CCC057354

he ROOFING CONTRACTOR
amed below IS CERTIFIED
nder the provisions of Chapter 489 FS.
xpiration date: AUG 31, 2014

JENKINS, ELLIOT JAMES
JENKINS ROOFING INC
5347 GATEWAY DRIVE
TALLAHASSEE FL 32303

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

JENKINS ROOFING, INC.

Filing Information

Document Number	P97000030528
FE/EIN Number	593459416
Date Filed	04/03/1997
State	FL
Status	ACTIVE

Principal Address5347 GATEWAY DR.
TALLAHASSEE, FL 32303

Changed: 01/14/2003

Mailing Address5347 GATEWAY DR.
TALLAHASSEE, FL 32303

Changed: 01/14/2003

Registered Agent Name & AddressJENKINS, ELLIOT J
5347 GATEWAY DR
TALLAHASSEE, FL 32303

Address Changed: 01/06/2004

Officer/Director Detail**Name & Address**

Title P

JENKINS, ELLIOT J
5347 GATEWAY DR
TALLAHASSEE, FL 32303

Title VP

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-21-13-08

Bid Title: Bank of America Re-Roofing

Opening Date: Tuesday, December 12, 2013 at 2:00 PM

Item/Vendor	<i>Southland Rowe</i>	<i>Harrell Roofing</i>	<i>Old World Craftman</i>
Manual Signature	<i>yes</i>	<i>yes</i>	<i>yes</i>
Affidavit of Immigration	<i>yes</i>	<i>yes</i>	<i>yes</i>
MWBE	<i>yes</i>	<i>yes</i>	<i>NO</i>
Tie Bid	<i>yes</i>	<i>yes</i>	<i>yes</i>
Contractor Business			
Non-Collusion			
Insurance	<i>yes</i>	<i>yes</i>	<i>yes</i>
Certificate Debarment	<i>yes</i>	<i>yes</i>	<i>yes</i>
Trades	<i>yes</i>	<i>yes</i>	<i>yes</i>
Bond	<i>yes</i>	<i>yes</i>	<i>yes</i>
Base Bid	<i>\$ 504,000.00</i>	<i>\$ 674,000.00</i>	<i>\$ 476,000.00</i>
Alternate #1	<i>\$ 16,000.00</i>	<i>\$ 3,000.00</i>	<i>\$ 22,000.00</i>
No Bid Document			

Tabulated By: *[Signature]*


Jeanne Jennings

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-21-13-08

Bid Title: Bank of America Re-Roofing

Opening Date: Tuesday, December 12, 2013 at 2:00 PM

Item/Vendor	Jenkins Roofing		
Manual Signature	yes		
Affidavit of Immigration	yes		
MWBE	yes		
Tie Bid	yes		
Contractor Business			
Non-Collusion			
Insurance	yes		
Certificate Debarment	yes		
Trades	yes		
Bond	yes		
Base Bid	\$ 428,034.00		
Alternate #1	\$ 29,861.00		
No Bid Document			

Tabulated By: 

Joanne Jennings

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-21-13-08

Bid Title: Bank of America Re-Roofing

Opening Date: Tuesday, December 12, 2013 at 2:00 PM

Item/Vendor	<i>Southland Rowe</i>	<i>Harrell Roofing</i>	<i>Old World Craftman</i>
Manual Signature	<i>yes</i>	<i>yes</i>	<i>yes</i>
Affidavit of Immigration	<i>yes</i>	<i>yes</i>	<i>yes</i>
MWBE	<i>yes</i>	<i>yes</i>	<i>NO</i>
Tie Bid	<i>yes</i>	<i>yes</i>	<i>yes</i>
Contractor Business			
Non-Collusion			
Insurance	<i>yes</i>	<i>yes</i>	<i>yes</i>
Certificate Debarment	<i>yes</i>	<i>yes</i>	<i>yes</i>
Trades	<i>yes</i>	<i>yes</i>	<i>yes</i>
Bond	<i>yes</i>	<i>yes</i>	<i>yes</i>
Base Bid	<i>\$ 504,000.00</i>	<i>\$ 674,000.00</i>	<i>\$ 476,000.00</i>
Alternate #1	<i>\$ 16,000.00</i>	<i>\$ 3,000.00</i>	<i>\$ 22,000.00</i>
No Bid Document			

Tabulated By: *[Signature]*

Janne Jennings

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-11-21-13-08

Bid Title: Bank of America Re-Roofing

Opening Date: Tuesday, December 12, 2013 at 2:00 PM

Item/Vendor	Jenkins Roofing		
Manual Signature	yes		
Affidavit of Immigration	yes		
MWBE	yes		
Tie Bid	yes		
Contractor Business			
Non-Collusion			
Insurance	yes		
Certificate Debarment	yes		
Trades	yes		
Bond	yes		
Base Bid	\$ 428,034.00		
Alternate #1	\$ 29,861.00		
No Bid Document			

Tabulated By: 

Joanne Jennings

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memorandum

Date: December 18, 2013

To: Albert Sessions, Facilities Maintenance Supervisor
Facilities Management Division
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 Bank of America Building Re-Roofing Project
(BC-11-21-13-08)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the project scope to determine the feasibility of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation for this project. Staff also discussed the subcontracting opportunities with the assigned County Purchasing staff and the Project Engineer to determine a reasonable recommendation for aspirational targets for subcontracting. Based upon the specialized nature of the work to be performed and the number of available certified M/WBE vendors; the MWSBE Director recommended that M/WBE participation be lowered to an aggregate 15%. As required by Policy 96-1, the Board was notified of the recommendation and; after five (5) days the lowered aspirational targets were approved.

The M/WBE Participation Plans for three (3) firms were reviewed to determine if the aggregate aspirational target were achieved. **Jenkins Roofing, Inc.** and **Mike Harrell Roofing, Inc.** met the aggregate aspirational target prescribed for this project; therefore, the Good Faith Effort Form is not required. **Southland Rowe Roofing, Inc.** did not meet the aggregate aspirational target prescribed for this project, but did complete the Good Faith Effort Form. **Old World Craftsmen, Inc.** did not meet the aspirational targets and did not complete the Good Faith Effort; therefore, staff has requested that their bid submission be deemed nonresponse.

Jenkins Roofing, Inc. exceeded the aggregate aspirational target prescribed for this project. The following is the WBE firm **Jenkins Roofing, Inc.** intends to utilize on this project.

Total Bid Amount		\$428,034.00			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Watts Mechanical, Inc.	Non-Minority Female	City of Tallahassee	Plumbing & HVAC	\$72,765.00	17%
Total M/WBE Dollars				\$72,765.00	
Total M/WBE Utilization Percentage					17.16%

Mike Harrell Roofing, Inc. exceeded the aggregate aspirational target prescribed for this project. The following is the WBE firm **Mike Harrell Roofing, Inc.** intends to utilize on this project.

Total Bid Amount		\$674,000.00			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Rippee Construction, Inc.	Non-Minority Female	City of Tallahassee	Material, Crane, Labor, Electrical, & Mechanical	\$110,000.00	16.32%
Total M/WBE Dollars				\$110,000.00	
Total M/WBE Utilization Percentage					16.32%

Southland Rowe Roofing, Inc. did not meet the aggregate aspirational target prescribed for this project; however, the Good Faith Effort Form was completed. The M/WBE firms listed below are the firm's **Southland Rowe Roofing, Inc.** intends to utilize on this project.

Total Bid Amount		\$504,000.00			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Final Touch Services, LLC	African American Male	City of Tallahassee	Painting	\$11,260.00	2.23%
Mooney Container Service, Inc.	Non-Minority Female	Leon County	Debris & Dumpsters	\$4,000.00	0.79%
Total M/WBE Dollars				\$15,260.00	
Total M/WBE Utilization Percentage					3.02%

Old World Craftsmen, Inc. did not meet the aspirational targets and did not complete the Good Faith Effort form. Therefore, staff is requesting this bid submission be deemed nonresponsive.

Total Bid Amount		\$504,000.00			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
None identified		N/A	N/A	\$0	0%
None identified		N/A	N/A	\$0	0%
Total M/WBE Dollars				\$0	
Total M/WBE Utilization Percentage					0%

**Leon County
Board of County Commissioners**


Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to ACC Advanced Coatings in the Amount of \$314,228 for Waterproofing of the Bank of America Building

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Tom Brantley, P.E., Director, Department of Facilities Management
Lead Staff/ Project Team:	John Ward, Construction Manager Albert Sessions, Facilities Maintenance Superintendent

Fiscal Impact:

This item has been budgeted in the FY 13/14 Capital Improvement Program Budget and funding is available.

Staff Recommendation:

- Option #1: Approve the Agreement awarding bid to ACC Advanced Coatings in the amount of \$314,228 for waterproofing of the Bank of America Building, and authorize the County Administrator to execute (Attachment #1).
- Option #2: Approve the expenditure of no more than \$11,000 for inspections that qualify Leon County to receive a 20-year labor and material warranty available from the system manufacturer.

Report and Discussion

Background:

The Bank of America building has experienced water infiltration at numerous places along the exterior walls. Facilities Management has examined the pattern of leaks and consulted with waterproofing experts to find a solution for these problems. In November 2013, MLD Architects, a local architectural firm known for their expertise in solving water intrusion problems, was retained. MLD continued the work of identifying the source of the leaks and developing a solution.

The source of the water intrusion was identified as the window gaskets. While still structurally sound, these hard rubber gaskets have stiffened over time, resulting in a less impervious seal than when new. The solution developed by MLD is to encapsulate the gaskets with pre-formed silicone tape and sealant. This solution should restore the water tightness of the building façade and add many years to the life of the existing wall system. In fact, the architectural firm has announced that a 20-year labor and material warranty is available from the system manufacturer (Dow Corning) at a \$10,000-\$11,000 added cost for warranty inspections (Attachment #2). In addition to the bid award, staff recommends the Board also endorse the added cost-benefit of the 20-year warranty inspections.

In addition to the waterproofing work, Facilities Management has included pressure washing and painting of the exterior of the building as part of this work scope, since these needed tasks could be performed at much less cost while the staging for the waterproofing work is in place.

Analysis:

The Purchasing Division advertised this bid locally on December 30, 2013, and 196 vendors were notified through the automated bid procurement system. A total of 17 vendors requested bid packages. The bids were opened on January 23, 2014 and there were a total of four bids (Attachment #3). ACC Advanced Coatings submitted the lowest responsive bid in the amount of \$314,228.

This project was reviewed by the Minority, Women, and Small Business Enterprise (MWSBE) Division for subcontracting opportunities; however, subsequent to review, no aspirational targets were prescribed.

Options:

1. Approve the Agreement awarding bid to ACC Advanced Coatings in the amount of \$314,228 for the 20-year warrantied waterproofing of the Bank of America Building, and authorize the County Administrator to execute(Attachment #1).
2. Approve the expenditure of no more than \$11,000 for inspections that qualify Leon County to receive a 20-year labor and material warranty available from the system manufacturer.
3. Do not approve the Agreement awarding bid to ACC Advanced Coatings in the amount of \$314,228 for the waterproofing of the Bank of America Building.
4. Do not approve the expenditure of no more than \$11,000 for inspections that qualify Leon County to receive a 20-year labor and material warranty available from the system manufacturer.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Agreement
2. E-mail Proposal for 20-year labor and material warranty
3. Bid Tabulation Sheet

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 ACC ADVANCED COATING AND CAULCKING, 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 Bank of America Building Waterproofing – ReBid in accordance with: 1) Bank of America Building Waterproofing – ReBid, Bid# BC-01-23-14-17 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within ninety (90) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County 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: John Ward
Street Address: 1907 S Monroe St
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5022
E-mail: wardj@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per

location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with

original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically noted by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, 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 1800—03 Blairstone Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A – Bid Document
Exhibit B – Bidders Response
Exhibit C – Tabulation 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

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation
acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

DATE: _____

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

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. BC-01-23-14-17
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.

PURPOSE:

Leon County is seeking the services of qualified contractor to waterproof the Bank of America Building in accordance with plans & specifications developed by MLD Architects, Inc. dated March 14, 2013.

The work includes, but is not limited to pressure washing and repainting the precast concrete wall panels on the exterior of the building with two coats of premium acrylic paint down to the plaza level. Grinding out sealant joints, expansion and control joints, joints between different materials and replacing it with backer rod and premium silicone sealant. Seal and wet glaze gasketed window and spandrel perimeter and mullions with premium silicone sealant and preformed silicone sealant tape. Also included is patching mortar repair of spalled concrete and precast concrete panels repair, cleaning priming and painting the painted exterior hollow metal doors, frames, window frames. All windows are to be cleaned prior to final inspection.

All Alternates identified in the plans and specification documents have been removed from the project.

Plans and specifications may be found at: <http://cms.leoncountyfl.gov/Purchasing/PlansSpecifications>

Owner will occupy the building during all phases of the construction period. Coordination of work space and noise levels shall be required on portions of the facility during the construction period. Contractors must not interfere with normal conduct of business during operating hours and should include all costs associated with any possible premium time and scheduling as a part of their bid submission.

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.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/purchasing/Addenda>

Public Meetings: <http://www.leoncountyfl.gov/purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
December 30, 2013	Release of the ITB
January 8, 2014 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Courthouse, P3 level, Room P335A, 301 South Monroe Street, Tallahassee, Florida. Please

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
	enter through the employee parking garage, the attendant will provide instructions to find the room.
Not later than: January 13, 2014 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: January 23, 2014 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 requesting clarification or questions to the Purchasing Division, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/Purchasing/IntendedDecisions> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
2. 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 underutilization.
 - 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.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
 - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local

Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and 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).
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a

public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the

Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2013.

(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 ninety (90) consecutive calendar days of the Notice to Proceed.

If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristin Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID: _____

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

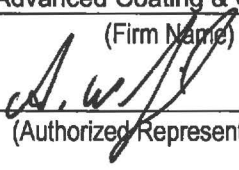
BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Kristin Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	<u>ACC Advanced Coating & Caulking, Inc.</u>
	(Firm Name)
BY	
	(Authorized Representative)
	<u>A.W. Aguilar</u>
	(Printed or Typed Name)
ADDRESS	<u>P.O. Box 16601</u>
	<u>Jacksonville, FL 32245</u>
EMAIL ADDRESS	<u>acc6120@bellsouth.net</u>
TELEPHONE	<u>(904) 396-4383</u>
FAX	<u>(904) 396-6069</u>

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID: \$314,228.00

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).


Company Name: ACC Advanced Coating & Caulking, Inc.

Signature:  Title: President

STATE OF Florida
COUNTY OF Duval

Sworn to and subscribed before me this 21st day of January, 2014.

Personally known XXX


NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

CRYSTAL PAGE
(Type of identification) **Notary Public, State of Florida**
My Comm. Expires May 16, 2017
Commission No. FF 18960

My commission expires: May 16th, 2017
Crystal Page- Commission # FF 18960
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

XXX 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

President

Title

01/21/2014

Date

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: ACC Advanced Coating & Caulking, Inc.	
Street Address: 3535 Spring Park Rd.	
City, State, Zip: Jacksonville, FL 32245	
Taxpayer ID Number: 59-3439123	
Telephone: (904) 396-4383	Fax: (904) 396-6069
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
XXX	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 1997

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
AW Aguilar	President	(904) 396-4383	acc6120@bellsouth.net

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: Duval County	
License Type: Contractor	
License Number: 1208750000	Expiration Date: September 30th, 2014
Qualified Business License (certificate of authority) number: MC 772.309	
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	Cecil W Powell & Company
Contact's Name	Bob Theus
Telephone	(904) 353-3181
Fax	(904) 353-5722
Address	319 Newman St. Jacksonville, FL 32202

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
\$450,000.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provided detailed information on reverse)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provided detailed information on reverse)</i>

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 21st DAY OF January, 2014.

By:  Title: PRESIDENT

Printed Name and Title: AW Aguilar -President

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

ACC Advanced Coating & Caulking, Inc. -A.W. Aguilar

(Name of Corporation, Partnership, Individual, etc.)

a Water-proofing Contractor, formed under the laws of Florida

(Type of Business)

(State or Province)

of which he/she is Owner / President

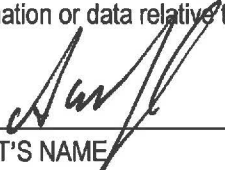
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AW Aguilar

AFFIANT'S NAME



President

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 21st Day of January, 2014.

Personally Known XXX Or Produced Identification

Type of Identification

CRYSTAL PAGE
Notary Public, State of Florida
My Comm. Expires May 16, 2017
Commission No. FF 16960

Crystal Page
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)



My Commission Expires: May 16th, 2017

Bid Title: Bank of America Building Waterproofing - Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name FAYE G. COLEMAN
Typed or Printed

Signature Faye G. Coleman

Date 1/21/14

Title Senior Account Executive
(Company Risk Manager or Manager with Risk Authority)
Authorized Agent

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

President

Title

ACC Advanced Coating & Caulking, Inc.

Contractor/Firm

P.O. Box 16601 Jacksonville, FL 32245

Address

Bid Title: Bank of America Building Waterproofing – Re-Bid
Bid No: BC-01-23-14-17
Opening Date: January 23, 2014 at 2:00 PM

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

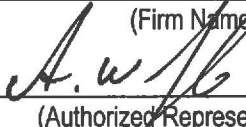
- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
 - Bidder agrees to engage not less than 20 percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY ACC Advanced Coating & Caulking, Inc.
(Firm Name)

(Authorized Representative)
AW Aguilar
(Printed or Typed Name)

DATE January 21st, 2014

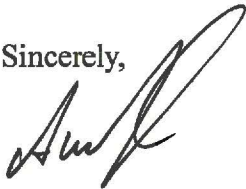
ACC Advanced Coating & Caulking, Inc.

P.O. BOX 16601
JACKSONVILLE, FL 32245-6601
(904) 396-4383 FAX (904) 396-6069

January 22nd, 2014

ACC Advanced Coating & Caulking, Inc. employs its own Craftsmen Superintendents, Project Managers, & Administrative Personnel and can perform all work described with in the specifications of this project (Bank of America Waterproofing Re-Bid) with its own employees. We have included 20% of our base bid as a good faith effort to include limited local vendor participation.

Sincerely,



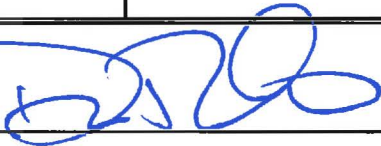
A. W. Aguilar

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-01-23-14-17**

Bid Title: Bank of America Waterproofing Re-Bid

Opening Date: Thursday, January 23, 2014 at 2:00 PM

Item/Vendor	<i>Fla. Developers</i>	<i>Universal Coatings</i>	<i>ACC Advanced Coatings</i>
Manual Signature	<i>yes</i>	<i>yes</i>	<i>yes</i>
Affidavit of Immigration	<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>
Trades	<i>yes</i>	<i>yes</i>	<i>yes</i>
Base Bid	<i>\$ 406,764.63</i>	<i>\$ 364,962.00</i>	<i>\$ 314,228.00</i>
No Bid Document			

Tabulated By: 

Joanne Jennings

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-01-23-14-17**

Bid Title: Bank of America Waterproofing Re-Bid

Opening Date: Thursday, January 23, 2014 at 2:00 PM

Item/Vendor	<i>Jaul Design + Const.</i>		
Manual Signature	<i>yes</i>		
Affidavit of Immigration	<i>yes</i>		
Tie Bid	<i>yes</i>		
Contractor Business	<i>yes</i>		
Non-Collusion	<i>yes</i>		
Insurance	<i>yes</i>		
Certificate Debarment	<i>yes</i>		
Trades	<i>yes</i>		
Base Bid	<i># 348,312.00</i>		
No Bid Document			

Tabulated By: *[Signature]*

Joanne Jennings

Albert Sessions - BOA Waterproofing

From: "Roosevelt_2" <roosevelt@mldarchitects.com>
To: <SessionsA@leoncountyfl.gov>
Date: 11/25/2013 10:58 AM
Subject: BOA Waterproofing
CC: <tobind@leoncountyfl.gov>
Attachments: image001.jpg

Mr. Albert,

We have received the proposal for Third Party Inspections from Construction Solutions, Inc. which would allow Dow Corning to provide a 20 yr. labor and material warranty. You should allow \$10K -\$11K for the 3rd party inspections if you choose to accept. Please contact me if there are any questions.

Thanks,

Roosevelt Bivens, RRO
Sr. Project Manager



211 John Knox Rd, Suite 105
Tallahassee, Florida 32303
AAC 001281

ph: (850) 385 9200

fax: (850) 422 3140

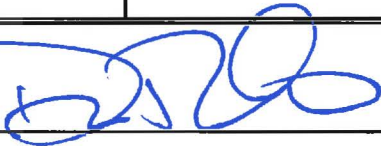
email: roosevelt@MLDArchitects.com

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-01-23-14-17**

Bid Title: Bank of America Waterproofing Re-Bid

Opening Date: Thursday, January 23, 2014 at 2:00 PM

Item/Vendor	<i>Fla. Developers</i>	<i>Universal Coatings</i>	<i>ACC Advanced Coatings</i>
Manual Signature	<i>yes</i>	<i>yes</i>	<i>yes</i>
Affidavit of Immigration	<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>
Trades	<i>yes</i>	<i>yes</i>	<i>yes</i>
Base Bid	<i>\$ 406,764.63</i>	<i>\$ 364,962.00</i>	<i>\$ 314,228.00</i>
No Bid Document			

Tabulated By: 

Joanne Jennings

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-01-23-14-17**

Bid Title: Bank of America Waterproofing Re-Bid

Opening Date: Thursday, January 23, 2014 at 2:00 PM

Item/Vendor	<i>Jaul Design + Const.</i>		
Manual Signature	<i>yes</i>		
Affidavit of Immigration	<i>yes</i>		
Tie Bid	<i>yes</i>		
Contractor Business	<i>yes</i>		
Non-Collusion	<i>yes</i>		
Insurance	<i>yes</i>		
Certificate Debarment	<i>yes</i>		
Trades	<i>yes</i>		
Base Bid	<i># 348,312.00</i>		
No Bid Document			

Tabulated By: *[Signature]*

Joanne Jennings

**Leon County
Board of County Commissioners**


Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

February 25, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointment of Two County Commissioners to the Value Adjustment Board

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 does not have a fiscal impact.

Staff Recommendation:

Option #1: Appoint two County Commissioners to the Value Adjustment Board.

Report and Discussion

Background:

On April 12, 2011, the Board adopted Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities," which addresses Commissioners serving on Committees on the basis of their position. In addition, the Policy establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership.

Analysis:

Section 194.015, Florida Statutes creates a Value Adjustment Board (VAB) for each County. The Value Adjustment Board (VAB) settles disputes between taxpayers and the Property Appraiser over the assessment of each taxable item of property and/or the denial of specific exemptions or classifications. The Property Appraiser notifies property owners by letter in July of their denials of exemptions or classifications, and in August of their property's assessed and market values in a TRIM notice. If the property owner feels the property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB. The VAB approves and hires Special Magistrates to settle disputes during scheduled quasi-judicial hearings.

VAB consists of two members of the governing body of the county, as elected from the membership of the board of said governing body, one School Board member, and two citizen members. Leon County Board of County Commissioners (Board) members serve two-year terms, expiring on February 28, with the full Board making appointments. Though, Policy No. 11-2 states that full Board appointments shall be made at the first regularly scheduled meeting of the Board of County Commissioners during the month of December or as soon thereafter as possible, on occasion the tax cycle may extend through January of the following year, and the VAB membership needs to remain intact until the cycle is over. Therefore, at the request of the Clerk's office, Board appointment of Commissioners to the VAB are made in February. Currently, Commissioners Dozier and Maddox serve on the VAB.

Full Board to make two appointments of Commissioners to the Value Adjustment Board.

Options:

1. Appoint two County Commissioner to the Value Adjustment Board.
2. Continue the appointment of two County Commissioners to the Value Adjustment Board.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Eligibility and Criteria

Value Adjustment Board

Created By:

Section 194.015, Florida Statutes

Appointments:

Five.

- 2 - County Commissioners
- 1 – School Board member
- 1 - Citizen - Full Board appointment
- 1 – Citizen – School Board appointment

Selection criteria for Citizenship:

1. Person above the age of 18
2. Owns homestead property within Leon County
3. Is not a member or employee of any taxing authority
4. Does not represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes
5. Is not engaged in litigation against any County in the State of Florida

Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest;

(a) Each elected member of the Value Adjustment Board (VAB) shall serve on the Board until he or she is replaced by a successor elected by his or her respective governing body or School Board or is no longer a member of the governing body or School Board of the County.

(b) When an elected member of the VAB ceases being a member of the governing body or School Board whom he or she represents, that governing body or School Board must elect a replacement.

(c) When the citizen member of the VAB appointed by the governing body of the County is no longer an owner of homestead property within the County, the governing body must appoint a replacement.

(d) When the citizen member appointed by the School Board is no longer an owner of a business occupying commercial space located within the school district, the School Board must appoint a replacement.

Terms:

Two Years

Contact Person/Staff:

Ms. Cathy Mills
Deputy Clerk to the Value Adjustment Board
301 S. Monroe Street
Tallahassee 32301
(850) 577-4003
Email: camills@leoncountyfl.gov

Members:

<p>Van Camp, Forrest Leon County School Board</p>	<p>Begin Term: 1/1/2012 End Term: 2/28/2014 Type: two years</p>	<p>Original Date: 1/1/2012</p> <hr/> <p>Appointed by: Jackie Pons Leon County School School Board</p>	<p>Notes: Email: vancamp@leonschools.net</p>
<p>Dozier, Kristin Board of County Commissioners</p>	<p>Begin Term: 12/13/2011 End Term: 2/28/2014 Type: two years</p>	<p>Original Date: 1/1/2011</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Notes: Board representative Email: dozierk@leoncountyfl.gov</p>
<p>Maddox, Nick Board of County Commissioners</p>	<p>Begin Term: 12/13/2011 End Term: 2/28/2014 Type: two years</p>	<p>Original Date: 1/1/2011</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Notes: Category: Serves as Chairman Email: maddoxn@leoncountyfl.gov</p>
<p>Bertoch, Chris Annsworth Academy</p>	<p>Begin Term: 11/1/2013 End Term: 2/28/2015 Type: two years</p>	<p>Original Date: 11/1/2013</p> <hr/> <p>Appointed by: Jackie Pons Leon County School School Board</p>	<p>Notes:</p>
<p>Kiser-Burch, Pamela Tri-Eagle Sales</p>	<p>Begin Term: 4/9/2013 End Term: 2/28/2015 Type: two years</p>	<p>Original Date: 4/9/2013</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Notes: Email: pkiserburch@tallbud.com</p>